

Rivers Edge II
Community Development District

July 18, 2018

Rivers Edge II

Community Development District

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

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

July 11, 2018

Board of Supervisors
Rivers Edge II
Community Development District

Dear Board Members:

The Rivers Edge II Community Development District Organizational Meeting is scheduled for **Wednesday, July 18, 2018 at 2:00 p.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida**. Following is the advance agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
 - A. Administration of Oath of Office to Newly Elected Board of Supervisors (*the following will be provided in a separate package*)
 - 1. Guide to Sunshine Amendment and Code of Ethics for Public Officers
 - 2. Membership, Obligations and Responsibilities
 - 3. Review of Chapter 189 and 190, Florida Statutes
 - 4. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - d. Form 8B: Memorandum of Voting Conflict
 - B. Consideration of Resolution 2018-01, Ratifying the Actions of the District Manager and District Staff in Noticing the Landowners' Meeting; Providing a Severability Clause, and Providing an Effective Date
 - C. Consideration of Resolution 2018-02, Canvassing and Certifying the Results of the Landowners Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
 - D. Resolution 2018-03, Electing and Designating the Officers of the District and Providing for an Effective Date
- IV. Consideration of Administrative Resolutions
 - A. Appoint District Manager, Resolution 2018-04
 - 1. District Management Agreement
 - B. Appoint District Counsel, Resolution 2018-05
 - 1. District Counsel Agreement
 - C. Designate Registered Agent and Registered Office, Resolution 2018-06

- D. Designate Local District Records Office, Resolution 2018-07
- E. Designate Public Comment Period, Resolution 2018-08
- V. Consideration of Organization Resolutions
 - A. Consideration of Travel Reimbursement Policy, Resolution 2018-09
 - B. Consideration of Prompt Payment Policies, Resolution 2018-10
 - C. Consideration of Resolution 2018-11, Setting Forth District Policy for Legal Defense of Board Members and Officers
 - 1. Public Officers Liability Insurance
 - D. Authorizing the Filing of Notice of Establishment, Resolution 2018-12
 - E. Adopt Records Retention Schedule, Resolution 2018-13
 - F. Consideration of Interim Engineer Agreement with Prosser, Inc.
 - G. Consideration of Resolution 2018-14, Authorizing a Request for Qualifications (RFQ) for District Engineer Services and Providing for an Effective Date
 - H. Authorizing Chairman to Execute Plats, Permits, and Conveyances, Resolution 2018-15
 - I. Consideration of Interlocal Agreement between Rivers Edge Community Development District and Rivers Edge II Community Development District
 - J. Consideration of Acquisition Agreement with Mattamy Jacksonville, LLC
 - K. Consideration of Acquisition of River Club and Associated Improvements from Mattamy Jacksonville, LLC
 - L. Consideration of Assignment of Vesta Amenity Management Agreement from Rivers Edge Community Development District
 - M. Consideration of Team Financing Funding Agreement
 - N. Engagement of Bond Financing Professionals
 - 1. Underwriter/Investment Banker: *MBS Capital Markets, LLC*
- VI. Designation of Meeting and Hearing Dates Resolutions
 - A. Consideration of Establishment of Audit Committee and Designation of Board of Supervisors as Audit Committee
 - B. Designate Regular Meeting Dates, Time and Location, Resolution 2018-16
 - C. Consideration of Resolution 2018-17, Approving a Proposed Budget for Fiscal Years 2017/2018 and 2018/2019; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; and Providing an Effective Date
 - D. Consideration of Fiscal Years 2017/2018 and 2018/2019 Budget Funding Agreement (including funding of the River Club and Operation thereof)
 - E. Consideration of Resolution 2018-18, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes; and Providing for an Effective Date
 - F. Consideration of Resolution 2018-19, Designating the Date, Time and Place of a Public Hearing; Providing Authorization to Public Notice of Such Hearing for the Purpose of Adopting Rules of Procedure and Rates, Fees and Charges of the District; and Providing for an Effective Date
 - 1. Rules of Procedure
 - 2. Rates for the District
 - G. Set Date, Time, and Location and Authorize Publication of Notice of Public Hearing on Uniform Method of Collecting, Resolution 2018-20
- VII. Resolutions Relating to Banking
 - A. Select District Depository, Resolution 2018-21

- B. Authorize Bank Account Signatories, Resolution 2018-22
- C. Approve Disbursement for Expenses, Resolution 2018-23
- VIII. Consideration of Funding and Expense Issues
 - A. Funding Request No. 1
- IX. Staff Reports
 - A. District Counsel – Conflict of Interest Waiver Regarding Representation of Rivers Edge and Rivers Edge II Community Development District for the Interlocal Agreement
 - B. Interim Engineer
 - C. District Manager
 - D. Amenity Manager
 - E. Operations Manager
- X. Supervisors' Requests and Audience Comments
- XI. Next Scheduled Meeting – TBD
- XII. Adjournment

The first section of the agenda is general in nature and you will subscribe to an oath of office. As a Supervisor you are a local public official and as such are subject to financial disclosure requirements, public official's code of ethics and the Sunshine Law. I will distribute at the meeting a financial disclosure form that must be completed and mailed to the Supervisor of Elections in the County in which you reside within 30 days of the organizational meeting. Since a Community Development District may be a new experience for you copies of the Sunshine Guide, Chapter 190, and Financial Disclosure forms will be provided to you in a separate package. Enclosed in the agenda package for your review and approval are resolutions 2018-01 through 2018-03. The blanks in the Resolutions will be filled in at the conclusion of the appointment of these officers.

The fourth order of business is consideration of administrative resolutions. Enclosed are Resolutions 2018-04 through 2018-08 as well as the District Management and District Counsel proposed agreements.

The fifth order of business is consideration of organization resolutions. A copy of the travel reimbursement policy is enclosed for your review and approval with resolution 2018-09. Resolution 2018-10 regarding prompt payment policies is enclosed for your review and approval. Resolution 2018-11 setting forth District policy for legal defense of Board Members and Officers is enclosed for your review and approval, as well as the insurance binder for liability insurance. Resolution 2018-12, authorizing the filing of notice of establishment is enclosed for your review. Resolution 2018-13, adopting a records retention schedule is enclosed for your review and approval. The agreement with interim engineer Prosser Inc is enclosed for your review and approval. The next item is resolution 2018-14, authorizing a request for engineering qualifications, which is the first step in the engineering selection process. Resolution 2018-15, authorizing chairman to execute plats, permits, and conveyances is enclosed for your review and approval. Copies of the interlocal agreement with Rivers Edge CDD, acquisition agreement with Mattamy Jacksonville, LLC, acquisition package for the River Club and associated improvements from Mattamy, assignment of Vesta amenity management agreement, team financing funding agreement and the engagement agreement with MBS Capital Markets, LLC are enclosed for your review and approval.

The sixth order of business is designation of future meetings and public hearings. The first item is consideration of establishment of the audit committee. The second item is designating a regular meeting schedule with resolution 2018-16. The fourth item is approval of resolution 2018-17, which

approves the Proposed Budgets for Fiscal Year 2018 and Fiscal Year 2019 and sets a public hearing date to adopt the budgets. This public hearings can be scheduled 60 days after the proposed budgets have been provided to the local government. The Fiscal Year 2017-2018 and 2018-2019 Developer Funding Agreement is enclosed for your review and approval. The next item is consideration of resolution 2018-18, adopting the alternative investment guidelines for investing public funds. The sixth item is a request to schedule a public hearing to consider the adoption of the Rules and Procedure and rates of the District, a copy of which is enclosed for your review and approval along with resolution 2018-19. The next item is resolution 2018-20 to set a public hearing to express the District's intent to utilize the uniform method of levying, collecting and enforcing non ad valorem assessments that will enable us to place our non ad valorem assessments on the County tax bills.

Enclosed under the seventh order of business are the following documents for review: resolution 2018-21 to select a district depository, resolution 2018-22 to authorize bank account signatories, and resolution 2018-23 to approve disbursement for expenses.

The eighth order of business is consideration of funding and expense issues. A copy of Funding Request No. 1 is enclosed for your review.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

James Perry

James Perry

On behalf of the
Rivers Edge II Community
Development District

AGENDA

Rivers Edge II

Community Development District

Organizational Agenda

Wednesday
July 18, 2018
2:00 p.m.

RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259
Staff Call In #: 1-888-394-8197
Passcode: 642203
Website: www.riversedge2cdd.com

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 - C. Consideration of Resolution 2018-02, Canvassing and Certifying the Results of the Landowners Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
 - D. Resolution 2018-03, Electing and Designating the Officers of the District and Providing for an Effective Date
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 - M. Consideration of Team Financing Funding Agreement
 - N. Engagement of Bond Financing Professionals
 - 1. Underwriter/Investment Banker: *MBS Capital Markets, LLC*

VI. Designation of Meeting and Hearing Dates Resolutions

- A. Consideration of Establishment of Audit Committee and Designation of Board of Supervisors as Audit Committee
- B. Designate Regular Meeting Dates, Time and Location, Resolution 2018-16
- C. Consideration of Resolution 2018-17, Approving a Proposed Budget for Fiscal Years 2017/2018 and 2018/2019; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; and Providing an Effective Date
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- G. Set Date, Time, and Location and Authorize Publication of Notice of Public Hearing on Uniform Method of Collecting, Resolution 2018-20

VII. Resolutions Relating to Banking

- A. Select District Depository, Resolution 2018-21
- B. Authorize Bank Account Signatories, Resolution 2018-22
- C. Approve Disbursement for Expenses, Resolution 2018-23

VIII. Consideration of Funding and Expense Issues

- A. Funding Request No. 1

IX. Staff Reports

- A. District Counsel – Conflict of Interest Waiver Regarding Representation of Rivers Edge and Rivers Edge II Community Development District for the Interlocal Agreement

B. Interim Engineer

C. District Manager

D. Amenity Manager

E. Operations Manager

X. Supervisors' Requests and Audience Comments

XI. Next Scheduled Meeting – TBD

XII. Adjournment

THIRD ORDER OF BUSINESS

B.

RESOLUTION 2018-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS
EDGE II COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE
ACTIONS OF THE DISTRICT MANAGER AND DISTRICT STAFF IN
NOTICING THE LANDOWNERS' MEETING; PROVIDING A
SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Rivers Edge II Community Development District is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida; and

WHEREAS, the District held its organizational meeting on July 18, 2018; and

WHEREAS, the District Manager and District staff scheduled the date of the landowners' meeting for July 18, 2018, at 2:00 p.m. at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 and caused notice thereof to be provided pursuant to Florida law; and

WHEREAS, the Board desires to ratify all the actions taken by the District Manager and District staff in setting the initial landowner's meeting in accordance with Section 190.006(2), *Florida Statutes*, for July 18, 2018.

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

SECTION 1. The actions of the District Manager and District staff in scheduling and noticing the landowners' meeting in accordance with Section 190.006(2), *Florida Statutes*, to elect five (5) supervisors of the District, held on the 18th day of July, 2018 at 2:00 p.m. at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259, are hereby ratified and approved.

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

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

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

C.

RESOLUTION 2018-02

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

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

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

WHEREAS, such landowners' meeting was held on July 18, 2018, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

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

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

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

_____	Votes _____
_____	Votes _____
_____	Votes _____
_____	Votes _____
_____	Votes _____

Section 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

_____	4 Year Term	Seat ____
_____	4 Year Term	Seat ____
_____	2 Year Term	Seat ____
_____	2 Year Term	Seat ____
_____	2 Year Term	Seat ____

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18TH DAY OF JULY, 2018.

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

D.

RESOLUTION 2018-03

**A RESOLUTION ELECTING THE OFFICERS OF THE RIVERS EDGE II
COMMUNITY DEVELOPMENT DISTRICT, ST. JOHNS COUNTY,
FLORIDA**

WHEREAS, the Board of Supervisors of the Rivers Edge II Community Development District desires to elect the below recited persons to the offices specified.

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

1. The following persons are elected to the offices shown:

Chair	_____
Vice Chair	_____
Secretary	<u>James Perry</u>
Treasurer	<u>James Oliver</u>
Assistant Secretary	<u>David deNagy</u>
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Treasurer	<u>James Perry</u>

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

FOURTH ORDER OF BUSINESS

A.

RESOLUTION 2018-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A REGISTERED FINANCIAL ADVISOR IN CONTEMPLATION OF THE ISSUANCE OF SPECIAL ASSESSMENT BONDS; APPOINTING A DESIGNATED INVESTMENT REPRESENTATIVE TO ADMINISTER INVESTMENT DIRECTION WITH REGARD TO DISTRICT FUNDS; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (the “Board”) must employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board desires to appoint an Investment Representative to direct and advise on the investment of District funds including, but not limited to, directing the assigned Trustee to invest District funds consistent with any and all Indentures and to maximize return; and

WHEREAS, the Board has determined that the appointment of a Methodology Consultant and Investment Representative is necessary, appropriate and in the District’s best interests; and

WHEREAS, the Board desires to appoint a District Manager, Methodology Consultant, and Investment Representative, and to provide compensation for their services.

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

Section 1. Governmental Management Services, LLC is appointed as District Manager, Methodology Consultant, and Designated Investment Representative and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

Section 2. This authorization shall be continuing in nature until revoked by the District.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

Exhibit A: District Manager Fee Agreement

Exhibit A

District Manager Fee Agreement

1.

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN
RIVERS EDGE 2 COMMUNITY DEVELOPMENT DISTRICT
AND GOVERNMENTAL MANAGEMENT SERVICES, LLC**

Date of Agreement: July 18, 2018.

Between: Governmental Management Services, LLC
 1001 Bradford Way
 Kingston, Tennessee 37763

(Hereinafter referred to as "Manager");

And: Rivers Edge 2 Community Development District
 A unit of special purpose local government located in
 St Johns County, Florida

(Hereinafter referred to as "District").

SERVICES OF DISTRICT MANAGER

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services include, but are not limited to the following:

Management Services

- Attend, record and conduct all regularly scheduled Board of Supervisors' Meetings including landowners meetings, continued meetings and workshops
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for Community Development Districts
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community
- Review and approve agendas for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Provide minutes for all Board of Supervisors' Meetings including landowners meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' Meeting
- Ensure compliance with all administrative statutes affecting the District, which includes but not limited to:
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year
 - Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records
 - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Prepare accounts payable and present to Board of Supervisors for approval or ratification
- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year end
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
 - Prepare annual public depositor report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
 - Transmit Public Facilities Report to the appropriate agencies
 - Bind necessary insurance for the District, which includes liability, property, workers' compensation, etc.

Other Services: Maintenance Contract Administration

- Provide maintenance contract administration for swimming pool, landscape and lake maintenance contracts to ensure contractors are providing services in accordance with contracts approved by the Board of Supervisors
- Provide services for reservation of District facilities and maintenance of recreation access system
- Respond to inquiries by residents and others regarding maintenance program
- Other services as required by the Board of Supervisors to ensure satisfactory operation of the District.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached Exhibit A. Payment for these services shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

In addition, the District shall provide office space at the District's recreational facilities to the Manager to assist in the start up and opening of the District's recreational facilities at no cost to the Manager.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The

provisions of this paragraph shall survive the expiration or sooner termination of this Contract.

6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract 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.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Rivers Edge 2 Community Development District
475 West Town Place Suite 114
St. Augustine, Florida 32092
Attn: Chairperson

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

If notice is sent to Manager, it shall be sent to:

Governmental Management Services, LLC
1001 Bradford Way
Kingston, Tennessee 37763
Attn: Darrin Mossing

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

Board of Supervisors
Rivers Edge 2
Community Development District

Witness

By: _____
Chairman

Governmental Management Services,
LLC.

Witness

James A. Perry, Managing Director

B.

RESOLUTION 2018-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS
EDGE II COMMUNITY DEVELOPMENT DISTRICT APPOINTING
DISTRICT COUNSEL FOR THE DISTRICT, AUTHORIZING
COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint District Counsel and to provide compensation for such services.

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

1. Hopping Green & Sams, P.A. is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

Exhibit A: Attorney Retainer Agreement

Exhibit A
Attorney Retainer Agreement

1.

HOPPING GREEN & SAMS, P.A.
FEE AGREEMENT

I. PARTIES

THIS AGREEMENT is made and entered into by and between the following parties:

- A. Rivers Edge II Community Development District ("Client")
c/o District Manager, Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

and

- B. Hopping Green & Sams, P.A. ("HGS")
119 South Monroe Street, Suite 300
P.O. Box 6526
Tallahassee, Florida 32314

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain HGS as its attorney and legal representative for counseling and representation for the purpose of providing advice and counsel regarding Rivers Edge II Community Development District.
- B. HGS accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above.

III. CLIENT FILES

The files and work product materials ("client file") of the Client generated or received by HGS will be maintained confidentially and in accordance with the Florida Bar rules. At the conclusion of the representation, the client file will be stored by HGS for a minimum of five (5) years. After the five (5) years storage period, the Client hereby acknowledges and consents that HGS may confidentially destroy or shred the client file, unless HGS is provided a written request from the Client requesting return of the client file, to which HGS will return the client file at Client's expense.

IV. FEES

- A. The Client agrees to compensate HGS for services rendered in connection with any matters covered by this Agreement according to the standard hourly billing rates

for individual HGS lawyers plus actual expenses incurred by HGS in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Certain work related to issuance of bonds may be performed under a flat fee to be separately approved.

- B. To the extent practicable and consistent with the requirements of sound legal representation, HGS will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate so long as he or she has the requisite knowledge and experience. The standard hourly rate of Jennifer L. Kilinski is \$275.00 and the associates and paralegals that are most likely to assist in this work are billed at \$245.00 and \$170.00, respectively. HGS' standard hourly billing rates are reevaluated annually prior to the beginning of the calendar year and are subject to change each year at that time. Client agrees to HGS' annual rate increases to the extent hourly rates are not increased beyond \$15/hour for attorneys working on this matter.
- C. HGS will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay HGS monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from HGS. HGS shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for HGS to immediately withdraw from the representation without regard to remaining actions necessitating attention by HGS as part of the representation.

VI. DEFAULT

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that HGS represents a number of special districts, trustees (including U.S. Bank National Association ("U.S. Bank") and Wells Fargo National Association),

bondholders, and other entities throughout Florida relating to community development districts and other special districts. HGS understands that Client may enter into an agreement with U.S. Bank or other trustee in connection with the issuance of bonds, and that Client may request that HGS simultaneously represent Client in connection with the issuance of bonds, while HGS is also representing U.S. Bank or other trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) HGS will be able to provide competent and diligent representation of Client, regardless of HGS' other representations, and (3) there is not a substantial risk that HGS' representation of Client would be materially limited by HGS' responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with HGS' representation of various special districts, trustees, bondholders, and other entities relating to community development districts and other special districts in Florida.

VIII. TERMINATION

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

IX. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by HGS and the Client. The contract formed between HGS and the Client shall be the operational contract between the parties.

X. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT

HOPPING GREEN & SAMS, P.A.

By: _____

By: _____

Date: _____

Its: Vice President

Date: _____

HOPPING GREEN & SAMS, P.A.
CDD EXPENSE REIMBURSEMENT POLICY

The following is Hopping Green & Sams' standard expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, HGS shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees and business-related telephone, telegraph and facsimile charges shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

ATTACHMENT A

C.

RESOLUTION 2018-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS
EDGE II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A
REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT,
AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. Jennifer Kilinski is hereby designated as the Registered Agent for the Rivers Edge II Community Development District.

SECTION 2. The District’s Registered Office shall be located at 119 South Monroe Street, Suite 300, Tallahassee, Florida 32301.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with St. Johns County and the Florida Department of Economic Opportunity.

