

*Rivers Edge II*  
*Community Development District*

*August 16, 2023*

## *AGENDA*

**Rivers Edge II  
Community Development District**

475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
[www.RiversEdge2CDD.com](http://www.RiversEdge2CDD.com)

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August 9, 2023

Board of Supervisors  
Rivers Edge II Community Development District

Dear Board Members:

The Rivers Edge II Community Development District Board of Supervisors Meeting is scheduled to be held on **Wednesday, August 16, 2023 at 10:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.**

Following is the agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Business Items
  - A. Consideration of Insurance Proposal from Brown & Brown
  - B. Public Hearing for the Purpose of Adopting the Fiscal Year 2024 Budget and Imposing Special Assessments
    - 1. Consideration of Resolution 2023-11, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2024
    - 2. Consideration of Resolution 2023-12, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2024
    - 3. Developer Funding Agreement for Fiscal Year 2024
  - C. Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2024
- IV. Approval of Consent Agenda
  - A. Minutes of the July 19, 2023 Board of Supervisors Meeting
  - B. Financial Statements through June 30, 2023
  - C. Check Register
- V. Staff Reports
  - A. Landscape Maintenance – Report

B. District Engineer

C. District Counsel

D. District Manager

E. General Manager – Monthly Amenity and Field Operations Report

VI. Other Business

VII. Supervisors' Requests

VIII. Audience Comments

IX. Next Scheduled Meeting – September 20, 2023 at 9:00 a.m. the RiverTown Amenity Center

X. Adjournment

### *THIRD ORDER OF BUSINESS*

*A.*

PUBLIC SECTOR

# Insurance Proposal

October 1, 2023 – October 1, 2024

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT



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### Our Story

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
  - 22 Counties
  - 70 Cities
  - 20 Public Airports
  - 7 Public School Districts
  - State of Florida

## An Introduction to Your Service Team

### Account Executives

|  |                |                            |
|--|----------------|----------------------------|
| <b>Matt Montgomery</b><br>Executive Vice President                         | (386) 239-7245 | Matt.Montgomery@bbrown.com |
| <b>Robin Russell, ARM-P, CISR, CSRM</b><br>Director of Operations          | (386) 239-4044 | Robin.Russell@bbrown.com   |
| <b>Paul Dawson, ARM-P</b><br>Senior Vice President / Public Risk Advisor   | (386) 239-4045 | Paul.Dawson@bbrown.com     |
| <b>Michelle Martin, CIC</b><br>Senior Vice President / Public Risk Advisor | (386) 239-4047 | Michelle.Martin@bbrown.com |
| <b>Kyle Stoekel, ARM-P, CIC</b><br>Public Risk Advisor                     | (386) 944-5805 | Kyle.Stoekel@bbrown.com    |
| <b>Bill Wilson</b><br>Public Risk Advisor                                  | (386) 333-6058 | Bill.Wilson@bbrown.com     |
| <b>Molly Grande, CPCU, ARM, CISR</b><br>Account Executive                  | (386) 333-6084 | Molly.Grande@bbrown.com    |
| <b>Victoria "Tori" Reedy</b><br>Executive Coordinator                      | (386) 239-4043 | Tori.Reedy@bbrown.com      |

### Service Representatives

|  |                |                                 |
|--|----------------|---------------------------------|
| <b>Emily Bailey</b><br>Public Risk Specialist                          | (386) 333-6085 | Emily.Bailey@bbrown.com         |
| <b>Melody Blake, ACSR</b><br>Senior Public Risk Specialist             | (386) 239-4050 | Melody.Blake@bbrown.com         |
| <b>Taylor Brodeur</b><br>Public Risk Specialist                        | (386) 361-5225 | Taylor.Brodeur@bbrown.com       |
| <b>Alexa Gray, AIC</b><br>Public Risk & Claims Specialist              | (386) 333-6068 | Alexa.Gray@bbrown.com           |
| <b>Schylar Howard</b><br>Public Risk Specialist                        | (386) 265-6117 | Schylar.Howard@bbrown.com       |
| <b>Patricia "Trish" Jenkins, CPSR</b><br>Senior Public Risk Specialist | (386) 239-4042 | Trish.Jenkins@bbrown.com        |
| <b>Nicholas "Nick" Van Nostrand</b><br>Public Risk Specialist          | (321) 214-2377 | Nicholas.VanNostrand@bbrown.com |

**Certificate Requests:** 179.certificates@bbrown.com

**Claim Reporting:** 179.claims@bbrown.com

***Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.***

## Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

*Preferred's* history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

### *Preferred's* Member Types

|                     |                      |                                     |
|---------------------|----------------------|-------------------------------------|
| Municipalities      | Counties             | Special Districts                   |
| Public Schools      | Charter Schools      | Sheriff Departments                 |
| Housing Authorities | Aviation Authorities | Transit, Port & Utility Authorities |

### *Preferred's* Comprehensive Coverages

|                            |                                |                            |
|----------------------------|--------------------------------|----------------------------|
| Property                   | Workers' Compensation          | General Liability          |
| Automobile Liability       | Automobile Physical Damage     | Law Enforcement Liability  |
| Public Officials Liability | Employment Practices Liability | Educators' Legal Liability |

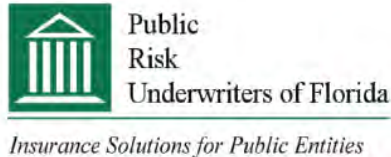
### The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred's* sole focus on government ensures that members' unique needs are met.

### Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



#### Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

#### Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

### *Preferred's* Expert Boards Know Your Business

*Preferred* is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

## ***Preferred Claims Administration***

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at [www.pgcs-tpa.com](http://www.pgcs-tpa.com).

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.



## ***Preferred Safety and Risk Management Services***

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

*Preferred* is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

*Preferred's* Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

## Property – Inland Marine

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

| Covered Property (Per Schedule Provided) |   |
|--|---|
| \$7,363,079                              | Blanket Value Buildings and Contents      |
| Special Property Coverages               |   |
| \$5,000,000                              | Flood                                     |
| \$5,000,000                              | Earth Movement                            |
| \$1,000,000                              | TRIA                                      |
| Inland Marine (Per Schedule Provided)    |   |
| \$50,000                                 | Blanket Unscheduled Inland Marine***      |
| Included in Blanket                      | Communication Equipment***                |
| Included in Blanket                      | Contractor's / Mobile Equipment***        |
| Included in Blanket                      | Electronic Data Processing Equipment***   |
| Included in Blanket                      | Emergency Portable Service Equipment***   |
| Included in Blanket                      | Fine Arts***                              |
| Included in Blanket                      | Other Inland Marine                       |
| Not Included                             | Rented, Leased or Borrowed Equipment♦♦    |
| Included in Blanket                      | Valuable Papers                           |
| Not Included                             | Watercraft, Not Including Hull Coverage** |

Deductibles: \$5,000 per Occurrence – Buildings and Contents, Earth Movement and TRIA  
 (\$2,500 per Occurrence – Subject to Carrier review of 5 years Loss Runs)

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$35,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

\$5,000 any one occurrence for Flood, except:  
 Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

\*\*\*Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

\*\*Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

## Property – Inland Marine

**“Named Storm”** Definition: “...the direct action of wind, **including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named...” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

### Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
  - a. At the location shown on the Schedule of the Declarations,
  - b. Property in the open within 1,000 feet of locations described in a. above,**
  - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current coverage agreement period, there will be no charge for any new locations, valued less than \$15,000,000, acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement, then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**



## Property – Inland Marine

| <b>Sublimits of Coverage</b>   |   |
|--|---|
| Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit. |   |
| \$500,000  | Accounts Receivable, per occurrence   |
| \$1,000,000  | Additional Expense  |
| \$5,000  | Animals, annual aggregate   |
| \$500,000  | Business Income   |
| \$250,000, or 25% of loss whichever is greater   | Debris Removal, per occurrence  |
| \$500,000  | Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence   |
| \$250,000  | Errors and Omissions, per occurrence  |
| \$5,000  | Expediting Expense, per occurrence  |
| \$25,000   | Fire Department Charges, per occurrence   |
| \$50,000   | Fungus Cleanup Expense, annual aggregate  |
| \$25,000 Per Occurrence<br>\$1,000 Max per Tree  | Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)  |
| \$2,000,000  | New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details. |
| \$50,000   | Personal Property of Employees, per occurrence  |
| \$50,000   | Pollution Cleanup Expense, annual aggregate   |
| \$250,000  | Preservation of Property, per occurrence  |
| \$20,000   | Professional Fees, per occurrence   |
| \$150,000  | Property at Miscellaneous Unnamed Locations   |
| \$10,000   | Recertification, per occurrence   |
| \$100,000  | Service Interruption Coverage, per occurrence   |
| \$250,000  | Transit, per occurrence   |

## Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
15. Personal property of volunteers.
16. Underground pipes, unless loss is from a specified peril.
17. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

## Equipment Breakdown

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

| Coverage  | Limit       |
|---|-------------|
| Property Damage / Loss of Business Income / Additional Expense per accident | \$7,363,079 |
| Water Damage  | \$1,000,000 |
| Ammonia Contamination   | \$1,000,000 |
| Hazardous Substance Coverage  | \$1,000,000 |
| Utility Interruption (24 Hour Waiting Period)                               | \$2,000,000 |
| Spoilage Damage   | \$250,000   |
| Ordinance or Law  | \$1,000,000 |
| Expediting Expenses   | \$1,000,000 |
| Data or Media   | \$250,000   |
| Fungus, Wet Rot, Dry Rot  | \$15,000    |

Deductibles: Same as Property – Building and Contents  
24 Hours – Utility Interruption

## General Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

| Coverage   | Limit                                     | Deductible                   |
|--|---|------------------------------|
| General Liability  |   |                              |
| Bodily Injury and Property Damage, per Occurrence  | \$1,000,000                               | \$0<br>Per Occurrence        |
| Personal Injury and Advertising Injury, per Person/Occurrence  | Included                                  |                              |
| Products/Completed Operations, Aggregate   | Included                                  |                              |
| Fire Damage, per Occurrence  | Included                                  |                              |
| Medical Payments   | N/A                                       |                              |
| Employee Benefits Liability, per Occurrence  | \$1,000,000                               |                              |
| Sublimits  |   |                              |
| Vicarious Law Enforcement Liability, per Occurrence  | \$1,000,000                               | Same as General<br>Liability |
| Principle of Eminent Domain Including Inverse Condemnation, “Bert J. Harris, Jr., Private Property Rights Protection Act” per Occurrence / Annual Aggregate. | \$100,000                                 |                              |
| Sewer Backup and Water Damage:<br>Non-Negligent Claims<br>Negligent Claims.  | \$10,000/\$200,000<br>\$200,000/\$200,000 |                              |
| Herbicide and Pesticide, per Occurrence  | \$1,000,000                               |                              |
|  |   |                              |

### Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

### Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

## General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery

## Deadly Weapon Protection

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

| Deadly Weapon Protection – Claims Made                     |             |                  |
|--|-------------|------------------|
| Retroactive Date: 10/1/2023                                |             |                  |
| Coverage   | Limit       | Deductible       |
| Deadly Weapon Event (Including Claims Expenses), per event | \$1,000,000 | \$0<br>Per Event |
| Deadly Weapon Protection – Sublimits                       |             |                  |
| Business Interruption                                      | Included    | \$0<br>Per Event |
| Demolition, Clearance, and Memorialization, per event      | \$250,000   |                  |
| Extra Expense, per event                                   | \$250,000   |                  |
| Crisis Management  | Included    |                  |
| Property Damage Extension, per event                       | Included    |                  |
| Counseling Services, per event                             | \$250,000   |                  |
| Funeral Expenses, per event                                | \$250,000   |                  |
| Claims Expenses  | Included    |                  |
| Medical Expense, per person                                | \$25,000    |                  |
| Accidental Death & Dismemberment, per person               | \$50,000    |                  |

Notes of Importance:

1. **Coverage limited to scheduled locations only.**
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

**Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.**

## Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
  - owned, leased, rented or occupied by the Covered Party.
  - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

## Deadly Weapon Protection

### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

### Extended Reporting Periods:

*Preferred* provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.



## Public Officials Liability/Employment Practices Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

| Coverage   | Limit       | Deductible       |
|--|-------------|------------------|
| <b>Public Officials Liability</b><br>Retroactive Date: 10/1/2023     |             |                  |
| Per Claim  | \$1,000,000 | \$0<br>Per Claim |
| <b>Employment Practices Liability</b><br>Retroactive Date: 10/1/2023 |             |                  |
| Per Claim  | \$1,000,000 | \$0<br>Per Claim |
| <b>Sublimits</b>   |             |                  |
| Employee Pre-Termination Legal Consultation Services                 |             |                  |
| Per Employee   | \$2,500     |                  |
| Aggregate  | \$5,000     |                  |
| Non-Monetary Claims Defense Costs, Aggregate                         | \$100,000   |                  |

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

## Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

## Public Officials Liability/Employment Practices Liability

### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

### Extended Reporting Periods:

*Preferred* provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

**Optional Extended Reporting Period** – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

## Cyber Liability

Term:

October 1, 2023 to October 1, 2024

Company:

Preferred Governmental Insurance Trust (*Preferred*)

Form:

Claims Made – Duty to Defend

| <b>Cyber Liability</b><br>Retroactive Date: 10/1/2023                |                       |                  |
|--|-----------------------|------------------|
| Coverage   | Limit                 | Deductible       |
| <b>Policy Limit – Annual Aggregate</b>                               | <b>\$2,000,000</b>    | <b>Per Below</b> |
| <b>Third Party Liability Coverage</b>                                |                       |                  |
| Privacy & Security Liability, each claim                             | \$2,000,000           | \$25,000         |
| Media Content Services Liability, each claim                         | \$2,000,000           | \$25,000         |
| PCI DSS, sublimit  | \$1,000,000           | \$25,000         |
| <b>First Party Liability Coverage</b>                                |                       |                  |
| Cyber Extortion & Ransomware, each claim                             | \$500,000             | \$25,000         |
| Data Breach & Crisis Management, each claim                          | \$2,000,000           | \$25,000         |
| Data Recovery, each claim  | \$2,000,000           | \$25,000         |
| Business Interruption / Extra Expense, each claim                    | \$2,000,000           | \$25,000/12 Hr.  |
| <b>Cyber Crime, refer to form for sublimits – Annual Aggregate</b>   | <b>\$250,000</b>      | <b>\$25,000</b>  |
| Social Engineering Financial Fraud*                                  | \$250,000             | \$25,000         |
| Funds Transfer Fraud   | \$100,000             | \$25,000         |
| Invoice Manipulation   | \$100,000             | \$25,000         |
| <b>Utility Fraud, refer to form for sublimits – Annual Aggregate</b> | <b>\$100,000</b>      | <b>\$25,000</b>  |
| Crypto Jacking   | \$100,000             | \$25,000         |
| Telecommunications Fraud   | \$100,000             | \$25,000         |
| System Failure – BI/EE, sublimit                                     | \$1,000,000           | \$25,000/12 Hr.  |
| Dependent Business Interruption – System Failure, BI/EE, sublimit    | \$1,000,000           | \$25,000/12 Hr.. |
| Bricking Coverage, sublimit  | \$500,000             | \$25,000         |
| Consequential Reputation Loss<br>Period of Restoration               | \$500,000<br>6 Months | 12 Hours         |

\*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

## Cyber Liability

### Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

### Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

## Cyber Liability

### Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

### Extended Reporting Periods:

*Preferred* provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

**Automatic Extended Reporting Period** – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

**Optional Extended Reporting Period** – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

## Automobile Liability and Physical Damage

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

| Coverage   | Limit                               | Symbol | Deductible             |
|--|-------------------------------------|--------|------------------------|
| <b>Automobile Liability (Based on 00 Vehicles)</b>                   |                                     |        |                        |
| Primary Bodily Injury and Property Damage Liability – Combined Limit | \$1,000,000                         | 8, 9   | \$0<br>Each Accident   |
| Personal Injury Protection   | Statutory                           | 5      | \$0<br>Per Person      |
| Medical Payments   | N/A                                 | N/A    | N/A                    |
| Uninsured Motorist   | Rejected                            | N/A    | N/A                    |
| <b>Physical Damage</b>   |                                     |        |                        |
| Comprehensive (Based on 00 Vehicles)                                 | Per Schedule                        | 8      | \$1,000<br>per Vehicle |
| Collision (Based on 00 Vehicles)                                     | Per Schedule                        | 8      | \$1,000<br>per Vehicle |
| Rental Coverage  | \$50 per day /<br>\$5,000 Aggregate |        | N/A                    |
| Hired Physical Car Damage  | \$35,000                            |        | \$1,000<br>per Vehicle |

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Premium is based on number of vehicles and subject to adjustment if schedule is changed.
4. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
5. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
6. Limits of Liability are subject to Florida Statute 768.28.