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

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

D.

RESOLUTION 2018-07

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located in St. Johns County, Florida.

SECTION 3. The District’s local records office shall be located at 475 West Town Place, Suite 114, St. Augustine, FL 32092.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

E.

RESOLUTION 2018-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy (the "**Public Comment Policy**") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one (1) period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.

- c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.
- d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.
- b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.
- c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening

remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

- d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
- i. The Presiding Officer may declare a recess.
 - ii. The Presiding Officer may contact the local law enforcement authority.
 - iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

FIFTH ORDER OF BUSINESS

A.

RESOLUTION 2018-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS
EDGE II COMMUNITY DEVELOPMENT DISTRICT ADOPTING A
POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES;
AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Rivers Edge II Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees and authorized persons whose travel is authorized and paid for by a public agency; and

WHEREAS, the District desires to adopt a Policy for Reimbursement of District Travel Expenses (the “Travel Reimbursement Policy”) pursuant to the provisions of Section 112.061, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

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

SECTION 1. The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A**.

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

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

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

EXHIBIT A

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES

1.0 GENERAL PROVISIONS.

- 1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by Rivers Edge II Community Development District (“District”) board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the District.
- 1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.
- 1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

2.0 TRANSPORTATION.

- 2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.
- 2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.
- 2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.
- 2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.
- 2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.
- 2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in

Section 112.061, *Florida Statutes*. Should the State increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate.

- 2.7 All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.
- 2.8 No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

3.0 INCIDENTAL EXPENSES.

- 3.1 Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.
- 3.2 Reimbursement for meals shall not exceed \$6 for breakfast, \$11 for lunch, and \$19 for dinner. Should the State increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.
- 3.3 Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

B.

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

To: Board of Supervisors
Rivers Edge II Community Development District

From: Jennifer Kilinski

Date: July 18, 2018

Re: Prompt Payment Policies and Procedures

The purpose of this memorandum is to outline the Rivers Edge II Community Development District's ("District") responsibilities under the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) ("Act"). The Act requires districts to establish procedures for marking payment requests or invoices as "received" and to establish dispute resolution procedures in the event a dispute occurs between a district and a contractor.

The accompanying proposed resolution and policy ("Prompt Payment Policies and Procedures") sets forth specific policies and procedures to ensure timely payment to vendors or contractors providing goods or services to the District and to provide guidance in contracting matters. The Prompt Payment Policies and Procedures will provide more protection for the District by establishing a process to deny and resolve instances of improper invoices such as an invoice for goods or services that fails to meet the contract requirements. As required by the Act, the Prompt Payment Policies and Procedures delineate the procedure for accepting and calculating the date of payment for construction services and non-construction goods and services.

If you have questions regarding the Prompt Payment Act, or the attached proposed Resolution and Prompt Payment Policies and Procedures, please do not hesitate to contact me.

RESOLUTION 2018-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS
EDGE II COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT
PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218,
FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Rivers Edge II Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in St. Johns County, Florida; and

WHEREAS, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. All District resolutions, policies or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed, except as noted below.

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

PASSED AND ADOPTED THIS 18th DAY OF JULY, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

Prompt Payment Policies and Procedures **In Accordance With the Local Government Prompt Payment Act** **Chapter 218, Part VII, Florida Statutes**

July 18, 2018

Rivers Edge II Community Development District **Prompt Payment Policies and Procedures**

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I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Rivers Edge II Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735(1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the

Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone: (904) 940-5850), email: jperry@gmsnf.com, Fax (904) 940-5899).

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved

- in writing by the Board of the District Manager
6. Project name (if applicable)
 7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
 8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
 - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
 9. Any applicable discounts
 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

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

St. Augustine, Florida 32092
Attn: District Manager

2. **Email Address**
jperry@gmsnf.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and
3. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall identify the Agent to which the Contractor shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:

1. Be provided in writing;
2. Specify any and all known deficiencies; and

3. State actions necessary to correct the Improper Invoice.

c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

A. Dispute between the District and a Contractor

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

B. Dispute Resolution Procedures

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In

addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

C.

RESOLUTION 2018-11

A RESOLUTION SETTING FORTH THE POLICY OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) and the officers and staff of the Rivers Edge II Community Development District (“District”) are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers, employees and staff of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:
 - a. All members of the Board of Supervisors; and
 - b. The District Manager, Assistant District Manager, Secretary and Assistant Secretaries, Attorneys, Engineers, employees of the District, and other District Staff Members and officers (the “Staff”).
 - c. Other independent contractors, agents or persons shall not be so indemnified with respect to service to the District except to the extent permitted by law and authorized by a majority vote of the members of the District's Board of Supervisors participating and voting. Independent contractors so extended coverage by majority vote as detailed above shall be treated as “Staff” under this Resolution.
2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or

omission of action of all District Board members, officers, staff or employees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Board member or Staff member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Board member or Staff member for an act or omission under color of state law, custom or usage, wherein it is alleged that such Board member or Staff member has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against a Board member or Staff member from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its Staff from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by a Board member or Staff member while performing the duties and functions of his or her position.
4. This Resolution is intended to evidence the District's support of Board members and Staff members who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the District Board member(s) and/or Staff member(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property.
5. In the event that the District has expended funds to provide an attorney to defend a Board member or Staff member who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.
6. The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorney's fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any

Board member or Staff member as described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statutes, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph; provided, however, that the District determines such compromise or settlement to be in the District's best interest.

7. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:
 - a. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Manager within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Board member and/or Staff member. The District Manager shall disseminate such information received to all members of the Board and to the District Attorney as soon as reasonably possible after receipt unless such dissemination is prohibited by law; and
 - b. The Board member and/or Staff member must cooperate continuously and fully with the District in the defense of the action.
8. Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:
 - a. Consulting or other outside professional or business activities for which the Board member and/or Staff member received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
 - b. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution; and
 - c. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
 - d. Any indemnification or defense prohibited by law.
9. In the event legal representation or defense is provided pursuant to this Resolution, the Board member and/or Staff member may either:

- a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
 - b. Retain legal counsel chosen by the Board member and/or Staff member, in which case the District shall have the right to:
 - i. Approve, in advance, any agreement for legal fees or disbursements; and
 - ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and
 - iii. Direct the defense and settle or compromise the action or claim; and
 - iv. Any monies that may be payable by the District shall be reduced or offset by any court costs or attorneys' fees awarded to the Board member or Staff member.
10. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.
11. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or Staff member.
12. The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.
13. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

1.



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Rivers Edge II Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Quotation being provided for:

**Rivers Edge II Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092**

Term: June 22, 2018 to October 1, 2018

Quote Number: 100117730

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery		Not Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docks and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile
	Section II B1	Business Income	\$1,000,000 in any one occurrence
	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

Description

Limit

Deductible

Forgery and Alteration

Not Included

Not Included

Theft, Disappearance or Destruction

Not Included

Not Included

Computer Fraud including Funds Transfer Fraud

Not Included

Not Included

Employee Dishonesty, including faithful performance, per loss

Not Included

Not Included

AUTOMOBILE COVERAGE

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption

Limit: \$100,000 each claim/annual
aggregate



PREMIUM SUMMARY

Rivers Edge II Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092

Term: June 22, 2018 to October 1, 2018

Quote Number: 100117730

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$761
Public Officials and Employment Practices Liability	\$623
TOTAL PREMIUM DUE	\$1,384

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

Annual Premium:

GL: \$2,750

POL/EPLI: \$2,250

Total: \$5,000

This Quote is Subject to Receiving the FEIN Number for the District.



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 06/22/2018, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Rivers Edge II Community Development District

(Name of Local Governmental Entity)

By: _____
Signature Print Name

Witness By: _____
Signature Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE June 22, 2018

By: _____
Administrator

D.

RESOLUTION 2018-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND/OR RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District was established by Ordinance No. 2018-26 of the St. Johns County Board of County Commissioners, effective June 22, 2018; and

WHEREAS, Section 190.0485, Florida Statutes, requires a “Notice of Establishment” to be filed within 30 days after the effective date of the ordinance; and

WHEREAS, the organizational meeting of the District’s Board of Supervisors was scheduled for July 18, 2018; and

WHEREAS, Hopping Green & Sams, P.A., arranged for the recording of the “Notice of Establishment of the Rivers Edge II Community Development District” with the St. Johns County Clerk of the Court to ensure compliance with Florida law.

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

1. AUTHORIZATION. The actions of Hopping Green & Sams, P.A., in the recording of the Notice of Establishment of the Rivers Edge II Community Development District are hereby authorized, ratified, confirmed and approved.

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

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

E.

RESOLUTION 2018-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Rivers Edge II Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 1.2(2) of the District’s Proposed Rules of Procedure appoints the Secretary of the District as the District’s records custodian; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, who may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A. serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
- B. coordinate the District's records inventory; and
- C. maintain records retention and disposition forms; and
- D. coordinate District records management training; and
- E. develop records management procedures consistent with the attached Records Retention Policy, as amended; and
- F. participate in the development of the District's development of electronic record keeping systems; and
- G. submit annual compliance statements; and
- H. work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this resolution supersedes any Records Retention Policy previously adopted by the District.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

F.

INTERIM ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 18th day of July, 2018, by and between:

Rivers Edge II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida (the “District”); and

Prosser, Inc., a Florida Corporation providing professional engineering services (the “Engineer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”), as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

WHEREAS, the District intends to employ the Engineer on an interim basis to perform engineering, surveying, planning, landscape architecture, construction administration, environmental management, and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
3. Any other items requested by the Board of Supervisors.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization, which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under this Agreement shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount - The Parties shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Exhibit A**.

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage, and handling of drawings and specifications.

Article 5. Term of Agreement. It is understood and agreed that this Agreement is for interim engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the Parties until such time as the District notifies the Engineer that it has entered into a subsequent agreement for engineering services.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 7. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District’s sole risk and without liability or legal exposure to the Engineer.

Article 11. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor’s(s’) methods of determining prices, or over

competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 12. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$1,000,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon

demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 13. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 14. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 15. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 16. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under this Agreement.

Article 17. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall

constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, *Florida Statutes*.

Article 18. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is Jim Perry.

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

Article 19. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

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

With a copy to: Hopping, Green & Sams, P.A.
119 S. Monroe Street, Suite 300

Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Engineer:

Prosser, Inc.
13901 Sutton Park Drive S, Suite 200A
Jacksonville, FL 32224
Attn: Ryan Stilwell, P.E.

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

Article 20. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 21. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

Article 22. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 6 herein.

Article 23. Termination. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable

attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Article 25. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

PROSSER, INC.

Witness

By: _____
Its: _____

Exhibit A
RATE SCHEDULE



Hourly Rate Schedule

Effective March 1, 2016

Planning & Engineering

Principal	\$185
Project Director	\$165
Project Manager	\$150
Senior Engineer	\$150
Engineer	\$130
Senior Planner & Senior Landscape Architect	\$150
Planner & Landscape Architect	\$130
Senior Graphic Arts Director	\$150
Graphic Arts Designer	\$110
Senior Designer	\$110
Designer	\$100
CADD Technician	\$85
Clerical	\$55
Administrative Support	\$85

Project & Business Services

Project Administrator	\$140
Sr. Project Researcher	\$135
Project Researcher	\$130
Sr. Public Relations Liaison	\$150
Technical Writer	\$100

Information Services

Programmer	\$135
Information Systems	\$135
GIS Programmer	\$130
GIS Analyst	\$130
GIS Technician	\$110

CEI/Construction Management Services

Resident Engineer	\$150
Inspection Manager	\$135
Sr. Construction Inspector	\$ 95
Construction Inspector	\$ 85

ALL REIMBURSABLE EXPENSES SHALL BE COST TIMES A FACTOR OF 1.15

WORK AUTHORIZATION NUMBER 1

_____, 2018

Rivers Edge II Community Development District
St. Johns County, Florida

Subject: **Work Authorization Number 1**
Rivers Edge II Community Development District

Dear Chairman, Board of Supervisors:

Prosser, Inc. is pleased to submit this work authorization to provide engineering services for the Rivers Edge II Community Development District (“District”). We will provide these services pursuant to our current agreement dated _____, 2018 (“Interim Engineering Agreement”) as follows:

I. Scope of Work

The District will engage the services of Prosser, Inc. as Engineer to prepare any necessary reports and attend and participate in meetings of the District’s Board of Supervisors as requested by the District.

II. Fees

The District will compensate Prosser, Inc. pursuant to the hourly rate schedule contained in the Interim Engineering Agreement in accordance with the terms of the Interim Engineering Agreement. The District will reimburse Prosser, Inc., all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Interim Engineering Agreement.

This proposal, together with the Interim Engineering Agreement, represents the entire understanding between the District and Prosser, Inc. with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Prosser, Inc. We look forward to working with you.

Sincerely,

Prosser, Inc.
Ryan Stilwell, P.E.

APPROVED AND ACCEPTED

By: _____
Chairman, Rivers Edge II
Community Development District

G.

RESOLUTION 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING A REQUEST FOR QUALIFICATIONS FOR DISTRICT ENGINEERING SERVICES AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the provisions of Sections 190.033 and 287.055, *Florida Statutes*, the District’s Board of Supervisors (“Board”) may contract for the services of consultants to perform planning, engineering, architectural or other professional services; and

WHEREAS, the Board desires to authorize a request for qualifications process (“RFQ”) to select a District Engineer.

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

1. **AUTHORIZATION FOR RFQ.** The form of “RFQ Project Manual” attached hereto as **Exhibit A**, including the notice and evaluation criteria, is hereby approved in substantial form. District Staff is hereby directed to affect the RFQ and provide any responses to the Board for consideration.

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

PASSED AND ADOPTED THIS 18th day of July 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: RFQ Project Manual

EXHIBIT A

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

The Rivers Edge II Community Development District (“District”), located in St. Johns County, Florida, announces that professional engineering services will be required on a continuing basis for the District’s anticipated capital improvements which may include work related to transportation facilities, utility facilities and recreational facilities, and all other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and provide District engineering services, as required.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to, past experience as a District Engineer for any community development district(s) and past experience with St. Johns County; e) the geographic location of the Applicant’s headquarters and offices; and f) the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who is anticipated to handle District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All applicants interested must submit one original and one electronic version of Standard Form No. 330 and Qualification Statement by __:00 p.m. on ____, 2018 to the attention of Mr. James Perry, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“District Manager’s Office”).

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant and so on.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed pursuant to the District’s Rules of Procedure. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00). Additional information and requirements regarding protests are set forth in the District’s Rules of Procedure, which are available from the District Manager.

Publish on _____ (must be published at least 14 days prior to submittal deadline)

**RIVERS EDGE II
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 35 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other special districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 10 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

H.

RESOLUTION 2018-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRMAN AND VICE CHAIRMAN THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, earthwork, water, sewer, reuse and drainage system, roadway improvements, recreation improvements, wetland mitigation, and landscape and hardscape improvements; and

WHEREAS, the District intends to adopt a Master Engineer's Report ("Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements that are to be constructed thereto (the "Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements (the "Permits and Conveyances"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairman and the Vice Chairman to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan (the "Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors finds that granting to the Chairman and the Vice Chairman the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

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

SECTION 2. DELEGATION OF AUTHORITY. The Chairman and the Vice Chairman of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chairman, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairman or the Vice Chairman, respectively. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

I.

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

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

THIS AGREEMENT is made and entered into this ____ day of July, 2018, 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").

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 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 property 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 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, the Districts 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, each of which are more particularly identified in **Composite Exhibit A**, attached hereto and incorporated herein by reference (the “Shared Offsite Improvements”); and

WHEREAS, the Districts each independently own certain recreational facilities and related improvements within each of their respective boundaries, which includes for Rivers Edge the River House with related improvements and for Rivers Edge II the River Club and related improvements, which improvements are as more particularly identified in **Composite Exhibit B**, attached hereto and incorporated herein by reference (the “Amenity Facilities” and collectively with the Shared Offsite Improvements, hereinafter referred to as the “Improvements”); and

WHEREAS, the Districts will continue to fund, operate and maintain the Amenity Facilities within each of their respective boundaries but find that it is in the best interests of their collective residents and landowners to continue their commitment to working together by entering into this Agreement to establish uniform charges to use each entity’s respective Amenity Facilities and to establish a framework for the residents of all RiverTown neighborhoods to share in the use of those amenities; 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 hereby desire to enter into this Interlocal Agreement, which shall be filed as required by law with the Circuit Clerk of St. Johns County, Florida.

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 Districts, the Districts agree as follows:

1. RECITALS. The Recitals state above are hereby confirmed by the Districts 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 District's 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 District's 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.
- 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.

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.
 - (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. Such report shall at a minimum include a description of any damage or destruction of property. Rivers Edge II, to the extent necessary, shall cooperate and aid Rivers Edge in making any and all reports required by any insurance company or as required by the District in connection with any accident or claim. Rivers Edge II shall not file any claims with Rivers Edge's, or Rivers Edge's contractor(s), insurance company without the

prior written consent of Rivers Edge's 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 shall provide annually on or before June 1 to Rivers Edge II the total amount anticipated for the succeeding fiscal year for operation and maintenance of the Improvements, which calculation shall be as set forth in Section 4 herein.

B. Rivers Edge II obligations are as follows:

- (i) *General duties.* Rivers Edge II shall be responsible for the management and maintenance of the River Club in lawful manner and in accordance with applicable permits, regulations, code and ordinances.
- (ii) *Payment of Shared Costs of Improvements.* Rivers Edge shall be responsible for providing to Rivers Edge II annually on or before June 1 the total amount anticipated for the succeeding fiscal year for operation and maintenance of the Improvements. The appropriate cost shall be as set forth in Section 4 herein.

4. MAINTENANCE CONTRACTS AND COST SHARING.

- A. Rivers Edge, through its contractor(s), shall be responsible for providing management and maintenance of the Improvements, except for the River Club.
- B. Rivers Edge II shall be responsible for its proportionate share of the costs associated with the management and maintenance of the Improvements (the "Rivers Edge II Expenses") and Rivers Edge shall be responsible for its proportionate share of the costs associated with the management and maintenance of the Improvements (the "Rivers Edge Expenses" and together with the Rivers Edge II Expenses, referred to hereinafter as "Shared Costs"). Such Shared Costs shall be calculated based upon consultation with the Districts' methodology consultants and the Districts' engineer(s) and may change from time to time, based on updates to the development plan of the Districts' properties. Based upon the development plan for the Districts' properties, the following calculation shall be used for the operation, maintenance and capital reserve percentages of the Improvements: (1) Rivers Edge: [thirty-two percent (32%)] and (2) Rivers Edge II: [sixty-eight percent (68%)]. A table supporting such calculation is attached hereto as **Exhibit C** and is incorporated herein by this reference. The Shared Costs percentage and total cost may change from time to time

based on market factors affecting cost of labor, capital reserve requirements, 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 Improvements and the Rivers House, but not the River Club, and will separately invoice Rivers Edge II for its proportionate share of 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 be responsible for such costs.

5. APPROVAL OF SUPPLEMENTAL MAINTENANCE SERVICES. Should either District desire enhanced or supplemental maintenance services of the Improvements, such District shall notify the other District, in advance and in writing, of such request and the Districts 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.