## Automobile Liability and Physical Damage

### Description of Covered Auto Designation Symbols:

| <b>SYMBOL</b> |   | <b>DESCRIPTION</b>   |
|---------------|---|--|
| <b>1</b>      | = | ANY "AUTO"   |
| <b>2</b>      | = | ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.  |
| <b>3</b>      | = | OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.  |
| <b>4</b>      | = | OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.  |
| <b>5</b>      | = | OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.                                       |
| <b>6</b>      | = | OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement. |
| <b>7</b>      | = | SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).   |
| <b>8</b>      | = | HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.   |
| <b>9</b>      | = | NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.  |



## Premium Recapitulation

|  | <u>Annual Premium</u> | <u>Check Option</u>      |                          |
|--|-----------------------|--------------------------|--------------------------|
|  |                       | <u>Accept</u>            | <u>Reject</u>            |
| <b><i>Preferred Package</i></b>  |                       |                          |                          |
| Property including Equipment Breakdown<br>(\$2,500 AOP is subject to Carrier review of 5 years<br>Loss Runs) | \$71,800.00           | <input type="checkbox"/> | <input type="checkbox"/> |
| Inland Marine  | \$100.00              | <input type="checkbox"/> | <input type="checkbox"/> |
| General Liability  | \$3,300.00            | <input type="checkbox"/> | <input type="checkbox"/> |
| Deadly Weapon Protection*  | Included              |                          |                          |
| Public Officials / Employment Practices Liability  | \$3,300.00            | <input type="checkbox"/> | <input type="checkbox"/> |
| Cyber Liability  | \$1,500.00            | <input type="checkbox"/> | <input type="checkbox"/> |
| Automobile Liability   | \$600.00              | <input type="checkbox"/> | <input type="checkbox"/> |
| Automobile Physical Damage   | \$275.00              | <input type="checkbox"/> | <input type="checkbox"/> |
| Package Payment Plan:  | Annual                | <input type="checkbox"/> | <input type="checkbox"/> |

**\*Deadly Weapon Protection Coverage:** Any Event that occurs at a Location which has been specifically leased or loaned by the District to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, **MUST BE** reported to **AND APPROVED** by Preferred **PRIOR** to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

**All lines of coverage must be accepted in order to bind coverage with Preferred.**

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

**SIGN HERE**

(Signature)

(Name & Title)

(Date)

### Notes of Importance:

1. Quotes provided in the proposal are valid until 10/1/2023. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

## Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

## ***PREFERRED Compensation Disclosure***

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2023 – 2024 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

*Preferred* has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

*Preferred* has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

*Preferred* also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

## Notice of Carrier Financial Status

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Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.\* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being quoted through **Preferred Governmental Insurance Trust ("Preferred")**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

**Named Insured:** Rivers Edge II Community Development District  
**Line of Coverage(s):** Property, Inland Marine, General Liability, Public Officials and Employment Practices Liability, Cyber Liability, Automobile and Physical Damage, Deadly Weapon.  
**Policy Number(s):** PK FL1 0554714 23-01  
**Policy Period(s):** 10/1/2023 – 10/1/2024  
**Date of Notice:** 6/26/2023

\* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating  
Financial Size Category: XV to I - Largest to smallest rating

| Guide to Bests Ratings |        |   |
|------------------------|--------|---|
| Best Category          | Rating | Description                                   |
| Secure                 | A++    | Superior                                      |
| Secure                 | A+     | Superior                                      |
| Secure                 | A      | Excellent                                     |
| Secure                 | A-     | Excellent                                     |
| Secure                 | B++    | Very Good                                     |
| Secure                 | B+     | Very Good                                     |
| Vulnerable             | B      | Fair  |
| Vulnerable             | B-     | Fair  |
| Vulnerable             | C++    | Marginal                                      |
| Vulnerable             | C+     | Marginal                                      |
| Vulnerable             | C      | Weak  |
| Vulnerable             | C-     | Weak  |
| Vulnerable             | D      | Poor  |
| Vulnerable             | E      | Under Regulatory Supervision                  |
| Vulnerable             | F      | In Liquidation                                |
| Vulnerable             | S      | Rating Suspended                              |
| Not Rated              | NR-1   | Insufficient Data                             |
| Not Rated              | NR-2   | Insufficient Size and/or operating experience |
| Not Rated              | NR-3   | Rating Procedure Inapplicable                 |
| Not Rated              | NR-4   | Company Request                               |
| Not Rated              | NR-5   | Not Formally Followed                         |
| Rating Modifier        | u      | Under Review                                  |
| Rating Modifier        | q      | Qualified                                     |
| Affiliation Code       | g      | Group   |
| Affiliation Code       | p      | Pooled  |
| Affiliation Code       | r      | Reinsured                                     |

| Guide to Best's Financial Size Categories   |             |                                   |
|---|-------------|-----------------------------------|
| Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars. | <b>I</b>    | Less than \$1,000,000             |
|   | <b>II</b>   | \$1,000,000 - \$2,000,000         |
|   | <b>III</b>  | \$2,000,000 - \$5,000,000         |
|   | <b>IV</b>   | \$5,000,000 - \$10,000,000        |
|   | <b>V</b>    | \$10,000,000 - \$25,000,000       |
|   | <b>VI</b>   | \$25,000,000 - \$50,000,000       |
|   | <b>VII</b>  | \$50,000,000 - \$100,000,000      |
|   | <b>VIII</b> | \$100,000,000 - \$250,000,000     |
|   | <b>IX</b>   | \$250,000,000 - \$500,000,000     |
|   | <b>X</b>    | \$500,000,000 - \$750,000,000     |
|   | <b>XI</b>   | \$750,000,000 - \$1,000,000,000   |
|   | <b>XII</b>  | \$1,000,000,000 - \$1,250,000,000 |
|   | <b>XIII</b> | \$1,250,000,000 - \$1,500,000,000 |
|   | <b>XIV</b>  | \$1,500,000,000 - \$2,000,000,000 |
|   | <b>XV</b>   | Greater than \$2,000,000,000      |

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.





Public Risk Underwriters  
PO Box 958455  
Lake Mary, FL 32795-8455  
Phone: 321-832-1450  
Fax: 321-832-1496

Public Entity Application  
New Application Muni  
Coverage Term: 10/01/2023 to 10/01/2024

| General Member Information   |   |
|--|---|
| Name: Rivers Edge II Community Development District                          |   |
| Mailing: c/o Governmental Management Services 475 West Town Place, STE #114  |   |
| City/State/Zip: Saint Augustine, FL, 32092                                   |   |
| Physical: c/o Governmental Management Services 475 West Town Place, STE #114 |   |
| City/State/Zip: Saint Augustine, FL, 32092                                   |   |
| Member Contact Information   | Additional Member Information               |
| Contact:   | FEIN: NCCI Risk ID:                         |
| Title:   | Population:                                 |
| Phone #: Fax #:  | County:                                     |
| Email:   | Member Type: Community Development District |
| Agency Information   | Agency Contact Information                  |
| Agency: Public Risk Insurance Advisors                                       | Contact: Taylor Brodeur                     |
| Address: 300 North Beach Street  | Phone #: 386-361-5225                       |
| City/State/Zip: Daytona Beach FL, 32114                                      | Fax #:                                      |
| Phone #: 386-252-6176 Fax #: 386-239-4049                                    | Email: Taylor.Brodeur@bbrown.com            |

#### CERTIFICATION

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

|            |  |
|------------|--|
| SIGNATURE: |  |
| TITLE:     |  |
| DATE:      |  |

#### NOTICE TO APPLICANT

For your protection, the following Fraud Warning is required to appear on this application:

#### FLORIDA FRAUD STATEMENT

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: Rivers Edge II Community Development District

Agency: Public Risk Insurance Advisors

**Coverages Selected:**

|                        |   |                      |   |
|------------------------|---|----------------------|---|
| Auto Liability         | Y | Auto Physical Damage | Y |
| Boiler & Machinery     | Y | Crime                | N |
| Flood                  | Y | Garage Keepers       | N |
| General Liability      | Y | Inland Marine        | Y |
| Professional Liability | Y | Property             | Y |
| Cyber Liability        | Y |                      |   |

**Coverage/Exposure Summary:**

| Line of Business       | Exposure/ Coverage                             | Applicable/ Not Applicable |
|------------------------|--|----------------------------|
| General Question       | Application General Information                | Applicable                 |
| General Question       | Excess WC (Standard Limits are \$1M/\$1M/\$1M) | Not Applicable             |
| General Question       | SIR – TPA Information                          | Not Applicable             |
| General Question       | Stop Loss                                      | Not Applicable             |
| Auto Liability         | Coverage                                       | Applicable                 |
| Auto Physical Damage   | Coverage                                       | Applicable                 |
| Crime                  | Coverage                                       | Not Applicable             |
| Cyber Liability        | Coverage                                       | Applicable                 |
| Garage Keepers         | Coverage                                       | Not Applicable             |
| General Liability      | Coverage                                       | Applicable                 |
| General Liability      | Operations: Elder Care/Respite Care            | Not Applicable             |
| General Liability      | Operations: Special Events, Fairs or Carnivals | Not Applicable             |
| General Liability      | Supervision Abuse Prevention (Required)        | Applicable                 |
| Professional Liability | Law Enforcement                                | Not Applicable             |
| Professional Liability | POL/ELL/EPLI                                   | Applicable                 |
| Property               | Coverage                                       | Applicable                 |



**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name** Rivers Edge II Community Development District**Agency:** Public Risk Insurance Advisors**APPLICATION GENERAL INFORMATION**

| General Questions  | Response      |
|--|---------------|
| Account CSR:   | Bailey, Emily |
| Agent Name:  | Kyle Stoekel  |
| Primary Member Contact:  |               |
| If New Primary Contact include name, phone and email address:  |               |
| Requested Effective Date:  | 10/01/2023    |
| Requested Termination Date:  | 10/01/2024    |
| Bid Date (if Applicable, Attach RFP copy):   |               |
| Need by Date:  | 06/20/2023    |
| If new business, complete and attach the "Expiring Information" form.<br>Template can be found under Help section on portal home page<br>(Submission is not complete without this information).                            |               |
| If with PGIT less than 5 years, complete and attach the "Loss Summary"<br>form or a "No Known Losses" letter. Form can be found Help section on<br>portal home page (Submission is not complete without this information). |               |
| Member's FEIN  |               |
| NCCI Risk Id #   |               |
| Population   |               |
| Have you attached the most recent audited financials/budget?   |               |
| Please Enter Full Detail Description of Operations   |               |
| Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)   | PKG - Annual  |
| Do you have a Risk Manager? (if yes please provide name and number in comment box)   | N             |
| Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)   | N             |
| Number of Full Time Police?  | 0             |
| Number of Full Time Fire?  | 0             |
| Number of Full Time all other Personnel?   | 0             |
| Number of Part Time Police?  | 0             |
| Number of Part Time Fire?  | 0             |
| Number of Part Time All Other Personnel including Seasonal personnel?  | 0             |
| Number of Volunteers Police?   | 0             |
| Number of Volunteers Fire?   | 0             |
| Number of Volunteers All Others?   | 0             |
| Police - Estimated Payroll   | \$0.00        |
| Fire - Estimated Payroll   | \$0.00        |
| All Other - Estimated Payroll  | \$0.00        |

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** Rivers Edge II Community Development District**Agency:** Public Risk Insurance Advisors**COVERAGE INFORMATION- PROFESSIONAL LIABILITY- PUBLIC OFFICIALS & EMPLOYMENT PRACTICES****THIS IS AN APPLICATION FOR "CLAIMS MADE AND REPORTED" COVERAGE**

| POL/EPLI General Questions  | Response    |
|---|-------------|
| 1 - POL Limit:  | \$1,000,000 |
| 2 - POL Deductible:   | \$0         |
| 3 - EPLI Limit:   | \$1,000,000 |
| 4 - EPLI Deductible:  | \$0         |
| 5 - POL Retro Date  |             |
| 6 - EPLI Retro Date   |             |
| 7 - If New Business - Who is your current POL/EPLI carrier?   | EGIS        |
| 8 - If new business - What is your current POL/EPLI Limit?  |             |
| 9 - If new business - What is your current POL/EPLI Deductible?   |             |
| 10 - If new business, is your current coverage claims made or occurrence?   |             |
| 11 - Has your POL/EPLI coverage ever been cancelled or non-renewed? (If yes describe answer in comment box)   | N           |
| 12 - Total Number of Board Members?   | 5           |
| 13 - Are Board members Elected? (Y/N) (If no, describe who they are appointed by in comment box)  |             |
| 14 - Number of employees who hold professional designations   | 0           |
| 15 - Has any bond issue been defeated within the past three years?  | N           |
| 16 - If yes, has the proposal been resubmitted or is it expected to be resubmitted?   | N           |
| 17 - Has the public entity been in default on the principal or interest on any bond?(If yes please provide details in comment box)  | N           |
| 18 - Do you have a zoning commission? (Y/N)   | N           |
| 19 - Does your legal counsel attend all meetings of the planning and zoning board?  | N           |
| 20 - Do officials receive training with respect to open meetings and hearing regulations?   | Y           |
| 21 - Do you have a written master plan for economic development? (If Yes, please indicate the 4 digit year it was updated in the comment box)   | N           |
| 22 - Do you have formally approved land use ordinances that have been reviewed by legal counsel?  | N           |
| 23 - Do you have a formal procedure to file for a variance to land use statutes?  | N           |
| 24 - Do you have a formal process for application and approval of permits and licenses?   | N           |
| 25 - Do you have a formal written policy prohibiting elected officials and/or board members from sitting on decisions in which they may have a conflict of interest?  | Y           |
| 26 - If with Preferred less than 5 years, have you had any disputes or claims involving a wrongful taking, zoning variance or land use right? (If yes, provide details in comment box). Please note providing details here does not qualify as reporting a claim.             | N           |
| 27 - If with Preferred less than 5 years, have you had any disputes or claims involving the approval of building permits, design, or code enforcement? (If yes, provide details within comment box.) Please note providing details here does not qualify as reporting a claim | N           |

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** Rivers Edge II Community Development District**Agency:** Public Risk Insurance Advisors

|   |   |
|---|---|
| 28 - If with Preferred less than 5 years, have you had any disputes, claims, or complaints involving open or closed landfills? (If yes, provide details within the comment box.)  | N |
| 29 - Number of employees reported on IRS Form 1099(no FEIN) and/or who have written employment agreements   |   |
| 30 - Total % of involuntary turnover during the last 3 years (Ex. 2)  | 0 |
| 31 - Total % of voluntary turnover during the last 3 years (Ex. 5)  | 0 |
| 32 - Average # of years of employment for all employees (Ex. 4)   | 0 |
| 33 - Do supervisors receive training in the proper implementation of your policies and procedures?  | N |
| 34 - Is training documented in their personnel file?  | N |
| 35 - Enter 4 digit year employment manual written or last updated.  |   |
| 36 - Is employment manual reviewed by counsel experienced and qualified in employment law?  | N |
| 37 - Do policies and procedures comply with state and federal guidelines?   | N |
| 38 - Is this manual distributed to all employees upon hiring? (If No, please explain why not in the comment box)  | N |
| 39 - Do you have a written policy with respect to both sexual and non-sexual harassment?  | N |
| 40 - Do you follow a formal written procedure for employee disputes/complaints?   | N |
| 41 - Are all actions to dismiss or demote employees reviewed in advance by legal counsel?   | N |
| 42 - Do you require that due process be served and documented for all proceedings involving dismissal, demotion, or suspension?   | N |
| 43 - Are all probationary or disciplinary actions recorded in writing and signed by the employee?   | N |
| 44 - Have job descriptions been drafted for regular full-time positions?  | N |
| 45 - Are you an Equal Opportunity Employer?   | N |
| 46 - Over the last 5 years has any person made a claim alleging unfair or improper treatment regarding employee hiring, remuneration, advancement, or termination of employment? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim. | N |
| 47 - Answer if with Preferred less than 5 years. Has any claim been made against the entity or any person in their capacity as an official or employee of the entity? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.            | N |
| 48 - Does any official or employee have any knowledge of any fact, circumstance or situation which might reasonably be expected to give rise to a claim? (If yes, explain in the comment box.). Please note providing details here does not qualify as reporting a claim.                         | N |