6. DEFAULT; CONFLICT RESOLUTION; TERMINATION.

A. Default; Cure. A default by either of the Districts under this Interlocal Agreement shall entitle the other District 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 party 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.

i. In order to allow for members of the Rivers Edge II Board to provide input regarding the Improvements, all meetings wherein the Rivers Edge Board takes action on any matters related to the Improvements, including the construction, acquisition, operation and/or maintenance thereof, shall occur at a joint public meeting of the Boards (hereinafter, the "Joint Meeting"); provided, however, that a Joint Meeting shall not be required for approval, authorization and/or ratification of invoices or expenditures that are routine or are within the annual budgeted amount for such items. All Joint Meetings shall be noticed in the same manner as a regular board of supervisors meeting. The Districts agree to use good faith toward the resolution of any such issues or areas of concern relating to the Improvements.

ii. Notwithstanding the foregoing, despite the Districts' obligation to hold Joint Meetings to deal with matters relating to the Improvements, a Joint Meeting shall not be required to be held if such obligation is waived by the Chairman or Vice-Chairman of the Rivers Edge II Board, as applicable, in writing in advance of the next scheduled Joint Meeting.

C. Mediation. In the event the Districts are unable to resolve the issues which are the subject of the Joint Meeting, the Districts shall submit their dispute to mediation. The Districts 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 of the Districts 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.

D. Mutual Termination. The Districts shall have the option of terminating this Agreement only by entering into a written Termination Agreement 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 maintenance of Improvements that are required by various development approvals that service County and State roadways, the Districts agree each will continue to fund the operation and maintenance of the Improvements through and until the final resolution of disagreements hereunder.

7. INSURANCE. During the term of this Agreement, the Districts shall each maintain general liability coverage in an amount sufficient to protect its interests relative to the Amenity Facilities within their respective boundaries. Further, the Districts 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, as additional insureds under the insurance policy.

- F. By execution of this Agreement, Rivers Edge II acknowledges that the Rivers Edge's own insurance policy will not provide coverage for any services or additional work performed for the Improvements. The sole insurance coverage provided for under this Agreement is the insurance coverage required by the Rivers Edge's contractor, as set forth above.

8. IMMUNITY. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either District, 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 Districts as an arm's length transaction. The Districts 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 both 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 Districts hereto, each District has complied with all the requirements of law, and each District 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

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 Districts. 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 Districts and 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 either District without the prior written consent of the other. Any purported assignment without such approval shall be void.

16. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Districts. 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 Districts.

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 improvements as "public" facilities, under the terms and

conditions established by the Districts. Nothing herein shall give either District 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 Districts 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 Districts 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.

[Remainder of Page Intentionally Left Blank]

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

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Print Name

By: _____
Chairman, Board of Supervisors

Witness

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

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

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Print Name

By: _____
Chairman, Board of Supervisors

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, who is personally known to me, and who Did [] or Did Not [] take an oath.

Print Name: _____
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Composite Exhibit A: Improvements
Exhibit B: Policies
Exhibit C: Calculation of Shared Costs
Exhibit D: Preliminary Shared Cost Estimates

Composite Exhibit A: Improvements

DRAFT

Exhibit B: Policies

DRAFT

Exhibit C: Calculation of Improvement Proportional Costs

DRAFT

Exhibit D: Preliminary Cost Share Estimates

DRAFT

J.

**AGREEMENT BETWEEN THE RIVERS EDGE II COMMUNITY DEVELOPMENT
DISTRICT AND MATTAMY JACKSONVILLE, LLC
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
IMPROVEMENTS AND REAL PROPERTY**

THIS ACQUISITION AGREEMENT (“**Agreement**”) is made and entered into, by and between:

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

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District was established by Ordinance of the St. Johns County Board of County Commissioners, effective June 22, 2018, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of acquiring, planning, financing, constructing, installing, operating and/or maintaining certain infrastructure, including property, stormwater management, irrigation, buffers, public roadways, wetland mitigation, and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner of certain lands in St. Johns County (“**County**”), located within the boundaries of the District as further described in the attached **Exhibit A** (“**District Lands**”); and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Engineer’s Report* dated _____ (“**Master Engineer’s Report**”), as supplemented by the *Supplemental Engineer’s Report* dated _____ 2018 (collective with the Master Engineer’s Report, the “**Engineer’s Report**”), attached to this Agreement as **Exhibit B** (the “**Project**”); and

WHEREAS, the District intends to finance a portion of the Project through the use of proceeds from the anticipated sale of special assessment revenue bonds (the “**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of all of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Landowner’s need to commence or cause commencement of development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Landowner has advance funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements, and, pursuant a *Completion Agreement* entered into between the District and Landowner, Landowner may cause funds to be advanced and/or Improvements to be completed to the extent that the proceeds of the Bonds are insufficient to cover costs of construction of the remaining Improvements; and

WHEREAS, the Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) from Landowner.

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 Landowner agree as follows:

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

2. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (“**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. ***Request for Conveyance and Supporting Documentation*** – When Work Product or Improvements are ready for conveyance by or on behalf of the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Landowner agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").
- c. **Conveyances on "As Is" Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. Landowner agrees to assign, transfer and convey to the District any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.
- d. **Right to Rely on Work Product and Releases** – The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Landowner shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.
- e. **Transfers to Third-Party Governments** – If any item acquired is to be conveyed to a third-party governmental body, then the Landowner agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.

- f. **Permits** – The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements does not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

3. CONVEYANCE OF REAL PROPERTY. The Landowner agrees that it will convey to the District at or prior to the Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Project, and (ii) the purchase price for the Real Property is less than or equal to the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose. The parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for the Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Landowner Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Landowner of its right, easement and privilege to use the area conveyed to

construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof.

- d. ***Fees, Taxes, Title Insurance*** – The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Landowner conveys all said lands to the District. At the time of conveyance, the Landowner shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Landowner and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Landowner's ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Landowner agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Landowner shall pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.

- ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes, assessments, or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. ACQUISITIONS AND BOND PROCEEDS. The District shall in good faith pursue the issuance of the Bonds to finance a portion of the Project and may in the future, and in its sole discretion, elect to issue additional bonds ("Future Bonds") that may be used to finance portions of the work acquired hereunder that are not financed with the Bonds. In the event that the District issues the Bonds (or any Future Bonds) and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Landowner for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Landowner acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local

government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

6. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

7. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner. Additionally, this Agreement may not be amended without the prior written consent of the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to District:** Rivers Edge II Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Jennifer Kilinski

B. **If to Landowner:** Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Leslie 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 District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

12. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Bonds shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

13. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee and bondholders owning a majority of the aggregate principal amount of the Bonds outstanding, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Landowner's obligations hereunder.

14. 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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

15. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public record and treated as such in accordance with Florida law.

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

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

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

20. EFFECTIVE DATE. This Agreement shall be effective _____, 2018.

[Signature Page Follows]

WHEREFORE, the parties below execute the Acquisition Agreement.

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Print Name: _____

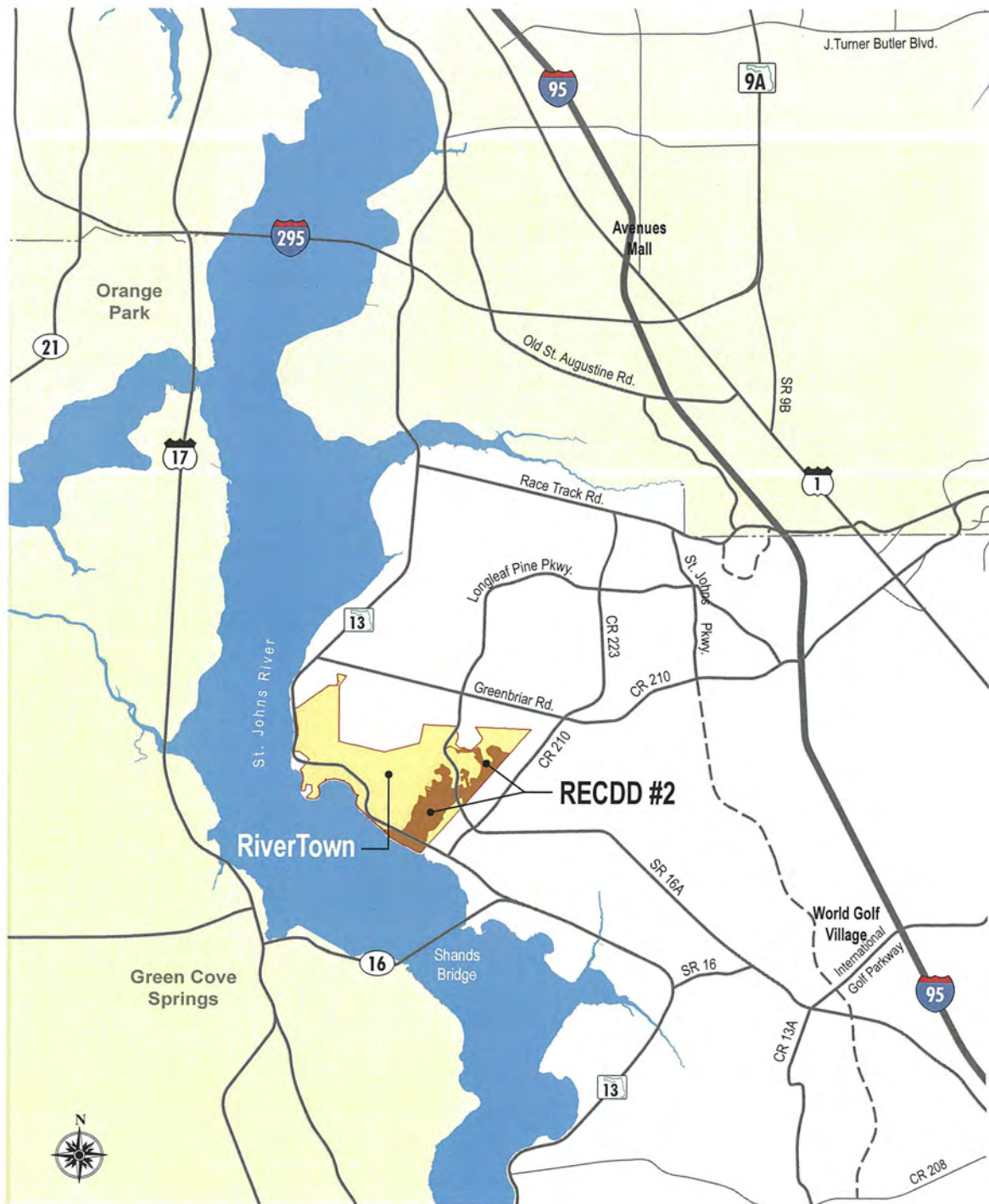
By: _____
Its: _____

Exhibit A: District Lands

Exhibit B: *Engineer's Report* dated _____, as supplemented by the *Supplemental
Engineer's Report* dated _____.

Exhibit A
District Lands

DRAFT



VICINITY MAP

Exhibit 1

PROSSER

RiverTown

CDD 2 North Parcel (Part One)

Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Reference, COMMENCE at the intersection of the northerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), with the easterly monumented line of said Frances P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and run thence, along the aforesaid said northerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 179.79 feet, to the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, continue North 63°27'26" West, along the aforesaid northerly Right of Way line of STATE ROAD No. 13, a distance of 2,917.82 feet; thence departing from aforesaid northerly Right of Way line of STATE ROAD No. 13, run the following ten (10) courses and distances:

Course No. 1: run thence, North 52°12'30" East, a distance of 337.34 feet, to a point;

Course No. 2: run thence, North 43°00'14" East, a distance of 340.19 feet, to a point;

Course No. 3: run thence, North 27°38'47" East, a distance of 540.78 feet, to a point;

Course No. 4: run thence, North 59°45'43" East, a distance of 312.12 feet, to a point;

Course No. 5: run thence, North 12°39'39" East, a distance of 376.82 feet, to a point;

Course No. 6: run thence, North 03°30'59" West, a distance of 427.45 feet, to a point;

Course No. 7: run thence, North 23°57'56" East, a distance of 932.43 feet, to a point;

Course No. 8: run thence, North 48°02'01" East, a distance of 302.22 feet, to a point;

Course No. 9: run thence, North 27°34'13" East, a distance of 248.54 feet, to a point;

Course No. 10: run thence, North 07°09'39" East, a distance of 674.95 feet, to a point, on the southerly line of "Parcel 11- Elementary School Site", as per the Sketch and Legal prepared by this Firm, dated April 28, 2016; run thence, along the southerly and easterly boundary of said "Parcel 11 - Elementary School Site", the following thirty-four (34) courses and distances:

Course No. 1: run thence, South 71°41'33" East, a distance of 775.63 feet, to a point;

Course No. 2: run thence, North 33°37'29" East, a distance of 62.40 feet, to a point;

Course No. 3: run thence, North 06°30'58" East, a distance of 40.31 feet, to a point;

Course No. 4: run thence, North 00°03'18" West, a distance of 68.98 feet, to a point;

Course No. 5: run thence, North 05°58'04" East, a distance of 38.17 feet, to a point;

Course No. 6: run thence, North 08°08'34" West, a distance of 93.10 feet, to a point;

Course No. 7: run thence, North 09°42'05" East, a distance of 76.71 feet, to a point;

Course No. 8: run thence, North 05°07'10" West, a distance of 43.27 feet, to a point;

Course No. 9: run thence, North 15°48'54" East, a distance of 37.19 feet, to a point;

Course No. 10: run thence, North 09°54'54" East, a distance of 82.20 feet, to a point;

Course No. 11: run thence, North 32°10'30" East, a distance of 50.58 feet, to a point;

Course No. 12: run thence, North 36°15'54" West, a distance of 72.68 feet, to a point of curvature, of a curve, leading northeasterly;

Course No. 13: run thence, northeasterly, along and around the arc of a curve, being concave easterly, and having a radius of 25.00 feet, through a central angle of 39°51'27" to the right, an arc distance of 17.39 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 16°20'11" West, 17.04 feet;

Course No. 14: run thence, North 03°35'33" East, along last said tangency, a distance of 55.29 feet, to a point;

Course No. 15: run thence, North 27°46'35" West, a distance of 159.19 feet, to a point;

Course No. 16: run thence, North 23°56'36" West, a distance of 57.05 feet, to a point;

Course No. 17: run thence, North 15°33'10" West, a distance of 49.85 feet, to a point;

Course No. 18: run thence, South 78°39'24" East, a distance of 24.49 feet, to a point;

Course No. 19: run thence, North 11°59'52" East, a distance of 50.59 feet, to a point;

Course No. 20: run thence, South 90°00'00" East, a distance of 151.53 feet, to a point;

Course No. 21: run thence, South 05°24'52" West, a distance of 67.04 feet, to a point;

Course No. 22: run thence, North 68°26'00" East, a distance of 25.11 feet, to a point;

Course No. 23: run thence, South 03°06'04" East, a distance of 17.72 feet, to a point;

Course No. 24: run thence, South 36°29'04" East, a distance of 22.83 feet, to a point;

Course No. 25: run thence, South 50°43'11" East, a distance of 72.64 feet, to a point;

Course No. 26: run thence, North 72°12'33" East, a distance of 53.45 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 27: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 25.00 feet, through a central angle of 77°36'13" to the right, an arc distance of 33.86 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 68°59'20" East, 31.33 feet;

Course No. 28: run thence, South 30°11'14" East, along last said tangency, a distance of 38.85 feet, to a point;

Course No. 29: run thence, South 88°25'01" East, a distance of 83.24 feet, to the point of a non tangential curve, leading easterly;

Course No. 30: run thence, easterly, along and around the arc of a curve, being concave southerly, and having a radius of 25.00 feet, through a central angle of 21°11'35" to the right, and arc distance of 9.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 77°16'23" East, 9.20 feet;

Course No. 31: run thence, South 66°40'36" East, along last said tangency, a distance of 8.56 feet, to a point;

Course No. 32: run thence, South 40°08'11" East, a distance of 55.96 feet, to a point;

Course No. 33: run thence South 48°32'04" East, a distance of 42.75 feet, to a point;

Course No. 34: run thence, North 54°28'40" East, a distance of 62.15 feet, run thence, North 14°57'14" East, a distance of 30.79 feet, to a point, which lies 62.00 feet southerly of, the most northerly line of that 53 foot wide easement, dedicated to Peoples Gas System, and recorded in Official Records Book 3150, page 578 of the Public Records of St. Johns County, Florida, and also being the northerly line of that 53 foot wide easement dedicated to JEA, and recorded in Official Records Book 3131, page 483, of the Public Records of said St. Johns County, Florida; run thence, parallel with and concentric to, and 62 feet southerly of the northerly line of last said two (2) easements, the following two (2) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 514.50 feet, through a central angle of 44°41'04" to the left, an arc distance of 401.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 53°35'59" West, 391.16 feet;

Course No. 2: run thence, North 75°56'31" West, along last said tangency, a distance of 213.21 feet, to a point; thence departing from aforesaid line, run the following twenty-three (23) courses and distances:

Course No. 1: run thence, North 14°03'30" East, a distance of 108.94 feet, to a point;

Course No. 2: run thence, South 74°33'07" East, a distance of 562.46 feet, to a point;

Course No. 3: run thence, North 23°01'26" East, a distance of 378.93 feet, to a point;

Course No. 4: run thence, North 05°59'33" West, a distance of 343.45 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 5: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 239.56 feet, through a central angle of $124^{\circ}52'14''$ to the right, an arc distance of 522.09 feet, to the point of reverse curvature, of a curve continuing easterly, last said arc being subtended by a chord bearing and distance of North $85^{\circ}05'05''$ East, 424.73 feet;

Course No. 6: run thence easterly, along and around the arc of a curve, being concave northerly, and having a radius of 376.68 feet, through a central angle of $107^{\circ}24'34''$ to the left, an arc distance of 706.15 feet, to a point, last said arc being subtended by a chord bearing and distance of South $86^{\circ}11'06''$ East, 607.19 feet;

Course No. 7: run thence, North $02^{\circ}54'47''$ East, along a non-tangent line, a distance of 451.50 feet, to a point;

Course No. 8: run thence, North $47^{\circ}44'50''$ West, a distance of 397.82 feet, to a point;

Course No. 9: run thence, South $79^{\circ}35'12''$ West, a distance of 338.27 feet, to a point of curvature, of a non-tangent curve, leading northerly;

Course No. 10: run thence northerly, along and around the arc of a curve, being concave easterly, and having a radius of 295.05 feet, through a central angle of $158^{\circ}05'24''$ to the right, an arc distance of 814.09 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North $08^{\circ}21'00''$ East, 579.34 feet;

Course No. 11: run thence, North $70^{\circ}01'49''$ East, along last said non-tangent line, a distance of 358.05 feet, to a point;

Course No. 12: run thence, North $05^{\circ}42'53''$ East, a distance of 192.02 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 13: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 197.27 feet, through a central angle of $178^{\circ}06'21''$ to the right, an arc distance of 613.22 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North $78^{\circ}15'46''$ East, 394.49 feet;

Course No. 14: run thence, South $57^{\circ}46'35''$ East, a distance of 587.65 feet, to a point;

Course No. 15: run thence, South $28^{\circ}33'27''$ East, a distance of 495.97 feet, to a point;

Course No. 16: run thence, South $28^{\circ}39'55''$ West, a distance of 310.12 feet, to a point;

Course No. 17: run thence, South $73^{\circ}27'16''$ West, a distance of 147.61 feet, to a point;

Course No. 18: run thence, South $54^{\circ}17'33''$ East, a distance of 536.88 feet, to a point;

Course No. 19: run thence, South $03^{\circ}08'19''$ East, a distance of 279.38 feet, to a point;

Course No. 20: run thence, South $17^{\circ}38'48''$ West, a distance of 605.51 feet, to a point;

Course No. 21: run thence, South $24^{\circ}09'05''$ East, a distance of 216.50 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 22: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 465.00 feet, through a central angle of 22°32'24" to the right, an arc distance of 182.93 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 79°19'39" East, 181.75 feet;

Course No. 23: run thence, South 89°24'09" East, a distance of 141.88 feet, to a point on the westerly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida; run thence, along the aforesaid westerly Right of Way line of LONGLEAF PARKWAY, run the following one (1) course and distance:

Course No. 1: run thence southerly, along and around the arc of a curve, being concave easterly, and having a radius of 3,565.00 feet, through a central angle of 21°02'53" to the left, an arc distance of 1,309.54 feet, said curve, said arc being subtended by a chord bearing and distance of South 09°25'38" East, 1,302.29 feet; departing from aforesaid westerly Right of Way line of LONGLEAF PARKWAY, run the following seven (7) courses and distances:

Course No. 1: run thence, South 36°38'06" West, a distance of 400.42 feet, to a point;

Course No. 2: run thence, South 54°58'08" West, a distance of 330.30 feet, to a point;

Course No. 3: run thence, South 44°29'47" West, a distance of 430.83 feet to a point;

Course No. 4: run thence, South 64°12'38" West, a distance of 301.97 feet, to a point;

Course No. 5: run thence, South 13°42'10" West, a distance of 318.50 feet, to a point;

Course No. 6: run thence, South 52°16'16" West, a distance of 262.11 feet, to a point;

Course No. 7: run thence, South 23°41'37" West, a distance of 384.98 feet, to an intersection with the easterly line of Conservation Easement No. 28, as recorded in that Conservation Easement, (Rivertown-Unit 1, Phase 2, Group 1) as recorded in that instrument, recorded in Official Records Book 3009, page 1777 et seq, of the Public Records of St. Johns County, Florida; run thence, along the easterly boundary of said Conservation Easement No. 28, the following eight (8) courses and distances:

Course No. 1: run thence, South 04°19'20" East, a distance of 134.75 feet, to a point;

Course No. 2: run thence, South 08°55'41" East, a distance of 28.10 feet, to a point;

Course No. 3: run thence, South 72°26'19" East, a distance of 8.08 feet, to a point;

Course No. 4: run thence, North 73°28'49" East, a distance of 47.82 feet, to a point;

Course No. 5: run thence, South 87°33'46" East, a distance of 82.73 feet, to a point;

Course No. 6: run thence, South 89°24'49" East, a distance of 16.37 feet, to a point;

Course No. 7: run thence, South 17°51'46" West, a distance of 21.40 feet, to a point;

Course No. 8: run thence, South 68°05'50" West, a distance of 75.04 feet, to a point; thence departing from aforesaid Conservation Easement No. 28, run the following eleven (11) courses and distances:

Course No. 1: run thence, South 20°48'19" West, a distance of 270.86 feet, to a point;
Course No. 2: run thence, South 35°04'12" West, a distance of 392.69 feet, to a point;
Course No. 3: run thence, South 56°56'52" West, a distance of 228.11 feet, to a point;
Course No. 4: run thence, South 37°04'57" West, a distance of 273.60 feet, to a point;
Course No. 5: run thence, South 46°22'00" West, a distance of 318.14 feet, to a point;
Course No. 6: run thence, South 65°54'47" West, a distance of 97.80 feet, to a point;
Course No. 7: run thence, North 85°34'16" West, a distance of 117.00 feet, to a point;
Course No. 8: run thence, South 72°21'10" West, a distance of 327.57 feet, to a point;
Course No. 9: run thence, South 28°18'49" West, a distance of 340.58 feet, to a point
Course No. 10: run thence, South 31°22'04" East, a distance of 147.54 feet, to a point;

Course No. 11: run thence, South 26°16'16" West, a distance of 348.72 feet, to a point on the aforesaid easterly line of Conservation Easement No. 28, as recorded in that Conservation Easement, (Rivertown-Unit 1, Phase 2, Group 1) as recorded in that instrument, recorded in Official Records Book 3009, page 1777 et seq, of the Public Records of St. Johns County, Florida; run thence, along the easterly boundary of said Conservation Easement No. 28, the following four (4) courses and distances:

Course No. 1: run thence, South 14°59'14" East, a distance of 79.95 feet, to a point;
Course No. 2: run thence, South 06°15'33" West, a distance of 115.51 feet, to a point;
Course No. 3: run thence, South 24°20'29" West, a distance of 343.43 feet, to a point;

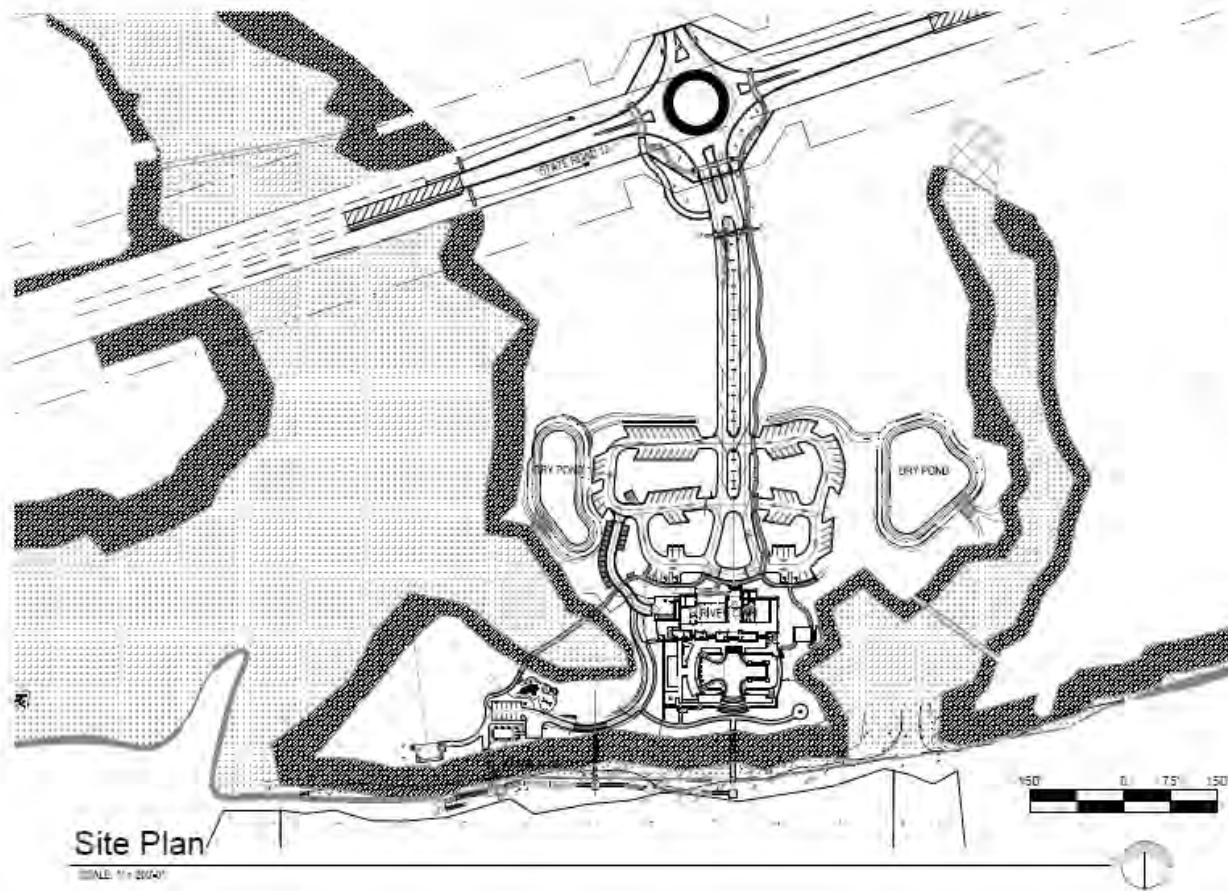
Course No. 4: run thence, South 00°50'37" West, a distance of 76.78 feet, to a point on the aforesaid northerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), and the POINT OF BEGINNING.

The lands thus described contains 21,074,888 square feet, or 483.81 Acres, more or less, in area.



Exhibit B
Engineer's Report Project

DRAFT



PROSSER
 CONSULTING ENGINEERS & ARCHITECTS

10000 River Club Blvd., Suite 100

Memphis, Tennessee 38117

Phone: 901.252.1000

Fax: 901.252.1001

Web: www.prosser.com

Equal Opportunity Employer

Minority/Disability/Religion

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AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I, Clifford Nelson, as Vice President of Mattamy Jacksonville LLC, a Delaware limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clifford Nelson, and I am Vice President of Mattamy Jacksonville LLC (“Developer”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Rivers Edge II Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The Developer recognizes that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain certain improvements as is authorized pursuant to Chapter 190, *Florida Statutes*, including the improvements attached hereto as **Exhibit A** (“Improvements”).
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as may be more particularly identified on the attached **Composite Exhibit B**, Developer has expended funds to develop the Improvements that are included and described in Exhibit A. Composite Exhibit B accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed Improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of _____, 2018.

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

By: Clifford Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Composite Exhibit A
Identification of Improvements

The following Improvements and as more generally identified as:

Project	Amount
The River Club – Construction Costs	\$6,525,935.41
The River Club - Soft Costs	\$590,919.37
Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2018, by _____, _____ of _____, having offices located at _____ (“Contractor”), in favor of the **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”). The Improvements constructed and acquired are more generally described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor.

SECTION 3. WARRANTY. Contractor hereby expressly provides to the District a one year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A** and hereby expressly acknowledges the District’s right to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit A** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

_____ **LLC**, a _____
limited liability company

[print name]

By: _____
Its: _____

[print name]

EXHIBIT A

The following Improvements and as more generally identified as:

Project	Amount
The River Club – Construction Costs	\$6,525,935.41
The River Club - Soft Costs	\$590,919.37
Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.

BILL OF SALE AND LIMITED ASSIGNMENT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of _____, 2018, by **Mattamy Jacksonville LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Grantor**”), and for the **Rivers Edge II Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, (“**District**” or “**Grantee**”) whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

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

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below, located within the property as further described in **Exhibit A** attached hereto (“**Property**”), to have and to hold for Grantee’s own use and benefit forever:

- a. All amenity center improvements including but limited to, the River Club building, landscaping, pool, [playground equipment, fire pits, [gazebos], governmental permits, construction plans and/or design documents, and any and all fixtures, equipment, machinery, furniture, and other personal property placed or installed on or about the real property identified in **Exhibit A** (together, “**Improvements**”); and
- b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product (together, “**Work Product**”) relating to the Improvements if any; and
- c. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Work Product and Improvements; and
- d. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product and Improvements; (ii) the Work Product and Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product and Improvements; and (iv) the Grantor will warrant and defend the sale of the Work Product and Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis; however, the Grantor represents that it has no knowledge of any defects whatsoever in the Work Product or Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature

Printed name:_____

By: _____

Its: _____

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A – Description of Property

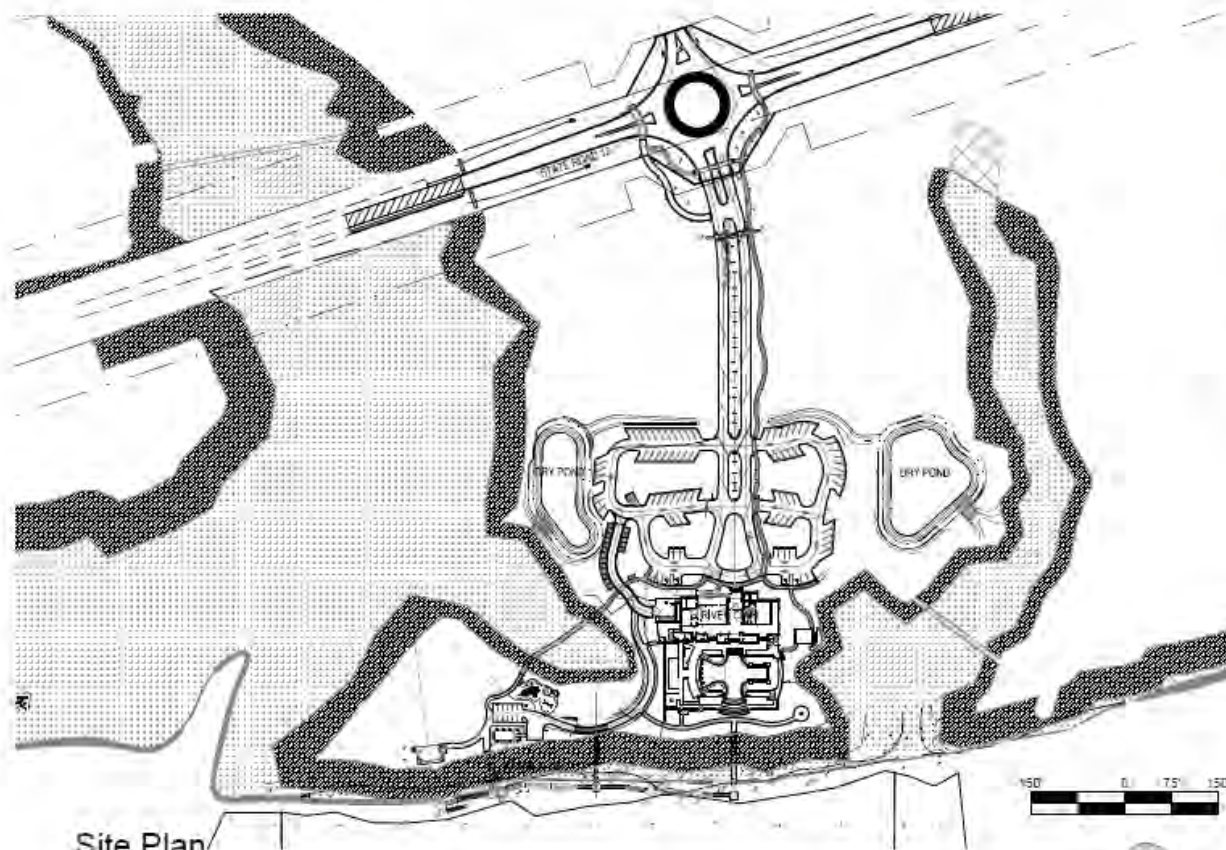
Exhibit A
Description of Property

The following Improvements and as more generally identified as:

Project	Amount
The River Club – Construction Costs	\$6,525,935.41
The River Club - Soft Costs	\$590,919.37
Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.



Site Plan

SCALE: 1" = 30'-0"

PROSSER
 CIVILITY • INTEGRITY • CREATIVITY
 10000 Highway 100, Suite 100
 Houston, Texas 77036
 Tel: 281.461.1000
 Fax: 281.461.1001
 www.prosser.com

RIVERTOWN
 RIVERCLUB
 at
 RIVERTOWN

CERTIFICATION OF PROSSER, INC. TO RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT REGARDING ACQUISITION OF SERIES 2018 PROJECT IMPROVEMENTS

_____, 2018

Board of Supervisors
Rivers Edge II Community Development District
c/o James Perry, District Manager
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Rivers Edge II Community Development District (St. Johns County, Florida),
Acquisition District Improvements

Ladies and Gentlemen:

The undersigned, Ryan P. Stilwell, P.E., of Prosser, Inc., as Interim District Engineer of the Rivers Edge II Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition of certain work product and improvements ("Improvements"), as described in **Exhibit A** attached hereto, and the Bill of Sale dated _____, 2018, all of which relate to the acquisition of work product, real property and/or improvements within the District.

The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have inspected the Improvements, as well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.
2. The Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, St. Johns County regulations and code and, if applicable, FDOT regulations and code.
3. In my opinion, the Improvements are within the scope of Chapter 190, Florida Statutes, and is expected to be included in the District's capital improvement plan and financed through the issuance of future Bonds of the District; were installed in accordance with their specifications; and are free from obstruction and capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are accurate and representative of what was actually paid by Mattamy Jacksonville LLC to create and/or construct the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. The Improvements specifically benefit property within the boundaries of the District.
7. With this document, I hereby certify that it is appropriate at this time to transfer the Improvements to the District for ownership, and operation and maintenance responsibilities.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

PROSSER, INC.

Ryan P. Stilwell, P.E.

Florida Registration No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Ryan Stilwell of Prosser, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A

Identification of Improvements

The following Improvements and as more generally identified as:

Project	Amount
Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.

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

(This space reserved for Clerk)

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2018, by **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, hereinafter called the “Grantor,” to **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter called the “Grantee:”

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

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in St. Johns County, Florida, described as follows:

[INSERT PROPERTY DESCRIPTION]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature
Printed name:_____

By: _____
Its: _____

Witness Signature
Printed name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

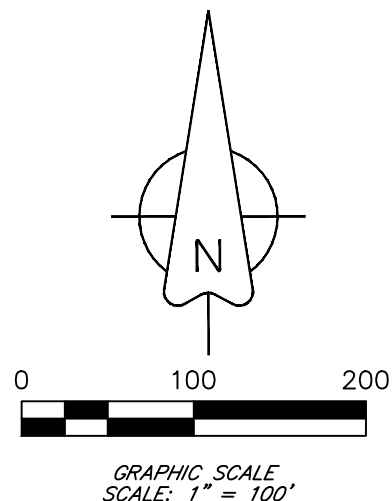
(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

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

COURSE No. 27: RUN THENCE, NORTH 75°56'43" EAST, A DISTANCE OF 130.24 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 13; RUN THENCE, NORTH 63°27'26" WEST, ALONG AFORESAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 13, A DISTANCE OF 15.37 FEET, TO THE AFORESAID MOST NORTHEASTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4378, PAGE 428 OF THE PUBLIC RECORDS, AND THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L8	N 63°27'26" W	15.37'
L9	S 75°56'43" W	122.48'
L10	S 33°16'56" W	122.01'
L11	S 44°24'56" W	250.58'
L12	S 64°59'32" W	270.99'
L13	N 72°38'03" W	62.61'
L14	N 17°21'57" E	10.00'
L15	N 72°38'03" W	30.00'
L16	S 17°21'57" W	10.00'
L17	S 46°10'09" W	127.56'
L18	S 43°51'39" W	24.69'
L19	S 69°04'46" W	11.37'
L20	S 86°01'43" W	25.28'
L21	N 88°11'58" W	43.98'
L22	N 51°50'57" W	55.06'
L23	N 17°18'17" W	81.82'
L24	S 72°41'43" W	10.00'
L25	S 17°18'17" E	84.93'
L26	S 51°50'57" E	61.45'
L27	S 88°11'58" E	47.77'
L28	N 86°01'43" E	27.24'
L29	N 69°04'46" E	15.10'
L30	N 43°51'39" E	26.73'
L31	N 46°10'09" E	121.44'
L32	S 72°38'03" E	90.58'
L33	N 64°59'32" E	276.69'
L34	N 44°24'56" E	253.37'
L35	N 33°16'56" E	109.08'
L36	N 75°56'43" E	130.24'

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

GENERAL NOTES:

Bearings are based on the Northeastly R/W line of STATE ROAD No. 13, as S 63°27'26" E. This is a MAP TO SHOW SKETCH of the lands shown and described herein, this IS NOT a Boundary Survey.

Unless otherwise noted, any portion of the parcel that may be deemed as Wetlands by State or Governmental Agencies, has not been determined and any liability resulting therefrom is not the responsibility of the undersigned.

There may be Restrictions or Easements of Record evidenced by title examination that have not been shown hereon.