**Public Entity Application**

**Coverage Term:** 10/01/2023 to 10/01/2024

**Member Name:** Rivers Edge II Community Development District

**Agency:** Public Risk Insurance Advisors

**COVERAGE INFORMATION - CYBER LIABILITY GENERAL QUESTIONS**

**THIS IS AN APPLICATION FOR CLAIMS MADE AND REPORTED COVERAGE**

| Cyber Liability  | Response |
|--|----------|
| 1 - Cyber Retro Date   |          |
| 2 - Do you have anti-virus software installed and enabled on all desktops and servers (excluding database servers) and is it updated on a regular basis?   | Y        |
| 3 - Do you have firewalls installed on all external gateways?  | Y        |
| 4 - Do you take regular backups (at least weekly) of all critical data?  |          |
| 5 - If confidential information is stored on laptops, flash drives and other mobile devices, is the information stored in an encrypted format?   | Y        |
| 6 - Is data "at rest" (servers, etc.) stored in an encrypted format?   | Y        |
| 7 - Is multi-factor authentication required for all employees when accessing email through a website or cloud based service?   | N        |
| 8 - Is multi-factor authentication required for all remote access to the network provided to employees, contractors, and 3rd party service providers?  | N        |
| IN ADDITION TO REMOTE ACCESS, IS MULTI-FACTOR AUTHENTICATION REQUIRED FOR THE FOLLOWING, INCLUDING ACCESS PROVIDED TO 3RD PARTY SERVICE PROVIDERS:   |          |
| 9 - All internal and remote admin access to directory services   |          |
| 10 - All internal and remote admin access to network backup environments   |          |
| 11 - All internal and remote admin access to network infrastructure  |          |
| 12 - All internal and remote admin access to the organization's endpoints/servers  |          |
| 13 - Have you suffered a claim or loss in the last five years, in relation to cyber liability or cyber security? If yes, describe:   |          |
| 14 - Are you aware of any circumstances or complaints against you in relation to data protection or security, PII (Personally Identifiable Information), PHI (Protected Health Information) or any other actual or potential security violations or breaches either currently or in the past five years? If so, please describe (Please note providing details here does not qualify as reporting a claim) |          |



Public Entity Application

Coverage Term: 10/01/2023 to 10/01/2024

Member Name: Rivers Edge II Community Development District

Agency: Public Risk Insurance Advisors

PROFESSIONAL LIABILITY- POL/EPLI/ CYBER

IT IS AGREED THAT IF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION NOT LISTED/DISCLOSED HEREIN, THEN ANY CLAIM BASED UPON, ARISING OUT OF, OR ATTRIBUTABLE THERETO, IS EXCLUDED FROM THE COVERAGE BEING APPLIED FOR.

The undersigned, being authorized by and acting on behalf of the applicant and all persons or concerns seeking coverage, has read and understand this Application, and declares all statements set forth herein are true, complete accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the inception of the coverage agreement applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Trust. The undersigned acknowledges and agrees that th submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied fi a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase coverage, nor does the review of this Application bind Preferred to issue a coverage agreement. This Application shall, however, be the basis of the contract, should a coverage agreement be issued.

Signed \_\_\_\_\_

**SIGN HERE**

Title \_\_\_\_\_

Date \_\_\_\_\_

*This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Mayor /Manager / equivalent Officer) or the Risk Manager (or ranking official) assigned this function.*

SIGNATORY ABOVE IS ALSO TO INITIAL EACH AND EVERY PAGE OF THIS APPLICATION.

IMPORTANT NOTICE: SHOULD THE SIGNED APPLICATION DIFFER IN ANY WAY FROM THE APPLICATION SUBMITTED FOR UNDERWRITING/RATING PURPOSES, THE TERMS, CONDITIONS AND PREMIUM AS REFLECTED ON SUBJECT TO CHANGE.

Initial \_\_\_\_\_

Date \_\_\_\_\_

**INITIAL HERE**

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** Rivers Edge II Community Development District**Agency:** Public Risk Insurance Advisors**COVERAGE INFORMATION - Auto Liability**

| Coverage   | Response                 |
|--|--------------------------|
| 1 - AL Limit:  | \$1,000,000              |
| 2 - AL Territory:  | 1T - Atlantic Coast (1T) |
| 3 - AL Deductible:   | \$0                      |
| 4 - Medical Payment limit:   |                          |
| 5 - Uninsured/Underinsured motorist limit (Maximum \$100,000):   |                          |
| 6 - Hired and Non-Owned Liability? (Y/N)   | Y                        |
| 7 - If symbol 10 for AL is required, provide definition:   |                          |
| 8 - How often do you inspect vehicles for safety hazards?  |                          |
| 9 - Are safety inspection records maintained?  | N                        |
| 10 - Are vehicles assigned to specific drivers with back up drivers?   | N                        |
| 11 - Do you own any 15 Passenger Vans with Model Year 2006 or older? (If yes, provide Member's policy/procedure with regards to how many passengers are transported in each van, seatbelts, other safety procedures, etc. in comments box) | N                        |
| 12 - Are 15 passenger vans used for passenger transportation?  | N                        |
| 13 - Do you own/operate Autonomous Vehicles? If so Autonomous Vehicle Supplemental Application is required.:   | No                       |
| PLEASE ENTER 4 DIGIT YEAR FOR DATE WRITTEN, LAST UPDATED OR "NONE" for the next 5 questions  |                          |
| 14 - Fleet Management Safety Manual:   |                          |
| 15 - Driver Training Program:  |                          |
| 16 - MVR Criteria:   |                          |
| 17 - Formal Written Accident Reporting Procedure:  |                          |
| 18 - Employee Disciplinary Program for Driver Safety   |                          |



**Public Entity Application**  
**Coverage Term:** 10/01/2023 to 10/01/2024  
**Member Name:** Rivers Edge II Community Development District  
**Agency:** Public Risk Insurance Advisors

**COVERAGE INFORMATION - Auto Physical Damage**

| Coverage  | Response |
|---|----------|
| 1 - Collision Auto Symbol:                            |          |
| 2 - Comprehensive Auto Symbol:                        |          |
| 3 - Symbol 10 definition, if required:                |          |
| 4 - Hired Physical Damage Limit (0/35K/50K/75K/100K): | \$35,000 |
| 5 - Hired Physical Damage Deductible:                 |          |



**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** Rivers Edge II Community Development District**Agency:** Public Risk Insurance Advisors**COVERAGE INFORMATION - General Liability**

| Coverage  | Response    |
|---|-------------|
| 1 - GL Occurrence Limit   | \$1,000,000 |
| 2 - GL Deductible   | \$0         |
| 3 - Employee Benefits Occurrence Limit  | \$1,000,000 |
| 4 - Medical Expense Limit (Max \$5,000)   | \$0         |
| 5 - Total number of Housing Authority units   | 0           |
| 6 - If Housing Authority, please give number of section 8 units (including USDA units)  |             |
| 7 - Number of hotel units owned/operated by member  |             |
| 8 - Do you require all contractors & vendors with whom you do business to provide a contractual hold harmless and certificate of Insurance. |             |
| 9 - Do you require groups using your facilities to provide a contractual hold harmless and Certificate of Insurance?                        |             |
| 10 - Do you require groups using your facilities to make you an additional insured on their insurance policy?                               |             |
| 11 - Do you have an ADA coordinator? If so please provide name.:  |             |
| 12 - If you are a special district, are you responsible for sidewalk maintenance?   |             |
| CHECK YES/ NO FOR EACH OF THE FOLLOWING EXPOSURES   |             |
| 13 - Athletic Fields & Activities   | Y           |
| 14 - Airports/Aircraft (Coverage limited to Premises Liability Only)  | N           |
| 15 - Bleachers/Auditoriums/Stadiums   |             |
| 16 - Do you sponsor/operate Children/Youth Programs?  | N           |
| 17 - Do you sponsor/operate Sr. Adult Program?  | N           |
| 18 - Do you sponsor/operate programs for emotionally/mentally challenged individuals?   | N           |
| 19- Electric Power Distribution(Power Generation excluded)  | N           |
| 20 - EMT's/Paramedics (Incl Fire Dept & Other 1st Responders)   | N           |
| 21 - Exhibition/Convention Center   | Y           |
| 22 - Gas Utility Distribution (Generation Excluded)   | N           |
| 23 - Golf Course  | N           |
| 24 - Hospitals, Nursing Homes, Medical Facilities (Coverage limited to Premises Liability only, Medical Malpractice excluded)               | N           |
| 25 - Law Enforcement(See Law Enforcement section for coverage questions)  | N           |
| 26 - Marinas (Premises Liability only excludes Marina Operators Liability)  | N           |
| 27 - Detention Facilities (See Law Enforcement section for coverage questions)  | N           |
| 28 - Restaurants/Snack Bars/Food Beverage Carts   | N           |
| 29 - Skate Parks  | N           |
| 30 - Swimming Pools/Water Parks/Splash Parks  | Y           |
| 31 - Wastewater Treatment   | N           |
| 32 - Water Utility  | N           |
| 33 - Watercraft (Coverage limited to craft less than 52ft excludes paying passengers)   | N           |





**Public Entity Application**

**Coverage Term:** 10/01/2023 to 10/01/2024

**Member Name:** Rivers Edge II Community Development District

**Agency:** Public Risk Insurance Advisors

|   |   |
|---|---|
| 34 - Wharves/Piers/Docks (Excluding Marina Ops Liability)   | Y |
| 35 - Drones (if yes, and you are requesting coverage complete the Unmanned Aircraft/Drone supplemental application found in the pool forms and documents) | N |

**COVERAGE INFORMATION- General Liability**

| Operations: Elder Care/ Respite Care            | Response |
|---|----------|
| 1 - Number of Elder Care/Respite Care locations |          |
| 2 - Ratio of clients to care providers          |          |

**COVERAGE INFORMATION- General Liability**

| Operations: Special Events, Fairs, or Carnivals                             | Response |
|---|----------|
| 1 - If you have fireworks displays, how many a year do you have?            |          |
| 2 - Do you contract out the fireworks display to a licensed Pyrotechnician? |          |

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** Rivers Edge II Community Development District**Agency:** Public Risk Insurance Advisors**COVERAGE INFORMATION- General Liability**

| Supervision Abuse Prevention (Required)   | Response |
|---|----------|
| 1 - Who in the Entity has been designated to handle claims (include name, address, telephone number and email)?   |          |
| 2 - With respect to Claims Incidents, etc., do you have a written procedure for obtaining information?  |          |
| ENTER YES/NO FOR ALL OPERATIONS LISTED BELOW  |          |
| 3 - Camps(Residential): (Yes/No)  |          |
| 4 - Camps with overnight stays: (Yes/No)  |          |
| 5 - Daycare Centers/Nursery Schools - Children or Adult Care: (Yes/No)  |          |
| 6 - Juvenile Detention Centers: (Yes/No)  |          |
| 7 - Medical Services and Professionals - Doctors,Psychiatrists, Visiting Nurse Services: (Yes/No)   |          |
| 8 - Mental Institutions: (Yes/No)   |          |
| 9 - Orphans or Foster Homes, including Social Service Agencies responsible for the Foster Home evaluation and/or placement: (Yes/No)  |          |
| 10 - Religious/Clergy/Church Organizations  |          |
| 11 - Schools - public or private elementary, junior high or high school: (Yes/No)   |          |
| 12 - Social Service Counselors - Social Workers, Psychologists: (Yes/No)  |          |
| 13 - Special Needs Educational Facilities: (Yes/No)   |          |
| 14 - Substance Abuse Facilities with overnight stays: (Yes/No)  |          |
| 15 - Substance Abuse Facilities without overnight stays: (Yes/No)   |          |
| 16 - Youth Organizations (Sports, Scouts, YMCA/YWCA, Big Brothers/Sisters, etc): (Yes/No) - If yes please specify in Comment field  |          |
| 17 - Is there a Sexual Abuse Prevention Program in effect?  |          |
| 18 - Has a written policy been established clearly expressing management's commitment to sexual abuse prevention?   |          |
| 19 - Have written procedures encompassing rules, a code of conduct and disciplinary measures been established for all staff and/or volunteers, which clearly define the policy and consequences of non-adherence? |          |
| 20 - Has a mechanism been developed to ensure that sexual abuse prevention policies and procedures are implemented and enforced throughout the organization?  |          |
| 21 - Is there a Sexual Abuse Prevention Coordinator that reports to a member of management?   |          |
| 22 - Are management/staff trained in policies and procedures relating to the Sexual Abuse Prevention Program?   |          |
| 23 - Do policies and procedures include an incident reporting and follow-up mechanism?  |          |
| 24 - Are standard applications used for all prospective employees or volunteers?  |          |
| 25 - Is there a minimum of two background checks for prospective employees with documentation maintained in file?   |          |



**Public Entity Application**

**Coverage Term:** 10/01/2023 to 10/01/2024

**Member Name:** Rivers Edge II Community Development District

**Agency:** Public Risk Insurance Advisors

|  |  |
|--|--|
| 26 - Do background checks include checks with "Sex Offender Hot-lines", State Police, State Department of Social Services, or similar public agencies? (where applicable)                      |  |
| 27 - In the past five years have any employees or officers been terminated for cause related to sexually abusive behavior?   |  |
| 28 - Are records maintained documenting adherence to all applicable policies and procedures, e.g., hiring and screening, code of conduct, training, incident and follow-up procedures?         |  |
| 29 - Are you aware of any circumstance that may result in a sexual abuse claim? If Yes, explain in the comment box. (Please note providing details here does not qualify as reporting a claim) |  |
| 30 - Have any members of the staff been transferred because of allegations of sexual abuse?  |  |

**Public Entity Application****Coverage Term:** 10/01/2023 to 10/01/2024**Member Name:** Rivers Edge II Community Development District**Agency:** Public Risk Insurance Advisors**COVERAGE INFORMATION - Property**

| Coverage   | Response    |
|--|-------------|
| 1 - ISO Protection Class:  | 3           |
| 2 - AOP Property Deductible:   | \$1,000     |
| 3 - Excess Flood Limit (primary for zones other than A & V) - Maximum Limit \$5,000,000  | \$5,000,000 |
| 4 - Earth movement Limit - Maximum Limit \$5,000,000   | \$5,000,000 |
| 5 - Equipment Breakdown Coverage requested (Y/N)   | Y           |
| 6 - Do any of the buildings have unrepaired damage from a recent loss? If so, please describe the extent of the damage and location.                 | N           |
| 7 - Date of last property valuation: (4 digit year)  |             |
| 8 - If new business, have you attached a copy of your most recent appraisal?   |             |
| 9 - Does the member own any structures not listed on the Property Application Schedule of Locations? If yes, provide description in the comment box. |             |
| 10 - Are these structures insured with another carrier?  |             |



Named Covered Party: Rivers Edge II Community Development District

Agreement Number: 10/01/2023 to 10/01/2024

Coverage Provided By: Preferred Governmental Insurance Trust

Quote Number: PK FL1 0554714 23-01

**YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.**

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

☒

a. I hereby reject Uninsured Motorist coverage.

☐

b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:  
each person (enter limit if applicable)  
each accident

☐

c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

**ELECTION OF NON-STACKED COVERAGE**

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

☐

I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

**Signature**

**SIGN HERE**

**Title**

**Name**

**Date**

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.



Named Covered Party: Rivers Edge II Community Development District


Effective: 10/01/2023

Termination: 10/01/2024

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

|             |   |
|-------------|---|
| X           | Property<br>TIV: \$7,363,079  |
| X           | Inland Marine<br>Blanket Unscheduled IM: \$50,000<br>Scheduled Inland Marine: Not Included<br>Total All Inland Marine: \$50,000                               |
| X           | Property TRIA (Terrorism Risk Insurance Act) coverage   |
| N/A         | Crime   |
| X           | General Liability<br>Ratable Payroll: Not Included  |
| N/A         | Law Enforcement Liability<br>Officers: Not Included   |
| X           | Professional Liability<br>Employees: Not Included   |
| X<br>X<br>X | Automobile<br>0 Units - Auto Liability<br>0 Units - Comprehensive<br>0 Units - Collision  |
| N/A         | Stop Loss Aggregate: Not Included<br>Applies to:  |
| N/A         | Excess Workers' Compensation<br>Payroll: Not Included   |
| X           | I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013). |
| X           | I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).                |

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature  Title \_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

Coverage is provided by Preferred Governmental Insurance Trust

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.