ABBREVIATIONS USED IN THIS SURVEY			
ABBREVIATION	DEFINITION	ABBREVIATION	
P.C.M.	Permanent Control Point	R.E.	Registered Land Surveyor
P.O.B.	Point of Beginning	S.E.	Surveyor's Easement
P.O.C.	Point of Commencement	S.L.	Surveyor's License
P.O.F.	Point of Fences	S.T.K.	Surveyor's Title
P.O.R.	Point of Reference	T.C.	Transfer Certificate
P.O.T.	Point of Transfer	T.L.	Transfer License
P.O.V.	Point of View	T.M.	Transfer Map
P.O.W.	Point of Work	T.N.	Transfer Notice
P.O.X.	Point of X	T.O.	Transfer Order
P.O.Y.	Point of Y	T.P.	Transfer Plan
P.O.Z.	Point of Z	T.R.	Transfer Record
P.O.A.	Point of A	T.S.	Transfer Survey
P.O.B.	Point of B	T.T.	Transfer Title
P.O.C.	Point of C	T.U.	Transfer Unit
P.O.D.	Point of D	T.V.	Transfer Value
P.O.E.	Point of E	T.W.	Transfer Weight
P.O.F.	Point of F	T.X.	Transfer X
P.O.G.	Point of G	T.Y.	Transfer Y
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SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY TO:

THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE STANDARDS, AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS, IN CHAPTER 61G17-6.0, (FORMERLY CHAPTER 21H-6.0), FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MONA THON B. BOWAN, STATE OF FLORIDA
REG. LAND SURVEYOR, CERTIFICATE No. 4600

DATE NOV. 28, 2016
SCALE 1" = 100'
JOB No. 42803
F.B.
PAGE
COMP. FILE
RIVER CLUB SKETCH.DWG

Professional
Land Surveyors

5847 Luella Street
Jacksonville, Florida 32207
Fax (904) 346-1736
Phone (904) 346-1733 L.B. No. 6661

K.

RIVERS EDGE II CDD
Acquisition of River Club
July 18, 2018

[CORPORATE LETTERHEAD]

July 18, 2018

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

Re: Rivers Edge II Community Development District ("District")
Acquisition of the River Club Amenity Improvements

Dear Mr. Perry:

As you are aware, Mattamy Jacksonville LLC ("Developer") has completed and requests that the District acquire certain amenity center improvements generally known as the River Club (the "Improvements"), which Improvements are as set forth in more detail in that certain Bill of Sale included herein. Developer wishes to convey the Improvements, which are anticipated to be included in the District's future Capital Improvement Plan. The Developer recognizes the District does not have construction funds available today to pay the Developer \$_____, representing the actual cost of constructing the Improvements (\$_____), as more specifically set forth in **Exhibit A** attached hereto and incorporated herein by this reference. However, pursuant to that certain Acquisition Agreement entered into by and between the District and the Developer, we recognize that the Improvements are eligible Improvements for reimbursement pursuant to said agreement if and when the District issues Bonds (as defined therein) in the future.

ACKNOWLEDGED AND AGREED TO
BY:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Chairperson
Rivers Edge II Community Development
District

By: Cliff Nelson
Its: Vice President

cc: Jennifer Kilinski, District Counsel
Ryan P. Stilwell, P.E., District Engineer
Enclosure

Composite Exhibit A
Identification of Improvements

The following Improvements as more generally identified as:

Project	Amount
The River Club – Construction Costs	\$6,525,935.41
The River Club - Soft Costs	\$590,919.37
Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I, Clifford Nelson, as Vice President of Mattamy Jacksonville LLC, a Delaware limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clifford Nelson, and I am Vice President of Mattamy Jacksonville LLC (“Developer”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Rivers Edge II Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The Developer recognizes that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain certain improvements as is authorized pursuant to Chapter 190, *Florida Statutes*, including the improvements attached hereto as **Exhibit A** (“Improvements”).
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as may be more particularly identified on the attached **Composite Exhibit B**, Developer has expended funds to develop the Improvements that are included and described in Exhibit A. Composite Exhibit B accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed Improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of _____, 2018.

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

By: Clifford Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

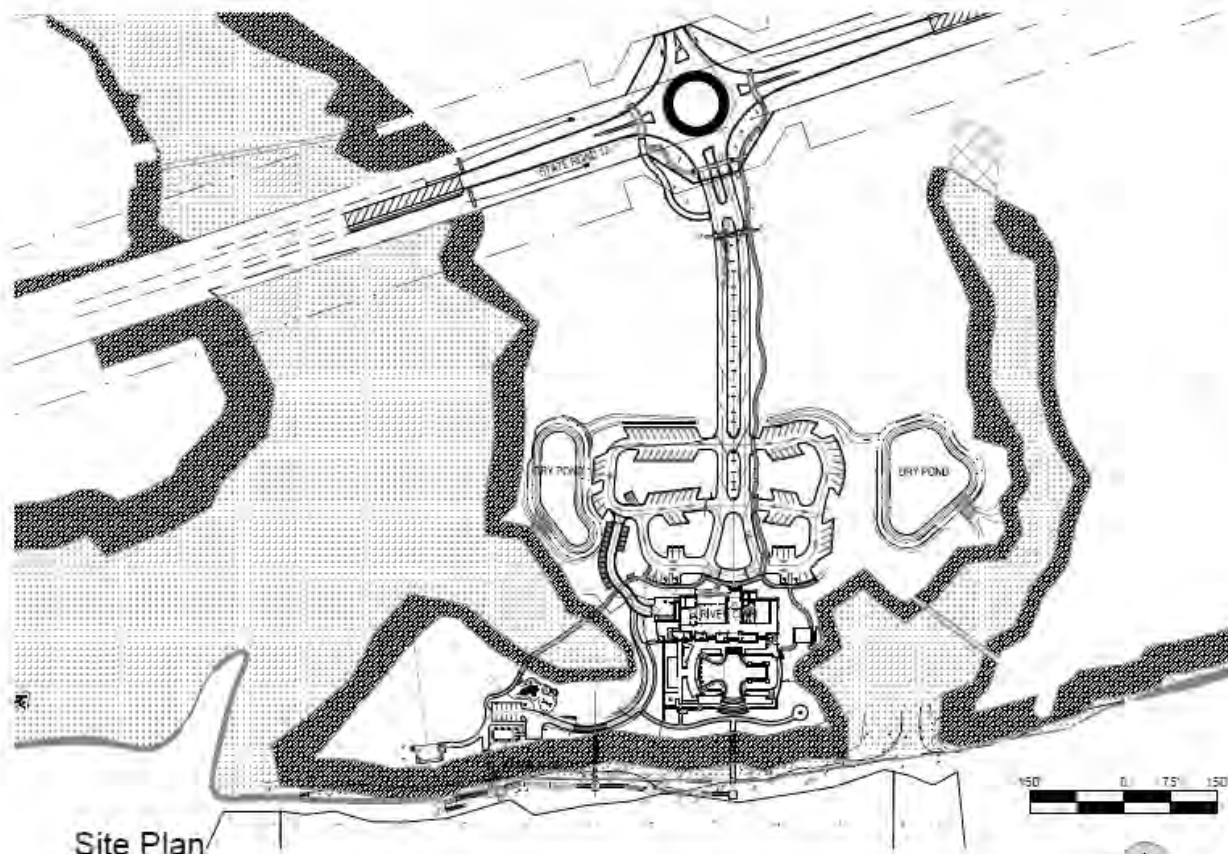
Composite Exhibit A
Identification of Improvements

The following Improvements and as more generally identified as:

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Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.



Site Plan

SCALE: 1" = 200'-0"

PROSSER

COMMUNITY DEVELOPMENT
 10000 Highway 100, Suite 100
 Houston, Texas 77055
 (713) 465-1000
 FAX: (713) 465-1001
 WWW.PROSSER.COM

RIVERTOWN

RIVERCLUB
 at
 RIVERTOWN

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of _____, 2018, by _____, _____ of _____, having offices located at _____ (“Contractor”), in favor of the **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”). The Improvements constructed and acquired are more generally described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor.

SECTION 3. WARRANTY. Contractor hereby expressly provides to the District a one year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A** and hereby expressly acknowledges the District’s right to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit A** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit A**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

_____ **LLC**, a _____
limited liability company

[print name]

By: _____
Its: _____

[print name]

EXHIBIT A

The following Improvements and as more generally identified as:

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The River Club - Soft Costs	\$590,919.37
Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.

BILL OF SALE AND LIMITED ASSIGNMENT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ____ day of _____, 2018, by **Mattamy Jacksonville LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Grantor**”), and for the **Rivers Edge II Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, (“**District**” or “**Grantee**”) whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

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

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below, located within the property as further described in **Exhibit A** attached hereto (“**Property**”), to have and to hold for Grantee’s own use and benefit forever:

- a. All amenity center improvements including but limited to, the River Club building, landscaping, pool, [playground equipment, fire pits, [gazebos], governmental permits, construction plans and/or design documents, and any and all fixtures, equipment, machinery, furniture, and other personal property placed or installed on or about the real property identified in **Exhibit A** (together, “**Improvements**”); and
- b. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product (together, “**Work Product**”) relating to the Improvements if any; and
- c. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Work Product and Improvements; and
- d. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product and Improvements; (ii) the Work Product and Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product and Improvements; and (iv) the Grantor will warrant and defend the sale of the Work Product and Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an “as is” basis; however, the Grantor represents that it has no knowledge of any defects whatsoever in the Work Product or Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature

Printed name:_____

By: _____

Its: _____

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A – Description of Property

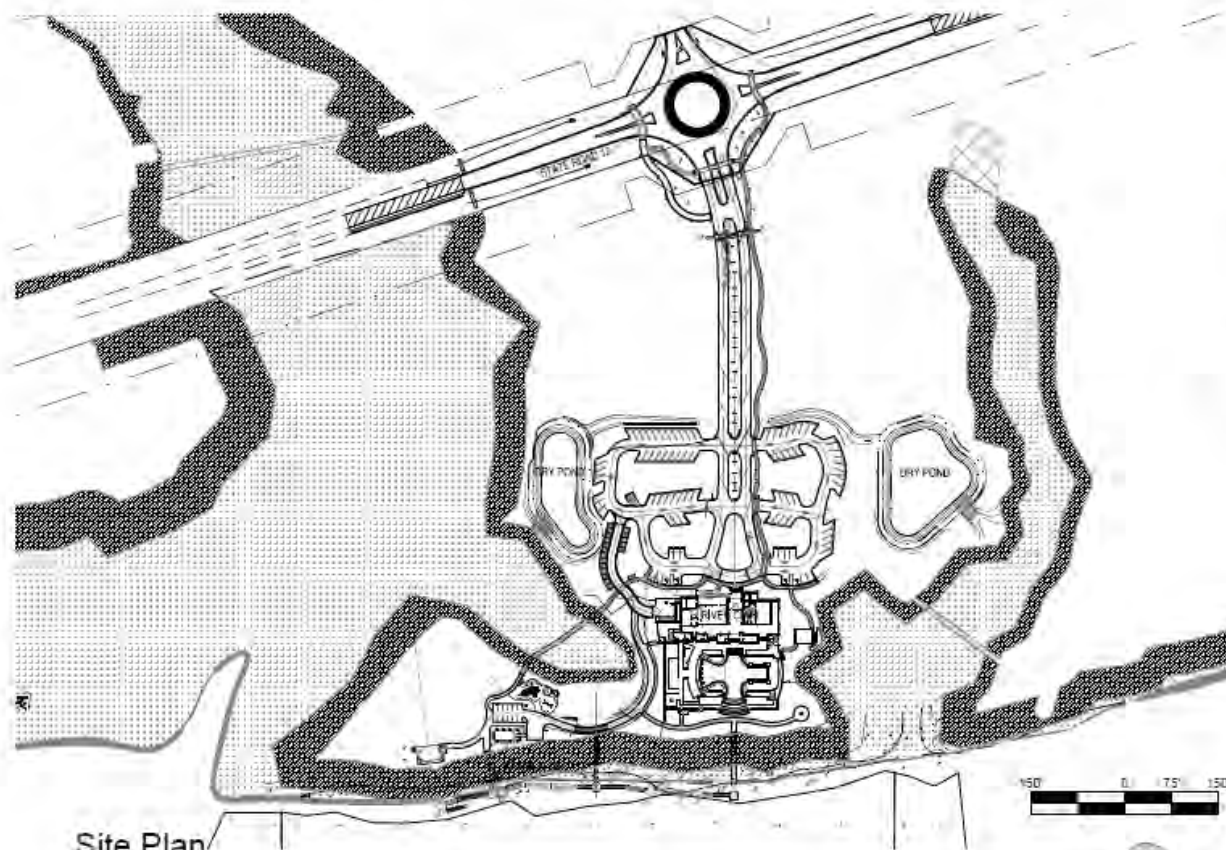
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Description of Property

The following Improvements and as more generally identified as:

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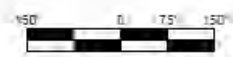
And located on portions of the real property described as follows:

See attached sketch & legal description.



Site Plan

SCALE: 1" = 30'-0"



PROSSER
 CIVILITY • INTEGRITY • CREATIVITY
 10000 Highway 100, Suite 100
 Houston, Texas 77036
 Tel: 281.461.1000
 Fax: 281.461.1001
 www.prosser.com

RIVERTOWN

RIVERCLUB
 at
 RIVERTOWN

CERTIFICATION OF PROSSER, INC. TO RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT REGARDING ACQUISITION OF SERIES 2018 PROJECT IMPROVEMENTS

_____, 2018

Board of Supervisors
Rivers Edge II Community Development District
c/o James Perry, District Manager
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Rivers Edge II Community Development District (St. Johns County, Florida),
Acquisition District Improvements

Ladies and Gentlemen:

The undersigned, Ryan P. Stilwell, P.E., of Prosser, Inc., as Interim District Engineer of the Rivers Edge II Community Development District ("District"), hereby makes the following certifications in connection with the District's acquisition of certain work product and improvements ("Improvements"), as described in **Exhibit A** attached hereto, and the Bill of Sale dated _____, 2018, all of which relate to the acquisition of work product, real property and/or improvements within the District.

The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have inspected the Improvements, as well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.
2. The Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, St. Johns County regulations and code and, if applicable, FDOT regulations and code.
3. In my opinion, the Improvements are within the scope of Chapter 190, Florida Statutes, and is expected to be included in the District's capital improvement plan and financed through the issuance of future Bonds of the District; were installed in accordance with their specifications; and are free from obstruction and capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are accurate and representative of what was actually paid by Mattamy Jacksonville LLC to create and/or construct the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. The Improvements specifically benefit property within the boundaries of the District.
7. With this document, I hereby certify that it is appropriate at this time to transfer the Improvements to the District for ownership, and operation and maintenance responsibilities.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

PROSSER, INC.

Ryan P. Stilwell, P.E.

Florida Registration No. _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Ryan Stilwell of Prosser, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A

Identification of Improvements

The following Improvements and as more generally identified as:

Project	Amount
Total Expenses	\$7,116,854.78

And located on portions of the real property described as follows:

See attached sketch & legal description.

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

(This space reserved for Clerk)

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2018, by **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, hereinafter called the “Grantor,” to **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter called the “Grantee:”

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

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in St. Johns County, Florida, described as follows:

[INSERT PROPERTY DESCRIPTION]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature
Printed name:_____

By: _____
Its: _____

Witness Signature
Printed name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

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

L.

**ASSIGNMENT OF RIVER CLUB AMENITY MANAGEMENT AND FIELD
OPERATION SERVICES AGREEMENT FROM THE RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT TO THE RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Assignor: Rivers Edge Community Development District (“**Assignor**”)
Assignee: Rivers Edge II Community Development District (“**Assignee**”)
Contractor: Vesta Property Services, Inc. (“**Contractor**”)
Contract: March 8, 2018 River Club Amenity Management and Field Operation
Services (“**Contract**”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contract, by and between Assignor and Contractor. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed and to be effective the 18th day of July, 2018.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

VESTA PROPERTY SERVICES, INC.

By: _____
Printed Name: _____
Title: _____

EXHIBITS: The Contract

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY
SERVICES, INC., FOR RIVER CLUB AMENITY MANAGEMENT AND
FIELD OPERATION SERVICES**

This Agreement for River Club Amenity Management and Field Operation Services (“*Agreement*”) is made and entered into this 8th day of March, 2018, by and between:

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

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

RECITALS

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

WHEREAS, the District has entered into that certain lease agreement with Mattamy Jacksonville LLC, a Delaware limited liability company, dated March 9, 2018, attached hereto as **Exhibit A** (“*Lease*”) for the River Club amenity facility and associated property located at 160 River Glade Run, St. Johns, Florida. 32259, as further identified on **Composite Exhibit B** attached hereto and incorporated herein by this reference (together, the “*River Club Amenity*”); and

WHEREAS, the District pursuant to the terms of the Lease intends to engage a third-party contractor for the operation and maintenance of the River Club Amenity; and

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

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

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

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

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

3. SCOPE OF SERVICES.

A. General Scope of Services

i. The Services provided by Contractor shall be as provided for in **Composite Exhibit C** and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare, and shall immediately address and correct such concerns.

ii. The General Manager and Field Operations Manager shall attend the District's Board of Supervisors' ("**Board**") meetings, shall prepare a report and submit it to the District Manager at least eight days prior to the Board meeting, and shall include substantive updates and information as may be needed.

iii. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the Services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the District's sole and absolute discretion.

iv. Should the Contractor generate any revenue associated with running of the District's River Club Amenity, the Contractor shall remit any such revenue derived from income generating services and programs to the District on a monthly basis as provided for in this Agreement. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point of sale system, to support all monthly sales and profit sharing arrangements.

v. At all times during operation of the River Club Amenity, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing of the River Club Amenity. Contractor shall not utilize management level staff hired by Contractor to staff the River Club Amenity at other Contractor properties (except those related to the RiverTown community) without the express approval of the District, through its District Manager. Contractor shall not use District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses.

vi. Contractor shall ensure at all times there is a manager assigned to on-call duty, including nights and weekends. The individual designated to be on-call or on-site for such after-hours time periods shall be communicated to on-site staff working during such time periods. There shall always be management oversight, availability and communication. Included within the compensation provided for in this Agreement is the staffed days and hours as more specifically described in **Composite Exhibit C** attached hereto.

B. General Manager Position

i. The Contractor shall be responsible, through the General Manager position, for the comprehensive management, operation and maintenance of the River Club Amenity, oversight of all of its employees, amenity-related independent contractors and licensees of the District, and responsible for the aiding District Management in the development of the amenity and capital reserve portion of the budgets related to the River Club Amenity, as more particularly described in **Composite Exhibit C**, and in the job description for the General Manager. This provision is meant to be exhaustive such that the Contractor shall be directly responsible for all management, operation and maintenance of the River Club Amenity.

ii. The General Manager shall assist the District with recommending, establishing, implementing and ensuring compliance with rules, policies and procedures for the River Club Amenity, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of River Club Amenity.

iii. The compensation and general job description for the position are as set forth in **Composite Exhibit C**. This shall be a full-time position.

iv. The General Manager reports directly to the District Manager. For reference purposes, attached hereto as **Exhibit D** is a District organizational chart, which may change from time to time in the District's discretion.

C. Field Operations Manager Position

i. The Contractor shall be responsible, through the Field Operations Manager position, for the comprehensive facility management, operation and maintenance of the River Club Amenity, as set forth in **Composite Exhibit B**, including, but not limited to: oversight of all of its employees, independent contractors and licensees of the District performing work related to the field operations management scope, and responsible for input into the recreation and capital reserve portions of the budgets related to the River Club Amenity. The specific responsibilities are as set forth in the job description for the Field Operations Manager, attached hereto in **Composite Exhibit C**.

ii. The compensation and general job description for the position are as set forth in **Composite Exhibit C**. This shall be a full-time position.

iii. The Field Operations Manager reports directly to the General Manager. For reference purposes, attached hereto as **Exhibit D** is a District organizational chart, which may change from time to time in the District's discretion.

D. Lifestyle Coordinator Position

i. The Contractor shall be responsible, through the Lifestyle Coordinator position, for creating and implementing: (i) comprehensive and varied schedules of events and activities at the River Club Amenity that will appeal to a broad spectrum of District

residents, guests and invitees ("*Lifestyle Activities*"), (ii) coordinating, planning, budgeting and execution of Lifestyle Activities with outside vendors including, but not limited to, Mattamy Jacksonville, LLC, (iii) promoting Lifestyle Activities through multiple media platforms and newsletters, (iv) engaging and fostering relationships with current and prospective residents, and (v) identifying, vetting and coordinating with a variety of local and regional vendors for Lifestyle Activities, all of which is as more particularly set forth in **Composite Exhibit C**. The Contractor shall be responsible, through the Lifestyle Coordinator position, for the oversight of all of its employees, independent contractors and licensees of the District performing work related to the Lifestyle Activities, and the activities as more particularly described in **Composite Exhibit C**.

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

E. River Club Amenity Cafe and Guest Services Positions

i. The Contractor shall provide guest and café food services, in line with the job descriptions and functions as set forth in **Composite Exhibit C**. These amounts shall be inclusive of the staff positions set forth in **Composite Exhibit C** and include, but not be limited to: associated wages, salaries, associated taxes, human resource administration, background checks, drug screening, and other employer's payroll expenses, and any processing fees, which specific job functions/services are compensated to Contractor at the pricing set forth in **Composite Exhibit C**, such that the positions and compensation shall be comprehensive for operation of the café facilities.

ii. The fees charged pursuant to **Composite Exhibit C** shall be billed monthly, in conformance with the invoicing terms set forth in the Agreement. The District shall only be charged for the portion of services actually rendered; if certain of the positions set forth in **Composite Exhibit C** are not staffed, the District shall not be charged for such positions.

F. Aquatic Facilities Management Services

i. The Contractor shall be responsible for all duties associated with aquatic management and maintenance of the aquatic facilities at the River Club Amenity ("*Aquatic Facilities*"), which shall include, but not be limited to: completing regular pool maintenance, along with management, scheduling, recruiting, hiring, training, and supervising all personnel. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such services. Contractor and its employees shall be responsible for pool cleaning, brushing, and chemical readings consistent with Florida law and regulations and best practices.

ii. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Facilities' seasonal schedule, recognizing that this is expected to be a swim at your own risk facility without lifeguard staffing. All personnel employed by Contractor under this Agreement shall have current and up-to-date certifications, and undergo Florida Department of Law Enforcement and criminal background checks.

- iii. The Services assume the pools are open subject to weather conditions and Board direction. In the event that the Aquatic Facilities are closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which the Aquatic Facilities are not staffed.

G. Maintenance Staff Services

i. The Contractor shall be responsible for all duties associated with maintenance services at the River Club Amenity ("**Maintenance**") according to the terms provided for herein and as set forth in **Composite Exhibit C**, which shall include, but not be limited to: general facility and common grounds maintenance, maintenance of the Aquatic Facilities, and janitorial services, along with management, scheduling, recruiting, hiring, training, and supervising all personnel related thereto. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such services.

ii. The general nature of these Maintenance services is to provide staffing of individuals with requisite education, knowledge, skill and experience for the respective position. The total fees charged for each position shall be as set forth in **Composite Exhibit C** and shall be all inclusive of the staff positions set forth in **Composite Exhibit C**, and all associated wages, salaries, associated taxes, human resource administration, background checks, drug screening, and other employer's payroll expenses, and any processing fees. The fees charged pursuant to **Composite Exhibit C** shall be billed monthly, in conformance with the invoicing terms set forth in the Agreement. The District shall only be charged for the portion of Maintenance services actually rendered; if certain of the positions set forth in **Composite Exhibit C** are not staffed, the District shall not be charged for such positions.

4. COMPENSATION. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement and exhibits hereto in accordance with the following terms:

A. The Agreement shall be for a one (1) year period beginning on the effective date of this Agreement, renewable or terminable pursuant to the provisions herein. The Agreement may be renewed for two optional one (1) year renewals at the compensation set forth herein, and on the same terms and conditions as set forth in this Agreement unless amended in writing by mutual agreement of the Parties. The direction to renew for an additional one (1) year period will be evidenced by motion of the Board at a noticed public meeting. The pricing below is inclusive of all costs, fees, charges and compensation, including mileage allowances, uniforms, cell phone charges, vehicle and any other items related to the performance of the Services except as otherwise provided for herein.

B. The pricing is as detailed in the attached **Composite Exhibit C**. The staffed hours of the River Club Amenity shall be in accordance with this Agreement and **Composite Exhibit C** and as directed by the District's designee, who shall be the District Manager. Contractor shall provide, upon request, copies of employee time and attendance records, documenting the total hours worked. Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered to the District at the offices of the District Manager on or before the fifteenth (15th) of the

month in which the invoice is being billed (e.g., for Contractor to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered to the District Manager on or before May 15th). These monthly invoices are due and payable within fifteen (15) days upon receipt of the invoice by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. CONTRACTOR HIRING OF GENERAL MANAGER AND FIELD OPERATIONS MANAGER PROCEDURES. The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of General Manager and Field Operations Manager. Any costs associated with the hiring of either of these positions (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the Compensation provided for herein. The District cannot terminate the General Manager or Field Operations Manager. However, upon the determination of the District that the General Manager or Field Operations Manager or are not fulfilling his or her assigned duties in a satisfactory manner, the District, through its District Manager, shall confer with the Contractor regarding the failure to provide services in compliance with this Agreement. The Contractor agrees to resolve such issues expeditiously. The District retains its rights to terminate the Contractor for lack of performance and as provided for herein.

6. GENERAL PROVISIONS.

A. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District, District officers and District staff harmless and indemnify the District, District officers and District staff against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District, District staff and District officers harmless and indemnify the District, District staff and District officers. Contractor represents it has been provided consideration and payment of and for the Services and the indemnification provisions provided for in this Agreement.

B. Contractor shall promptly respond to any and all emergencies or problems related to the River Club Amenity and shall report to the District all known problems related to the River Club Amenity.

C. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost and in no event at an amount greater than cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

D. Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services.

E. Contractor shall provide annual evaluations of all employees staffed at the District at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Contractor shall train employees with supervisory responsibilities, or cause such employees to be trained, including but not limited to the General Manager and various department heads, in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the "do's and don't's", harassment and discrimination, interviewing and handling difficult employees/conflict resolution.

F. All purchases made by any of the positions paid for pursuant to this Agreement or an addendum thereto will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.

G. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

H. The General Manager position staffed by Contractor shall (i) provide equal treatment and equal access to the River Club Amenity for all residents and paid users, and (ii) maintain the assets of the District in a manner consistent with direction from the Board, through adopted budgets and other Board direction, and consistent with the federal tax law and bond covenants, as applicable. Any substantial operational or budget change shall only be made as approved by the Board. Substantial shall mean a change that affects the integrity of one of the District's core programs or total projected operational fiscal year spending is expected to exceed the adopted fiscal year budget. The purchasing thresholds for the General Manager are pursuant to the policy adopted by the Board, which may be changed from time to time. The current policy is attached to this Agreement for reference purposes.

I. To the extent that any other terms provided in **Composite Exhibit C** conflict with the terms of this Agreement, the terms of this Agreement shall control.

7. **REVENUES FOR RIVER CLUB AMENITY PROGRAMMING.** Contractor is not entitled to any of the District revenues for Facilities programs whatsoever. The sole compensation for services provided hereunder are as defined in paragraph four herein and as identified in this Agreement.

8. CARE OF THE PROPERTY. Contractor shall use all due care to protect the River Club Amenity and property of the District, its residents, guests and invitees from damage by Contractor or its employees or agents. Contractor agrees to commence repair of any damage resulting from the Services within twenty-four (24) hours of notice thereof. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

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

10. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than forty-eight (48) hours provide a written report as to all accidents, injuries or claims for damage relating to the River Club Amenity or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing.

11. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice to Contractor due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause and for any reason whatsoever. The District shall have the right to terminate this Agreement immediately upon establishment of the Rivers Edge II Community Development District, which district is expected to own the River Club Amenity, and which petition for establishment has been submitted to St. Johns County. Contractor shall have the right to terminate this Agreement upon ninety (90) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date as sole means of recovery hereunder, subject to any offsets the District may have against Contractor. Upon termination of this Agreement, unless such termination results in the transfer of the terms and conditions to Rivers Edge II Community Development District, the Contractor shall, as soon as practicable, but in no event later than the effective date of termination or such other date as set forth in the following: (i) deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the River Club Amenity, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the River Club Amenity; (ii) vacate any portion of the River Club Amenity then accessed by the Contractor as a consequence of this Agreement; and, (iii) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

12. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement the following insurance:

(i) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General liability insurance with the following limits:

\$3,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence

(iii) Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.

(iv) Employer's Liability Coverage with limits of \$250,000.

(v) Professional Liability Insurance with limits of \$1,000,000.

(vi) Employment theft dishonesty insurance in the amount of \$500,000.

(vii) Abuse/Molestation coverage in the amount of \$1,000,000.

(viii) Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$5,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, along with Mattamy Jacksonville, LLC, and its officers, employees, representatives, agents and trustees, shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

13. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor will defend, indemnify, save and hold the District, and its Board members, the District Manager, District Counsel, District Engineer, officers, staff,

employees, representatives, agents and trustees, along with Mattamy Jacksonville, LLC, and its officers, employees, representatives, agents and trustees (altogether, the "**District Indemnitees**") harmless from all loss, damage, injury or any other claims whatsoever, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Contractor's officers, directors, agents, assigns or employees.

C. For purposes of this section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the River Club Amenity in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the River Club Amenity, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit license, certification, consent, or other approval.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section 13 shall survive the termination or expiration of this Agreement.

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

15. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

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

A. **If to Contractor:** Vesta Property Services, Inc.
245 Riverside Avenue, Suite 250

Jacksonville, FL 32202
Attention: Dan Fagen
e-mail: DFagen@vestapropertyservices.com

B. If to District: 475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
e-mail: jperry@gmsnf.com

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski
e-mail: jenk@hgslaw.com

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

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

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

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

23. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor and shall remain in effect until 11:59 p.m. on March 31, 2019, unless terminated earlier in accordance with the provisions herein.

24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly,

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-904-940-5850, JPERRY@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

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

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

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

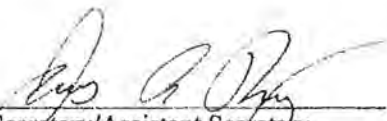
29. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary,
Board of Supervisors

Print Name: James A. Perry


Chairperson/Vice Chairperson,
Board of Supervisors

VESTA PROPERTY SERVICES, INC.

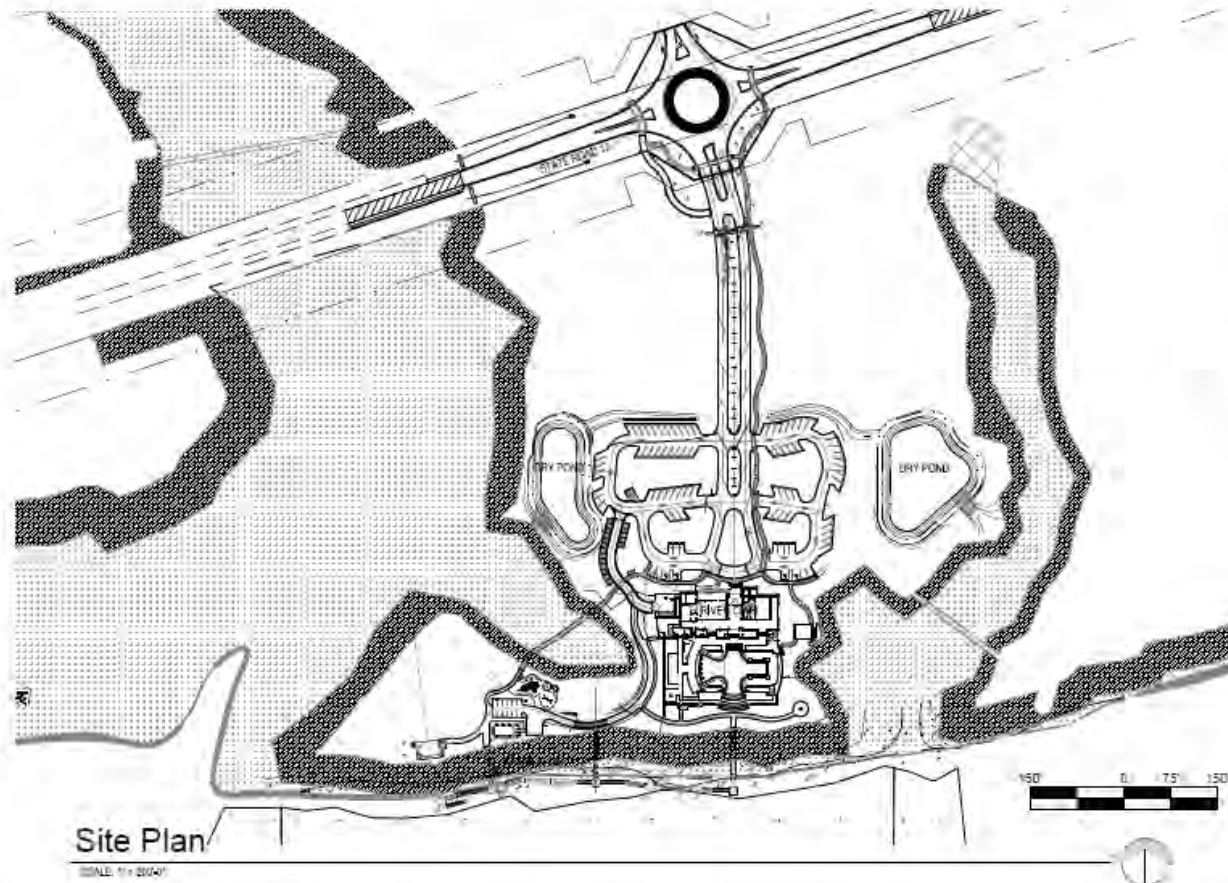
Cheyenne Skaggs
Witness

Cheyenne Skaggs
Print Name of Witness

By: Ray C. Deary
Print: Ray C. Deary
Its: Vice President

- Exhibit A:** Lease between District and Mattamy Jacksonville, LLC
Composite Exhibit B: River Club Amenity Area
Composite Exhibit C: Scope of Services
Exhibit D: Organizational Chart

Composite Exhibit B
River Club Amenity Area



Composite Exhibit C
Scope of Services

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

Submitted by:



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

I. INTRODUCTION

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

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

What Distinguishes Vesta from our competition?

- A. Comprehensive Expertise & Engagement: We provide a wide breadth-of-services (recreation facility management, maintenance, and lifestyle programming) at CDDs and HOAs throughout Florida, engaging tens-of-thousands of families every day with friendly, reliable, and passionate service-professionals.
- B. Exceptional, Long-Term Relationships: Our Amenities Division is marked by long-term relationships built upon close, personal ties between our customers, management team, and vendors. (We still serve our very first customer - Kings Point Delray – after 24 years!) This length and depth of our relationships corresponds with our high customer retention-rate, all of which reflects the loyalty and satisfaction that we've sustained with our customers and associates every day for the past two decades.

II. PROPOSED SERVICES

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

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

III. PERSONNEL

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

IV. OTHER

- 1. Certification and Training:
Café staff shall hold the necessary ServSafe certifications

V. PRICING

- A. General Manager: **\$32,500**
- B. Lifestyle Coordinator: **\$30,750.00**
- C. Field Operations Manager: **\$30,750.00**
- D. River Club Café: **\$65,700.00**
- E. Guest Services for *River Club*: **\$90,206.00**
- F. Facility and Common Grounds Maintenance for *River Club*: **\$41,250.00**
- G. Pool Maintenance Services: for *River Club*: **\$9,113.00**
- H. Janitorial Services: for *River Club*: **\$16,133.00**

Total Annual Fees for all service components (A through I above) = **\$349,114.00**

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

Exhibit A

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

Exhibit B

- a) Develop and implement a wide variety of community-wide events, activities, and programs to help fulfill the residents' desired lifestyle and maximize their use of the amenities.
- b) Work closely with the Mattamy marketing team in the planning, budgeting and execution of events for residents and prospects.
- c) Promote the lifestyle of RiverTown through the community website, multiple social media sites and a monthly newsletter in addition to weekly e-blasts.
- d) Act as the "host" of each event by remaining available to build relationships with residents, guests and prospective home buyers.
- e) Identify and vet a variety of entertainment and specialty vendors that will be used for special event and lifestyle programming.
- f) Provide tours of the amenities for new and prospective residents.
- g) Complete administrative duties such as scheduling, registration and payment collection. Arrange payment to vendors by working with the developer and District Staff.
- h) Create child and adult team recreation activities.
- i) Ensure that all expenses stay within the lifestyle/special events budget.
- j) Management/Special Events Budgets (if any) and provide quarterly updates on all such expenditures.
- k) Hire, train and schedule special event staff for events (small and large).
- l) Debrief with personnel after the event in order to improve future events.
- m) Field resident questions, inquiries, and concerns regarding lifestyle programs.

Exhibit C

- a) Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of all District assets.
- b) Act as the primary point of contact for district supervisors and staff, residents and service providers.
- c) Report to and interact with district supervisors, staff and residents during monthly meetings. Implement District Board directives on a timely basis.
- d) Respond to resident inquiries in a timely and professional manner.
- e) Advise the CDD of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear-and-tear,” natural disasters, vandalism, etc. and secure cost estimates for same.
- f) Assist the District Manager in developing an annual maintenance budget and a long-term facility replacement schedule
- g) Maintain an up-to-date operations and maintenance manual, complete with current drawings.
- h) Create a detailed scope of work for projects requiring additional contractors. Work with and present to the board of supervisors when appropriate. Secure cost estimates and initiate work.
- i) Hire, train and hold accountable onsite maintenance staff. Areas of responsibility include; pool maintenance, janitorial services, outdoor facility maintenance and common grounds maintenance throughout the community.
- j) Assess the performance of all maintenance contractors. Hold all service providers accountable to a high standard. Report to board any remedial actions required.
- k) *Landscaping/Irrigation*: Oversee landscape maintenance/irrigation system provider’s performance through regular meetings and inspections. Action item lists will be created in documenting and monitoring problem-resolution. Work with provider’s management team to ensure compliance with contractual requirements and corrections to performance deficiencies, as needed.
- l) *Maintenance of Lakes/Holding Ponds*: Oversee performance of storm water-management system service provider, as well as pond maintenance provider. Ensure that inlets are maintained, debris around embankments is removed, etc.

Exhibit D

52 week period

Net Sales	\$9,690
Cost of Goods Sold (40% of Sales)	\$3,876
Gross Profit	<u>\$5,814</u>

Labor Expenses:

Total Labor Expense	\$65,700
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Other Expenses:

Operational Supplies(pots, pans, utensils, etc)	\$500
Uniforms	\$500
Consumable Supplies	\$1,500
Cleaning Supplies(EcoLab)	\$1,100
Licenses & Permits	\$2,000
POS Sys. Support	\$250
Printing & Copying	\$250
Risk Mgmt./Safety Cert.	\$250
Total Other Expenses	<u>\$6,350</u>
Net Income:	-\$66,236

Exhibit E

General Facility and Common Grounds Maintenance

- a) Daily cleaning of all outdoor structures.
- b) Thorough removal of debris and trash in and around the facility.
- c) Clean soffits, ceiling fans, light fixtures and all outdoor ceiling surfaces.
- d) Blow off entire pool deck and all entryways.
- e) Removal of spider webs, wasps' nests, mud daubers, etc.
- f) Maintain 3 tennis courts. Regular maintenance includes brushing, rolling and lining of all courts. Regular maintenance of the irrigation system. Inspection and repair of windscreens. Removal and application of surface material as needed.
- g) Assist the Field Operations Manager in maintaining all district common grounds and monuments. Maintenance includes management of dog waste stations and trash and debris removal throughout the property.
- h) Address (and report) safety hazards immediately.
- i) Spot pressure wash as needed.
- j) Projects and simple repairs as able.