## PARTICIPATION AGREEMENT

### Application for Membership in the Preferred Governmental Insurance Trust

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 Trust for continuing workers compensation, liability, property and/or casualty coverage through membership in the Preferred Governmental Insurance Trust, to become effective 12:01 a.m. \_\_\_\_\_ (effective date of coverage agreement), and if accepted by the Fund's duly authorized representative, does hereby agree as follows:

- (a) To accept and be bound by the provisions of the Florida Workers' Compensation Act;
- (b) That, by this reference, the terms and provisions of the Amended Interlocal Agreement creating the Preferred Governmental Insurance Trust date October 1, 2004 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 Amended Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Amended Interlocal Agreement as provided therein;
- (c) 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;
- (d) To abide by the rules and regulations adopted by the Board of Trustees of the Fund;
- (e) 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;
- (f) That all information contained in the underwriting application provided to the Fund as a condition precedent to participation in the Fund is true, correct and accurate in all respects.

\_\_\_\_\_  
(Name of Local Governmental Entity)

**SIGN HERE**

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

Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness Signature

Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

### **For Internal Use Only**

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ . SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ .

By: \_\_\_\_\_  
Administrator/Trustee

# **AMENDED INTERLOCAL AGREEMENT CREATING THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

This Amended Interlocal Agreement, restating and modifying the Preferred Governmental Insurance Trust, is made and entered into effective October 1, 2004, by and among the Local Governmental Entities who have executed Participation Agreements (Application for Membership in the Preferred Governmental Insurance Trust) to become effective October 1, 2004, such Local Governmental Entities representing one hundred percent (100%) of the Governmental Entities participating in the Preferred Governmental Insurance Trust, together with such other Local Governmental Entities who hereafter become members of the Fund, for the purposes and subject to the conditions and restrictions, as hereinafter set forth.

## **WITNESSETH:**

**WHEREAS**, Article VIII, Section 2, Florida Constitution, provides municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law; and

**WHEREAS**, Section 125.01, Florida Statutes, provides that counties shall have the power to carry on county government and to exercise all powers and privileges not specifically prohibited by law; and

**WHEREAS**, Section 166.021, Florida Statutes, provides in part that "...municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law."; and

**WHEREAS**, Section 163.01, Florida Statutes, commonly known as the "Florida Interlocal Cooperation Act of 1969", provides that Local Governmental Entities may enter



into interlocal agreements in order to make the most efficient use of their powers by enabling them to cooperate with other Local Governmental Entities on a basis of mutual advantage, thereby providing services and facilities in a manner, and pursuant to forms of governmental organization, that will best accord with geographic, economic, population, and other factors influencing the needs and development of Local Communities; and

**WHEREAS**, Section 624.4622, Florida Statutes, provides that any two or more Local Governmental Entities may enter into an interlocal agreement for the purpose of securing the payment of benefits under Chapter 440, Florida Statutes, provided such local governmental self- insurance fund created thereby has an annual normal premium in excess of five million dollars (\$5,000,000.00), maintains a continuing program of excess insurance coverage, submits annual audited year-end financial statements, and has a governing body which is comprised entirely of local elected officials; and

**WHEREAS**, Section 768.28, Florida Statutes, provides that the state and its agencies and subdivisions are authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to such section; and

**WHEREAS**, Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof in anticipation of any judgment or settlement which its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in s. 111.07, Florida Statutes; and

**WHEREAS**, Section 624.462, Florida Statutes, provides that a governmental self-insurance pool created pursuant to Section 768.28(16), Florida Statutes, shall not be considered a commercial self-insurance fund; and

**WHEREAS**, each of the participating Local Governmental Entities which are party to this Agreement, and all subsequent Local Governmental Entities which become party to this

Agreement, are public agencies as defined in Section 163.01, Florida Statutes, and are authorized to enter into this Interlocal Agreement by executing a Participation Agreement; and

**WHEREAS**, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under Chapter 440, Florida Statutes; and

**WHEREAS**, each of the Local Governmental Entities which are a party to this Agreement have the powers and authorities to establish, operate and maintain their own individual self-insured programs for the purpose of securing payment of benefits under risk management programs or liability insurance programs; and

**WHEREAS**, it is in the public interest, and in the best interest of the parties hereto, that they join together to establish a consolidated and comprehensive Fund for the payment of benefits under the Florida Workers' Compensation Law, payment of claims, judgments and claims bills which they may become liable to pay, payment of certain civil rights liabilities, payment of casualty and property losses, and the purchase of appropriate policies of insurance, excess insurance and reinsurance to provide protection against such claims and liabilities; and

**WHEREAS**, the governing authority of each of the Local Governmental Entities which are a party to this Agreement have duly authorized the execution and delivery of a Participation Agreement obligating such Governmental Entity to full performance of this Agreement; and

**WHEREAS**, it is the intent of this Agreement to allow participation by additional Local Governmental Entities in the self-insurance fund created hereby, pursuant to the terms and conditions of this Interlocal Agreement;

**NOW, THEREFORE**, by virtue of the execution and delivery of a Participation Agreement, the parties hereto do hereby covenant and agree as follows

**SECTION I**  
**INCORPORATION OF RECITALS**

The foregoing WHEREAS clauses are incorporated in, and made a part of, this Amended Interlocal Agreement.

**SECTION II**  
**DEFINITIONS**

The following definitions shall apply to the provisions of this Amended Interlocal Agreement:

- 2.1 ADMINISTRATOR.** An individual, partnership or corporation engaged by the Fund to carry out the policies of the Fund and provide the day-to-day executive management and oversight of the Fund's operations, including, but not limited to, administration, marketing, underwriting, quoting, issuance, maintenance and auditing of coverage terms, coordinating other third party service providers retained by the Fund and ensuring that the policies and decisions of the Board of Trustees are implemented.
- 2.2 CLAIMS MANAGEMENT.** "Claims Management" shall mean the process of identifying, receiving, handling, adjusting, reserving, resolving and planning for the funding of eligible claims made by or against any Member of the Trust and any other necessary risk management operations.
- 2.3 CONTRIBUTION(S).** "Contribution(s)" shall mean any premium charge or other consideration imposed or collected by, or on behalf of the Trust, from its Members based on criteria adopted from time to time by the Board of Trustees. Contributions may be determined and set with respect to all Members, any individual Member or otherwise. The terms "Contribution(s)", "Premium(s)" and "Premium Contribution(s)" are used interchangeably and synonymously throughout this Agreement.
- 2.4 COVERAGE TERMS.** "Coverage Terms" or "Coverage Agreements" shall mean the terms and conditions of certificates of insurance, policies of insurance, endorsements to policies of insurance, excess insurance policies and reinsurance policies which are provided to Fund Members from time to time

which comprehensively set forth the insurance coverages provided to the Fund Members, as may be modified or altered from time to time with respect to all Members, any individual Member, or otherwise, within the applicable notice and procedural requirements of law, or in any other rules and regulations adopted by the Board of Trustees.

- 2.5 FUND.** “Fund” shall mean the group self-insurer’s fund or trust fund which is hereby created for the purposes set forth herein, known as the Preferred Governmental Insurance Trust. The terms “Fund”, “Trust” and “Trust Fund” are used interchangeably and synonymously throughout this Agreement.
- 2.6 LOCAL GOVERNMENTAL ENTITY OR ENTITIES.** “Local Governmental Entity or Entities” shall mean any “public agency” as defined by Section 163.01(3)(b), Florida Statutes.
- 2.7 MEMBER.** “Member” shall mean a Local Governmental Entity which has duly executed a Participation Agreement and otherwise has complied with all provisions of this Agreement, and which thereafter is entitled to all the rights and benefits conferred by, and subject to all conditions and obligations imposed by, this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees.
- 2.8 NON-COMPLIANCE.** “Non-Compliance” shall mean the failure to comply with the terms of this Agreement, the Coverage Terms, or any rules and regulations which may be adopted by the Board of Trustees, but only to the extent that such Non-Compliance is deemed material by, and within the sole discretion of, the Board of Trustees.
- 2.9 PARTICIPATION AGREEMENT.** “Participation Agreement” shall mean the application for membership in the Preferred Governmental Insurance Trust pursuant to which an applying member agrees to be bound by the provisions of the Florida Workers’ Compensation Act, this Amended Interlocal Agreement, the rules and regulations adopted by the Board of Trustees of the Fund, and when accepted by the Board of Trustees or their duly authorized representative, becomes a part of the Interlocal Agreement between the applying member and the Fund.
- 2.10 PREMIUM(S).** “Premium(s)” shall mean “Contribution(s)”.