Swimming Pool Maintenance

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

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

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

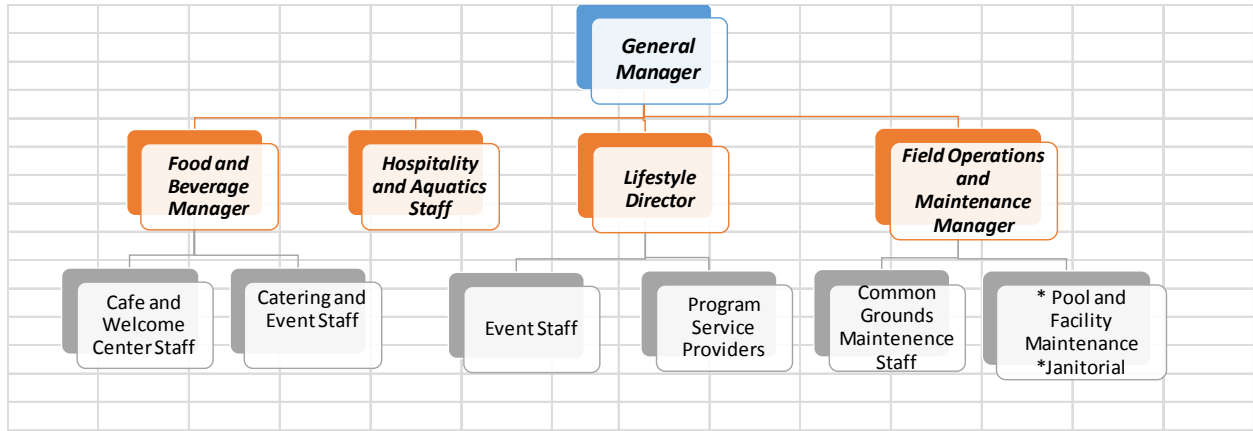
Janitorial Services

- a) Maintain general appearance of all indoor spaces by vacuuming carpet, dusting of all fixtures, mopping floors, cleaning windows, bathrooms, counters and tiled areas.
- b) Window cleaning includes window ledges and blinds.
- c) Bathroom cleaning includes all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed.

- d) Dusting includes the cleaning of window ledges, vents, furniture bases, shelves, picture frames, counter tops, tables, televisions and fitness equipment.
- e) Straightening of all furniture and fixtures.
- f) Removal of all interior trash.

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

Exhibit D
Organizational Chart



M.

**BOND FINANCING TEAM FUNDING AGREEMENT
BETWEEN THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
AND MATTAMY JACKSONVILLE LLC**

This Bond Financing Team Funding Agreement (the "Agreement") is made and entered into this 18th day of July, 2018, by and between:

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida (the "District"), and

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company and a landowner in the District with an address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (the "Landowner").

RECITALS

WHEREAS, the District was established by Ordinance of the St. Johns County Board of County Commissioners, effective June 22, 2018, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Landowner desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

1. PROVISION OF FUNDS. Landowner agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities and services.

A. Landowner agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement and to retain Bond Counsel and a Methodology Consultant and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. Landowner and the District agree that all fees, costs or other expenses incurred by the District for the services of the District's Engineer, Counsel, Methodology Consultant or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Landowner pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Landowner pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Landowner, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Landowner. The District agrees to provide to Landowner, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District. Landowner agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

D. In the event that Landowner fails to provide any such funds pursuant to this Agreement, Landowner and the District agree the work may be halted until such time as sufficient funds are provided by Landowner to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

2. TERMINATION. Landowner and District agree that Landowner may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Landowner is contingent upon Landowner's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Landowner and the District agree that the District may terminate this Agreement due to a failure of Landowner to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Landowner; provided, however, that the Landowner shall be provided a reasonable opportunity to cure any such failure.

3. CAPITALIZATION. The parties agree that all funds provided by Landowner pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Landowner in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Landowner pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to

recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

9. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Rivers Edge II Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer L. Kilinski

B. If to Landowner: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Leslie Candes

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

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

14. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

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

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Print Name: _____

By: Jason Sessions, Vice President

N.

1.



**AGREEMENT FOR UNDERWRITING SERVICES
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**

July 18, 2018

Board of Supervisors
Rivers Edge II Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Rivers Edge II Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds"), including its Series 2018 Bonds, to acquire and/or construct certain public infrastructure improvements within a specific project area that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2018 Bonds and will be supplemented for future bond issuances. The Underwriter intends to serve as the Underwriter, not as municipal advisor in connection with the issuance of the Bonds.

1. Scope of Services: The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.

4890 WEST KENNEDY BLVD. SUITE 288
TAMPA, FLORIDA 33609
PHONE: 813.281.2700

152 LINCOLN AVENUE
WINTER PARK, FLORIDA 32789
PHONE: 407.622.0130

8583 STRAWBERRY LANE
LONGMONT, COLORADO 80503
PHONE: 303.652.0205

1005 BRADFORD WAY
KINGSTON, TENNESSEE 37763
PHONE: 865.717.0303



MBS CAPITAL MARKETS, LLC

- Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% of the par amount of Bonds issued; minimum fee of \$50,000.
 3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
 4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
 5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
 6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

Sincerely,
MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than

the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the



MBS CAPITAL MARKETS, LLC

resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

SIXTH ORDER OF BUSINESS

B.

RESOLUTION 2018-16

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS
EDGE II COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE
ANNUAL MEETING SCHEDULES FOR FISCAL YEARS 2017-2018 AND
2018-2019; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation within the county in which the District is located; and

WHEREAS, the Board desires to adopt Fiscal Year 2017-2018 and Fiscal Year 2018-2019 annual meeting schedules attached hereto as **Composite Exhibit A**.

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

1. The Fiscal Year 2017-2018 and Fiscal Year 2018-2019 annual meeting schedules attached hereto and incorporated by reference herein as **Composite Exhibit A** are hereby approved and will be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Composite Exhibit A: Fiscal Years 2017-2018 and 2018-2019 Annual Meeting Schedules

COMPOSITE EXHIBIT A

BOARD OF SUPERVISORS MEETING DATES RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2017-2018

The Board of Supervisors of the Rivers Edge II Community Development District will hold their regular meetings for Fiscal Year 2017-2018 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 10:00 a.m. unless otherwise indicated as follows:

August 15, 2018 at 5:00 p.m.
September 12, 2018

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
District Manager

**BOARD OF SUPERVISORS MEETING DATES
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2018-2019**

The Board of Supervisors of the Rivers Edge II Community Development District will hold their regular meetings for Fiscal Year 2018-2019 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 10:00 a.m. on the third Wednesday of each month unless otherwise indicated as follows:

**October 17, 2018
November 14, 2018 (*Second Wednesday)
December 19, 2018
January 16, 2019
February 20, 2019
March 20, 2019
April 17, 2019
May 15, 2019
June 19, 2019
July 17, 2019
August 21, 2019
September 18, 2019**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
District Manager

C.

RESOLUTION 2018-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2017/2018 AND 2018/2019 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge II Community Development District (“District”) was established by Ordinance of the St. Johns County Board of County Commissioners which ordinance became effective June 22, 2018, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“Board”) of the District the proposed budgets (“Proposed Budgets”) for the remainder of the fiscal year beginning October 1, 2017 and ending September 30, 2018 (“Fiscal Year 2017/2018”) and for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“Fiscal Year 2018/2019”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearings thereon.

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

1. **PROPOSED BUDGETS APPROVED.** The Proposed Budgets prepared by the District Manager for Fiscal Year 2017/2018 and Fiscal Year 2018/2019 attached hereto as **Composite Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said Proposed Budgets.

2. **SETTING A PUBLIC HEARING.** Public hearings on said approved Proposed Budgets are hereby declared and set for the following date, hour and location:

DATE: September __, 2018

HOUR: _____

LOCATION: Rivertown Amenity Center
156 Landing Street
St. Johns, Florida 32259

3. **TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least sixty (60) days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGETS.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budgets on the District's website at least two (2) days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least forty-five (45) days.

5. **PUBLICATION OF NOTICE.** Notice of the public hearings shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 18TH DAY OF JULY, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Vice/Chairperson, Board of Supervisors

Composite Exhibit A: Proposed Budgets

Composite Exhibit A
Proposed Budgets

Fiscal Year 2018 Proposed Budget
Fiscal Year 2019 Proposed Budget

Rivers Edge 2 Community Development District

July 18, 2018



Rivers Edge 2

Community Development District

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General Fund
Budget
Narrative

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Rivers Edge 2

Community Development District

	Proposed FY 2018 Budget	Proposed FY 2019 Budget
<u>Revenues</u>		
Developer Contributions	\$48,150	\$116,675
<i>Total Revenues</i>	<u>\$48,150</u>	<u>\$116,675</u>
<u>Expenditures</u>		
<i>Administrative</i>		
Engineering	\$3,750	\$15,000
Arbitrage	\$0	\$600
Dissemination Agent	\$0	\$3,500
Attorney	\$5,000	\$20,000
Annual Audit	\$5,000	\$5,000
Trustee Fees	\$0	\$4,000
Management Fees	\$11,250	\$45,000
Construction Accounting	\$0	\$3,500
Information Technology	\$300	\$1,200
Telephone	\$100	\$300
Postage	\$375	\$1,500
Printing & Binding	\$250	\$1,000
Insurance	\$3,000	\$5,800
Legal Advertising	\$3,500	\$4,000
Other Current Charges	\$200	\$600
Office Supplies	\$250	\$1,000
Dues, Licenses & Subscriptions	\$175	\$175
Website design/compliance	\$15,000	\$4,500
<i>Total Expenditures</i>	<u>\$48,150</u>	<u>\$116,675</u>
Excess Revenues (Expenditures)	<u>\$0</u>	<u>\$0</u>

⁽¹⁾ Expenditures related to the issuance of Bonds.

Rivers Edge 2
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

It is presently anticipated that the District will enter into a Funding Agreement with the Developer to fund all General Fund Expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Arbitrage

The District is required to have an annual arbitrage rebate calculation on the District's Bonds. The District will contract with an independent auditing firm to perform the calculations.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Annual Audit

The District is required to annually conduct an audit of its financial records by an Independent Certified Public Accounting Firm. The fee is based on similar Community Development Districts and includes the GASB 34 pronouncement.

Trustee Fees

The District will issue bonds to be held with a Trustee at a qualified Bank. The amount of the trustee fees is based on the agreement between the Bank and the District.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Rivers Edge 2
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET

Insurance

The District will obtain a General Liability & Public Officials Liability Insurance policy with a firm that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

D.

Rivers Edge II Community Development District
Fiscal Year 2017-2018 and Fiscal Year 2018-2019 Funding Agreement

This Agreement is made and entered into this 18th day of July, 2018, by and between:

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

Mattamy Jacksonville LLC, a Delaware limited liability company and a landowner in the District ("Landowner") with an address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

Recitals

WHEREAS, the District was established by Ordinance No. 2018-26 of the St. Johns County Board of County Commissioners, effective June 22, 2018, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

WHEREAS, Landowner presently owns the majority of all real property described in **Composite Exhibit A**, attached hereto and incorporated herein by reference (the "Property") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budgets for the remainder of the fiscal year beginning October 1, 2017 and ending September 30, 2018 ("Fiscal Year 2017/2018") and for the fiscal year beginning October 1, 2018 and ending September 30, 2019 ("Fiscal Year 2018/2019") ("Budgets"); and

WHEREAS, the Budgets, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non ad valorem assessments on all land, including the Property, which will benefit from the activities, operations and services set forth in the Budgets, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Landowner is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Landowner agrees that the District activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected on **Exhibit B**; and

WHEREAS, the Landowner has agreed to enter into this Agreement in lieu of having the District levy and collect any non ad valorem assessments as authorized by law against the Property for the activities, operations and services set forth in **Exhibit B**.

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

1. The Landowner agrees to make available to the District the monies necessary for the operation of the District as called for in the Budgets attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budgets as shown on **Exhibit B** adopted by the 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 affect the District's ability to levy special assessments upon the property within the District, including any property owned by the Landowner, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Budgets or otherwise. These payments are made by the Landowner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. The District shall have the right to file a continuing lien upon the Property described in **Composite Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2017/2018 Budget" and/or "Notice of Lien for the FY 2018/2019 Budget" in the public records of St. Johns County, Florida, stating among other things, the description of the real property, the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the Fiscal Year 2017/2018 and Fiscal Year 2018/2019 on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

3. This section provides for alternative methods of collection. In the event the Landowner fails to make payments due to the District pursuant to this Agreement, and the District first provides the Landowner with written notice of the delinquency to the address

identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

a. In the alternative or in addition to the collection method set forth in paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Landowner in the appropriate judicial forum in and for St. Johns County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the St. Johns County property appraiser. The Landowner hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

4. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in paragraphs 2 and 3 above.

8. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party

not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Landowner shall continue to be bound by the terms of this Agreement 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, the Landowner may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, the Landowner's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. The Landowner shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

10. 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 with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. Landowner understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Agreement, or the work contemplated herein, may be public records and shall be treated as such in accordance with Florida law.

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

13. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

[Remainder of page left intentionally blank]

In witness whereof, the parties execute this Agreement the day and year first written above.

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

By: MATTAMY FLORIDA LLC, a Delaware
limited liability company, its Manager

By: CALBEN (FLORIDA)
CORPORATION, a Florida corporation, its
Manager

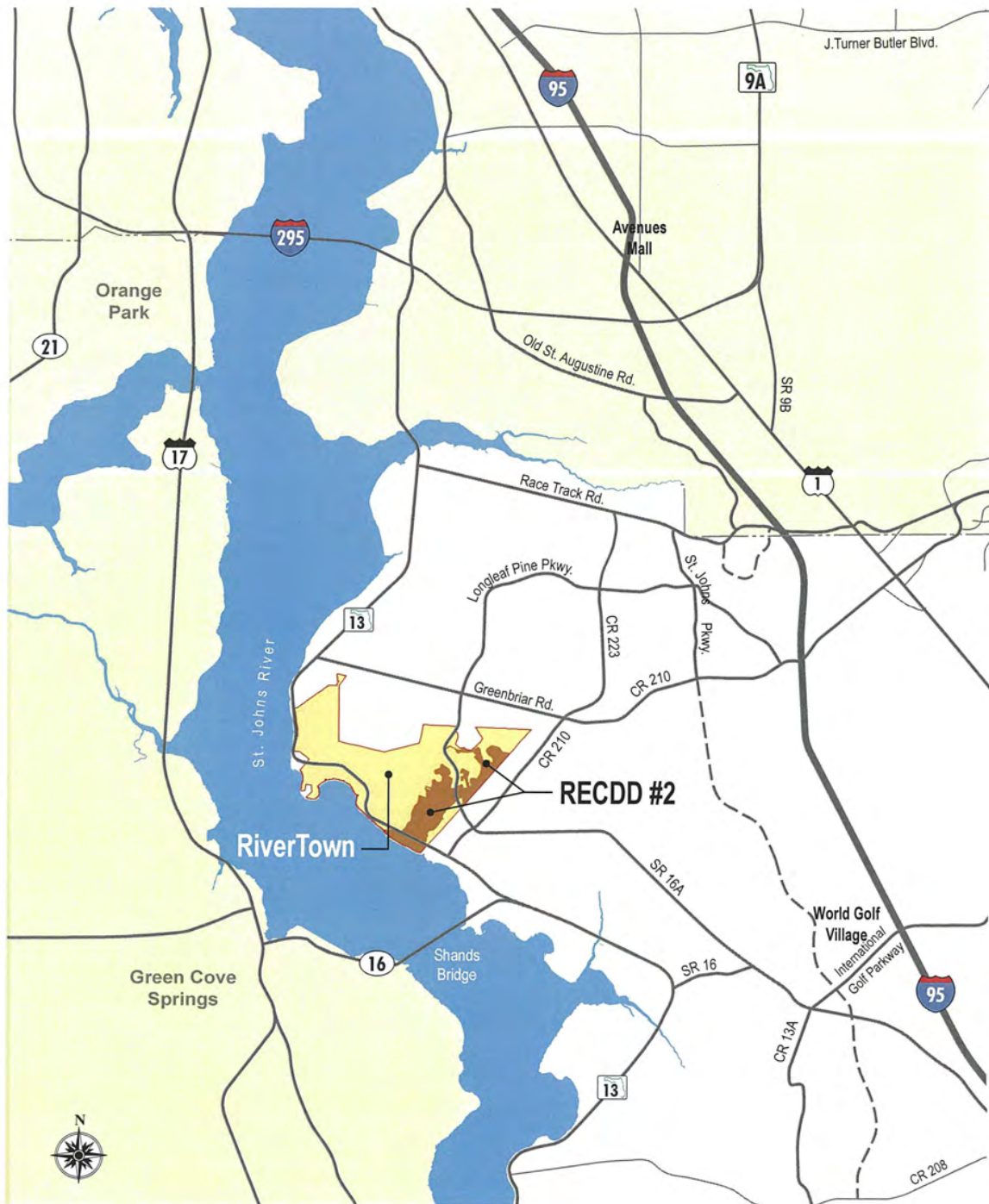
Witness

By: _____

Composite Exhibit A: Property Description

Exhibit B: Fiscal Year 2017-2018 and Fiscal Year 2018-2019 General Fund Budgets

Composite Exhibit A



VICINITY MAP

Exhibit 1

PROSSER

RiverTown

CDD 2 North Parcel (Part One)

Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Reference, COMMENCE at the intersection of the northerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), with the easterly monumented line of said Frances P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and run thence, along the aforesaid said northerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 179.79 feet, to the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, continue North 63°27'26" West, along the aforesaid northerly Right of Way line of STATE ROAD No. 13, a distance of 2,917.82 feet; thence departing from aforesaid northerly Right of Way line of STATE ROAD No. 13, run the following ten (10) courses and distances:

Course No. 1: run thence, North 52°12'30" East, a distance of 337.34 feet, to a point;

Course No. 2: run thence, North 43°00'14" East, a distance of 340.19 feet, to a point;

Course No. 3: run thence, North 27°38'47" East, a distance of 540.78 feet, to a point;

Course No. 4: run thence, North 59°45'43" East, a distance of 312.12 feet, to a point;

Course No. 5: run thence, North 12°39'39" East, a distance of 376.82 feet, to a point;

Course No. 6: run thence, North 03°30'59" West, a distance of 427.45 feet, to a point;

Course No. 7: run thence, North 23°57'56" East, a distance of 932.43 feet, to a point;

Course No. 8: run thence, North 48°02'01" East, a distance of 302.22 feet, to a point;

Course No. 9: run thence, North 27°34'13" East, a distance of 248.54 feet, to a point;

Course No. 10: run thence, North 07°09'39" East, a distance of 674.95 feet, to a point, on the southerly line of "Parcel 11- Elementary School Site", as per the Sketch and Legal prepared by this Firm, dated April 28, 2016; run thence, along the southerly and easterly boundary of said "Parcel 11 - Elementary School Site", the following thirty-four (34) courses and distances:

Course No. 1: run thence, South 71°41'33" East, a distance of 775.63 feet, to a point;

Course No. 2: run thence, North 33°37'29" East, a distance of 62.40 feet, to a point;

Course No. 3: run thence, North 06°30'58" East, a distance of 40.31 feet, to a point;

Course No. 4: run thence, North 00°03'18" West, a distance of 68.98 feet, to a point;

Course No. 5: run thence, North 05°58'04" East, a distance of 38.17 feet, to a point;

Course No. 6: run thence, North 08°08'34" West, a distance of 93.10 feet, to a point;

Course No. 7: run thence, North 09°42'05" East, a distance of 76.71 feet, to a point;

Course No. 8: run thence, North 05°07'10" West, a distance of 43.27 feet, to a point;

Course No. 9: run thence, North 15°48'54" East, a distance of 37.19 feet, to a point;

Course No. 10: run thence, North 09°54'54" East, a distance of 82.20 feet, to a point;

Course No. 11: run thence, North 32°10'30" East, a distance of 50.58 feet, to a point;

Course No. 12: run thence, North 36°15'54" West, a distance of 72.68 feet, to a point of curvature, of a curve, leading northeasterly;

Course No. 13: run thence, northeasterly, along and around the arc of a curve, being concave easterly, and having a radius of 25.00 feet, through a central angle of 39°51'27" to the right, an arc distance of 17.39 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 16°20'11" West, 17.04 feet;

Course No. 14: run thence, North 03°35'33" East, along last said tangency, a distance of 55.29 feet, to a point;

Course No. 15: run thence, North 27°46'35" West, a distance of 159.19 feet, to a point;

Course No. 16: run thence, North 23°56'36" West, a distance of 57.05 feet, to a point;

Course No. 17: run thence, North 15°33'10" West, a distance of 49.85 feet, to a point;

Course No. 18: run thence, South 78°39'24" East, a distance of 24.49 feet, to a point;

Course No. 19: run thence, North 11°59'52" East, a distance of 50.59 feet, to a point;

Course No. 20: run thence, South 90°00'00" East, a distance of 151.53 feet, to a point;

Course No. 21: run thence, South 05°24'52" West, a distance of 67.04 feet, to a point;

Course No. 22: run thence, North 68°26'00" East, a distance of 25.11 feet, to a point;

Course No. 23: run thence, South 03°06'04" East, a distance of 17.72 feet, to a point;

Course No. 24: run thence, South 36°29'04" East, a distance of 22.83 feet, to a point;

Course No. 25: run thence, South 50°43'11" East, a distance of 72.64 feet, to a point;

Course No. 26: run thence, North 72°12'33" East, a distance of 53.45 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 27: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 25.00 feet, through a central angle of 77°36'13" to the right, an arc distance of 33.86 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 68°59'20" East, 31.33 feet;

Course No. 28: run thence, South 30°11'14" East, along last said tangency, a distance of 38.85 feet, to a point;

Course No. 29: run thence, South 88°25'01" East, a distance of 83.24 feet, to the point of a non tangential curve, leading easterly;

Course No. 30: run thence, easterly, along and around the arc of a curve, being concave southerly, and having a radius of 25.00 feet, through a central angle of 21°11'35" to the right, and arc distance of 9.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 77°16'23" East, 9.20 feet;

Course No. 31: run thence, South 66°40'36" East, along last said tangency, a distance of 8.56 feet, to a point;

Course No. 32: run thence, South 40°08'11" East, a distance of 55.96 feet, to a point;

Course No. 33: run thence South 48°32'04" East, a distance of 42.75 feet, to a point;

Course No. 34: run thence, North 54°28'40" East, a distance of 62.15 feet, run thence, North 14°57'14" East, a distance of 30.79 feet, to a point, which lies 62.00 feet southerly of, the most northerly line of that 53 foot wide easement, dedicated to Peoples Gas System, and recorded in Official Records Book 3150, page 578 of the Public Records of St. Johns County, Florida, and also being the northerly line of that 53 foot wide easement dedicated to JEA, and recorded in Official Records Book 3131, page 483, of the Public Records of said St. Johns County, Florida; run thence, parallel with and concentric to, and 62 feet southerly of the northerly line of last said two (2) easements, the following two (2) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 514.50 feet, through a central angle of 44°41'04" to the left, an arc distance of 401.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 53°35'59" West, 391.16 feet;

Course No. 2: run thence, North 75°56'31" West, along last said tangency, a distance of 213.21 feet, to a point; thence departing from aforesaid line, run the following twenty-three (23) courses and distances:

Course No. 1: run thence, North 14°03'30" East, a distance of 108.94 feet, to a point;

Course No. 2: run thence, South 74°33'07" East, a distance of 562.46 feet, to a point;

Course No. 3: run thence, North 23°01'26" East, a distance of 378.93 feet, to a point;

Course No. 4: run thence, North 05°59'33" West, a distance of 343.45 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 5: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 239.56 feet, through a central angle of $124^{\circ}52'14''$ to the right, an arc distance of 522.09 feet, to the point of reverse curvature, of a curve continuing easterly, last said arc being subtended by a chord bearing and distance of North $85^{\circ}05'05''$ East, 424.73 feet;

Course No. 6: run thence easterly, along and around the arc of a curve, being concave northerly, and having a radius of 376.68 feet, through a central angle of $107^{\circ}24'34''$ to the left, an arc distance of 706.15 feet, to a point, last said arc being subtended by a chord bearing and distance of South $86^{\circ}11'06''$ East, 607.19 feet;

Course No. 7: run thence, North $02^{\circ}54'47''$ East, along a non-tangent line, a distance of 451.50 feet, to a point;

Course No. 8: run thence, North $47^{\circ}44'50''$ West, a distance of 397.82 feet, to a point;

Course No. 9: run thence, South $79^{\circ}35'12''$ West, a distance of 338.27 feet, to a point of curvature, of a non-tangent curve, leading northerly;

Course No. 10: run thence northerly, along and around the arc of a curve, being concave easterly, and having a radius of 295.05 feet, through a central angle of $158^{\circ}05'24''$ to the right, an arc distance of 814.09 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North $08^{\circ}21'00''$ East, 579.34 feet;

Course No. 11: run thence, North $70^{\circ}01'49''$ East, along last said non-tangent line, a distance of 358.05 feet, to a point;

Course No. 12: run thence, North $05^{\circ}42'53''$ East, a distance of 192.02 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 13: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 197.27 feet, through a central angle of $178^{\circ}06'21''$ to the right, an arc distance of 613.22 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North $78^{\circ}15'46''$ East, 394.49 feet;

Course No. 14: run thence, South $57^{\circ}46'35''$ East, a distance of 587.65 feet, to a point;

Course No. 15: run thence, South $28^{\circ}33'27''$ East, a distance of 495.97 feet, to a point;

Course No. 16: run thence, South $28^{\circ}39'55''$ West, a distance of 310.12 feet, to a point;

Course No. 17: run thence, South $73^{\circ}27'16''$ West, a distance of 147.61 feet, to a point;

Course No. 18: run thence, South $54^{\circ}17'33''$ East, a distance of 536.88 feet, to a point;

Course No. 19: run thence, South $03^{\circ}08'19''$ East, a distance of 279.38 feet, to a point;

Course No. 20: run thence, South $17^{\circ}38'48''$ West, a distance of 605.51 feet, to a point;

Course No. 21: run thence, South $24^{\circ}09'05''$ East, a distance of 216.50 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 22: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 465.00 feet, through a central angle of 22°32'24" to the right, an arc distance of 182.93 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 79°19'39" East, 181.75 feet;

Course No. 23: run thence, South 89°24'09" East, a distance of 141.88 feet, to a point on the westerly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida; run thence, along the aforesaid westerly Right of Way line of LONGLEAF PARKWAY, run the following one (1) course and distance:

Course No. 1: run thence southerly, along and around the arc of a curve, being concave easterly, and having a radius of 3,565.00 feet, through a central angle of 21°02'53" to the left, an arc distance of 1,309.54 feet, said curve, said arc being subtended by a chord bearing and distance of South 09°25'38" East, 1,302.29 feet; departing from aforesaid westerly Right of Way line of LONGLEAF PARKWAY, run the following seven (7) courses and distances:

Course No. 1: run thence, South 36°38'06" West, a distance of 400.42 feet, to a point;

Course No. 2: run thence, South 54°58'08" West, a distance of 330.30 feet, to a point;

Course No. 3: run thence, South 44°29'47" West, a distance of 430.83 feet to a point;

Course No. 4: run thence, South 64°12'38" West, a distance of 301.97 feet, to a point;

Course No. 5: run thence, South 13°42'10" West, a distance of 318.50 feet, to a point;

Course No. 6: run thence, South 52°16'16" West, a distance of 262.11 feet, to a point;

Course No. 7: run thence, South 23°41'37" West, a distance of 384.98 feet, to an intersection with the easterly line of Conservation Easement No. 28, as recorded in that Conservation Easement, (Rivertown-Unit 1, Phase 2, Group 1) as recorded in that instrument, recorded in Official Records Book 3009, page 1777 et seq, of the Public Records of St. Johns County, Florida; run thence, along the easterly boundary of said Conservation Easement No. 28, the following eight (8) courses and distances:

Course No. 1: run thence, South 04°19'20" East, a distance of 134.75 feet, to a point;

Course No. 2: run thence, South 08°55'41" East, a distance of 28.10 feet, to a point;

Course No. 3: run thence, South 72°26'19" East, a distance of 8.08 feet, to a point;

Course No. 4: run thence, North 73°28'49" East, a distance of 47.82 feet, to a point;

Course No. 5: run thence, South 87°33'46" East, a distance of 82.73 feet, to a point;

Course No. 6: run thence, South 89°24'49" East, a distance of 16.37 feet, to a point;

Course No. 7: run thence, South 17°51'46" West, a distance of 21.40 feet, to a point;

Course No. 8: run thence, South 68°05'50" West, a distance of 75.04 feet, to a point; thence departing from aforesaid Conservation Easement No. 28, run the following eleven (11) courses and distances:

Course No. 1: run thence, South 20°48'19" West, a distance of 270.86 feet, to a point;

Course No. 2: run thence, South 35°04'12" West, a distance of 392.69 feet, to a point;

Course No. 3: run thence, South 56°56'52" West, a distance of 228.11 feet, to a point;

Course No. 4: run thence, South 37°04'57" West, a distance of 273.60 feet, to a point;

Course No. 5: run thence, South 46°22'00" West, a distance of 318.14 feet, to a point;

Course No. 6: run thence, South 65°54'47" West, a distance of 97.80 feet, to a point;

Course No. 7: run thence, North 85°34'16" West, a distance of 117.00 feet, to a point;

Course No. 8: run thence, South 72°21'10" West, a distance of 327.57 feet, to a point;

Course No. 9: run thence, South 28°18'49" West, a distance of 340.58 feet, to a point

Course No. 10: run thence, South 31°22'04" East, a distance of 147.54 feet, to a point;

Course No. 11: run thence, South 26°16'16" West, a distance of 348.72 feet, to a point on the aforesaid easterly line of Conservation Easement No. 28, as recorded in that Conservation Easement, (Rivertown-Unit 1, Phase 2, Group 1) as recorded in that instrument, recorded in Official Records Book 3009, page 1777 et seq, of the Public Records of St. Johns County, Florida; run thence, along the easterly boundary of said Conservation Easement No. 28, the following four (4) courses and distances:

Course No. 1: run thence, South 14°59'14" East, a distance of 79.95 feet, to a point;

Course No. 2: run thence, South 06°15'33" West, a distance of 115.51 feet, to a point;

Course No. 3: run thence, South 24°20'29" West, a distance of 343.43 feet, to a point;

Course No. 4: run thence, South 00°50'37" West, a distance of 76.78 feet, to a point on the aforesaid northerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), and the POINT OF BEGINNING.

The lands thus described contains 21,074,888 square feet, or 483.81 Acres, more or less, in area.

Exhibit B
Fiscal Year 2017-2018 General Fund Budget

E.

RESOLUTION 2018-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES

WHEREAS, the Board of Supervisors (“Board”) of the Rivers Edge II Community Development District (“District”) is required to adopt an investment policy in accordance with Section 218.415, Florida Statutes; and

WHEREAS, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, Florida Statutes.

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

1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:
 - a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.
 - b. Securities and Exchange Commission registered money market funds with the highest quality rating from nationally recognized rating agency.
 - c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.
 - d. Direct obligations of the U.S. Treasury.
2. Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.
3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of July, 2018

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

F.

RESOLUTION 2018-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZING PUBLICATION OF A NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE AND RATES, FEES AND CHARGES OF THE DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

Section 1. A Public Hearing will be held to adopt Rules of Procedure and rates, fees and charges of the District on September __, at __:00 __.m., at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259.

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

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

Exhibit A

Rules of Procedure and Rates

1.

**RULES OF PROCEDURE
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**

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Rule 1.0 General.

- (1) The Rivers Edge II Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in the section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. After the request has been fulfilled, additional payments or credits may be due.
- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.006, 119.07, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, or by calling (904) 940-5850. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office."
 - (e) The following language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two (72) hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board’s consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office.

Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however,

at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorneys must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with

the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

Law Implemented: §§ 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0114, Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
 - (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the

existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

- (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and

- (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver, and shall announce such disposition at a publicly held meeting of the Board, within sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

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

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars (\$1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars (\$50,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances

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

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

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

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

Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under The Consultants' Competitive Negotiations Act.

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

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not

receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

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

consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

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

(2) Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.

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

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable federal licenses in good standing, if any;
 - (ii) Hold all required applicable state professional licenses in good standing;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with

Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

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

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.
- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of

the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by

both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than July 1 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the

Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

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

- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals,

Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
 - (5) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) bids, proposals, replies, or responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include a

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

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

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

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold the required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

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

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

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

Rule 3.11 Protests With Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

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

(1) Filing.

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

that is the subject of the protest. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;
 - (d) Enter orders; and
 - (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Rule 4.0 Effective Date.

These Rules shall be effective July 18, 2018, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

G.

RESOLUTION 2018-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District, pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District (the "Board") to levy, collect and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, (the "Uniform Method").

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

Section 1. A public hearing will be held to adopt the Uniform Method on September , 2018 at _:00 _m. located at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Section 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

Section 3. This Resolution shall become effective immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

SEVENTH ORDER OF BUSINESS

A.

RESOLUTION 2018-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires to designate a public depository for the District funds.

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

SECTION 1. [REDACTED] is hereby designated as the public depository for District funds.

SECTION 2. In accordance with Section 280.17(4), *Florida Statutes*, the District’s Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District’s official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts.

SECTION 3. The District’s Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

SECTION 4. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

B.

RESOLUTION 2018-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO ESTABLISH A CHECKING ACCOUNT ON BEHALF OF THE DISTRICT AND TO DESIGNATE THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S); AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Rivers Edge II Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in St. Johns County, Florida; and

WHEREAS, the Board of Supervisors of the District (the "Board") desires to establish a checking account on behalf of the District; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the funds of the District shall be disbursed by warrant or check signed by the Treasurer and by such other person as may be authorized by the Board; and

WHEREAS, the Board has pursuant to Resolution 2018-03, elected a Secretary and Treasurer for the District; and

WHEREAS, the District Board desires to authorize signatories for the operating bank accounts(s).

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

1. The District Manager is hereby authorized to establish a checking account on behalf of the District.
2. The Chair, Secretary and Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the operating bank account(s) of the District.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

C.

RESOLUTION 2018-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors (“Board”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

Section 1. Continuing Expenses: The Board hereby authorizes the payment of invoices of continuing expenses that meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board.
2. The invoice must be pursuant to a contract or agreement authorized by the Board.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

4. The invoice amount will not cause payments to exceed the adopted budget of the District.

Section 2. Non-Continuing Expenses: The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses that are: 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$5,000 - with approval of the District Manager;
2. Non-Continuing Expenses Exceeding \$5,000 - with approval of the District Manager and Chairman of the Board.

Section 3. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

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

Adopted this 18th day of July, 2018.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Vice/Chairperson, Board of Supervisors

EIGHTH ORDER OF BUSINESS

A.

Rivers Edge II Community Development District

FY2018 Funding Request #1
29-Jun-18

Vendor	Amount
1 Funds to Open Operating Account	\$ 5,000.00
2 Insurance	\$ 5,000.00
3 Legal Advertising	\$ 5,000.00
4 Website Development and Design	\$ 10,000.00
Total Amount Due	\$ 25,000.00

Please make check payable to:

Rivers Edge II CDD
1001 Bradford Way
Kingston, TN 37763

NINTH ORDER OF BUSINESS

A.

July 18, 2018

Via Hand Delivery

Board of Supervisors

Rivers Edge Community Development District

Board of Supervisors

Rivers Edge II Community Development District

***Re: Conflict of Interest Waiver Regarding Representation of Rivers Edge and
Rivers Edge II Community Development Districts for Interlocal Agreement***

Dear Boards of Supervisors,

Hopping Green & Sams, P.A. (“HGS”), was recently asked to undertake the representation of the Rivers Edge Community Development District (“District”) and the Rivers Edge II Community Development District (“RECDD2” and together with the District, the “Districts”) in regards to various general counsel representation tasks. Specifically for the purposes of this conflict of interest waiver, HGS was requested by the Districts to draft an interlocal agreement regarding certain shared cost expenses of offsite improvements between the Districts related to certain RiverTown DRI requirements, which includes operation and maintenance of certain roadway landscaping and irrigation improvements, stormwater improvements and shared amenity access of the River House and River Club facilities between the District and RECDD2, respectively.

This letter is to notify the Districts pursuant to Rules 4-1.7 and 4-1.9, of the Rules Regulating the Florida Bar, of the existence of a potential conflict of interest between the District and RECDD2 as recipients of the rights and responsibilities of the Interlocal Agreement. Specifically, the risk involved in the potential conflict is that my firm would not be able to fully advocate for either one or both of the Districts in negotiation of the Interlocal Agreement and so either one or both of the Districts would not get as good a deal on the Interlocal representations, due to my concurrent representation of the other District. However, in reviewing the nature of the conflict, HGS is of the opinion that (1) HGS will be able to provide competent and diligent representation of the Districts regardless of HGS’s other representations; (2) HGS’s representation of the District will not be materially limited by HGS’s other responsibilities; and (3) HGS’s representation will not involve the use of information relating to the representation to the disadvantage of the District or RECDD2 in a manner in conflict with Rule 4-1.9. Its representation of RECDD2 will not involve the use of information obtained during the prior representation of the District. In support thereof, it is important to note that the calculations on which the Interlocal payment allocation is based was not derived by HGS; rather the methodology for allocation of the costs, the types of improvements to be shared, and the cost factor allocations were all derived by the Engineer of Record for the RiverTown development and the methodology consultant related to the Development, independent of HGS. The Interlocal

is intended to memorialize the understanding of the cost proportion of said shared improvements between the Districts based on the engineering and financial analysis provided to HGS.

Under the rules governing the Florida Bar, we are ethically obligated to disclose the existence of this conflict to the District and RECDD2 and request both the District and RECDD2's informed consent thereto in writing. Accordingly, on behalf of HGS, I would request that the District and RECDD2 acknowledge the disclosure of the conflict described herein and waiver thereof by signing a copy of this letter and returning a copy to me for my file.

Should you have any questions or concerns or should you desire additional information regarding the contents of this letter, please do not hesitate to contact me at (850) 222-7500 or via e-mail at JenK@hgslaw.com.

Very truly yours,

HOPPING GREEN & SAMS, P.A.

By: Jennifer L. Kilinski

By signing below, the undersigned acknowledges the disclosure of the conflict described herein and consents to Hopping Green & Sams, P.A.'s representation of Rivers Edge Community Development District in the matters described in this letter.

On behalf of Rivers Edge Community Development District:

By: _____

Name: Jason Sessions

Title: Chairman

Date: _____

On behalf of Rivers Edge II Community Development District

By: _____

Name: _____

Title: Vice Chairman

Date: _____