- 2.11 PREMIUM CONTRIBUTION(S).** “Premium Contribution(s)” shall mean Contribution(s).
- 2.12 THIRD-PARTY CLAIMS MANAGER.** “Third-Party Claims Manager” shall mean an individual or organization providing claims management services to the Fund.
- 2.13 TRUST.** “Trust” shall mean the “Fund”.
- 2.14 TRUSTEES.** “Trustees” or “Board of Trustees” shall mean the collegial body charged with the operation and administration of the Fund pursuant to the provisions of this Agreement.
- 2.15 TRUST FUND.** “Trust Fund” shall mean the “Fund”.

**SECTION III**  
**ESTABLISHMENT OF “PREFERRED**  
**GOVERNMENTAL INSURANCE TRUST”**  
**AS A SELF-INSURED FUND**

- 3.1 ESTABLISHMENT.** The Preferred Governmental Insurance Trust is hereby established and created pursuant to the provisions of Article VIII, Section 2, of the Florida Constitution, Sections 125.01, 163.01, 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, for the purposes, and with the powers, duties and obligations, as herein set forth.
- 3.2 LOCATION.** The location of the principal office of the Trust shall be determined from time to time by the Board of Trustees.
- 3.3 PURPOSES.** This Amended Interlocal Agreement is made and executed, and the Fund created hereby is established for the purposes of:
- (a) Pooling Member’s resources to fulfill Members’ legal liabilities and obligations, including, but not limited to, providing for the payment of benefits under the Florida Workers’ Compensation Law;
  - (b) To minimize the cost of providing workers’ compensation coverage by developing and refining specialized claim services, by developing and refining, internally or through third party service providers, a managed care system, together with the development and refining of loss prevention programs for the Members;

- (c) To pay or provide for general liability and casualty coverage to participating Members, including, but not limited to, public officials errors and omissions, employment practices liability and law enforcement liability claims;
- (d) To pay or provide for property coverage to participating Members;
- (e) To pay for or provide to its participating Members coverage in anticipation of any judgment or settlement resulting from a civil rights action arising under federal law;
- (f) To pay for or provide to participating Members coverage in anticipation of any claims bill passed by the Legislature;
- (g) To pay for or provide to participating Members coverage for any other risk authorized under Florida law to be self-insured;
- (h) To pay for or provide to participating Members all or a part of such coverages.

This Agreement is not intended to create a partnership or other legal entity whereby one Member assumes the obligations of another Member, or the obligations of the Fund in general.

**3.4 NON-ASSESSABILITY.** Should a deficit develop in the Trust, after excess reinsurance recoveries, whereby claims or other expenses cannot be paid, each individual Member shall assume liability for the costs of claims brought against that Member as if such Member were individually self-insured. Each individual Member shall thereafter be responsible for its individual costs including, but not limited to, claims administration without an obligation to, or a right of contribution from, other Members.

**3.5 POWERS.** The Trust shall have all the rights, powers, duties and privileges as set forth in Article VIII, Section 2 of the Florida Constitution, and Sections 163.01, et seq., 624.4622, 768.28(15)(a) and 111.072, Florida Statutes, and any other applicable Florida Statutes, which are necessary to accomplish the purposes described in Section 3.3, including but not limited to the following:

- (a) Securing the payment of benefits under Chapter 440, Florida Statutes.
- (b) Collecting premiums from Members for the purpose of paying for or providing casualty, property, and liability coverage, and securing the payment of claims associated therewith.

- (c) Paying for or providing coverage for any other risk authorized under Florida law to be self-insured.
- (d) Paying for or providing all or a part of such coverages.
- (e) To make, enter into, and arrange for insurance, reinsurance, excess insurance, catastrophic insurance, stop-loss insurance, or any other coverage as the Fund shall deem necessary and appropriate, without such purchase being deemed a waiver of sovereign immunity.
- (f) To pay, or approve the payment of, any expenses and fees associated with the operation of the Fund.
- (g) To indemnify and hold harmless any Trustee, officer of the Fund, or any person acting on behalf of the Fund, to the fullest extent such indemnification is permitted by law, against (1) reasonable expenses actually and necessarily incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, administrative or civil investigative, including any action, suit or proceeding by or on behalf of the Fund, seeking to hold said person liable by reason of the fact that he or she was acting in such capacity, and (2) reasonable payments made by him or her in satisfaction of any judgment, monetary decree or settlement for which he or she may have become liable in any such action, suit or proceeding by reason of the fact that he or she was acting in such capacity. This indemnification is not intended to, and does not, waive any immunities provided to Members of the Fund, Trustees serving in their capacity as Trustees to the Fund, or to officers or employees of the Fund, by virtue of the laws of the state of Florida, but is merely in addition to such rights, privileges and immunities. (Ref. 624.489 and 768.28, FS).

## **SECTION IV**

### **ADMINISTRATION OF FUND**

- 4.1 MEETINGS.** The Board of Trustees shall meet at such time and in such location as may be acceptable to a majority of the Board of Trustees. The Chairman of the Board of Trustees or his designee shall set the date, time and location of each meeting, and notice thereof shall be furnished to each

Trustee by the Chairman or his designee not less than ten (10) days prior to the date of such meeting. Such notice shall specify the date, time and location of such meeting and may specify the purpose thereof, and any action proposed to be taken there at. Such notice shall be directed to each Trustee by mail to the address of such Trustee as is recorded in the office or offices of the Fund. In no event shall the Board of Trustees meet less than quarterly.

The Chairman of the Board or any three (3) Trustees may call a special meeting and direct the Administrator to send the prerequisite notice for any special meeting of the Board of Trustees. Special meetings of the Board of Trustees may be held at any time and place without notice, or with less than the prerequisite notice, provided all Trustees execute a waiver of notice and consent to said meeting.

For purposes of a duly called meeting of the Board of Trustees, a quorum shall exist if a majority of the members of the Board of Trustees are present.

The Administrator shall keep minutes of all meetings, proceedings and acts of the Board of Trustees, but such minutes need not be verbatim. Copies of all minutes of the Board of Trustees shall be sent by the Administrator to all Trustees.

**4.2 VOTING.** All actions by, and decisions of, the Board of Trustees shall be by vote of a majority of the Trustees attending a duly called meeting of the Board of Trustees at which a quorum is present; however, in the event of a duly called special meeting, all actions by, and decisions of, the Board of Trustees may be by vote of a majority of the Trustees present and attending such special meeting if a proper waiver of notice and consent was obtained as provided herein.

**4.3 OFFICE OF THE FUND.** The Board of Trustees shall establish, maintain and provide adequate funding for an office or offices for the administration of the Fund. The address of such office or offices shall be made known to the units of local governments eligible to participate in, or participating in, the Fund. The books and records pertaining to the Fund and its administration shall be kept and maintained at the office or offices of the Fund.

**4.4 EXECUTION OF DOCUMENTS.** A certificate, document, or other instrument signed by the Chairman or the Administrator of the Fund shall be evidence of the



action of the Board of Trustees and any such certificate, document, or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all acts and matters stated therein shall conclusively be presumed to be true.

- 4.5 APPOINTMENT OF ADMINISTRATOR.** The trustees shall designate and provide compensation for an Administrator to administer the affairs of the Fund. Any Administrator so designated shall furnish the board of Trustees with a fidelity bond with the Trustees as named obligee. The amount of such bond shall be determined by the Trustees and the evidence thereof shall be available to all units of government eligible to participate, or participating in, the Fund.
- 4.6 COMPENSATION AND REIMBURSEMENT OF TRUSTEES.** The Board of Trustees may from time to time establish a reasonable amount of compensation to cover attendance at a duly called meeting by the Board of Trustees, or to cover the performance of the normal duties of a Trustee. Such compensation shall include reimbursement for reasonable and necessary expenses incurred therewith.

## **SECTION V**

### **NUMBER, QUALIFICATION, TERM OF OFFICE AND POWER AND DUTIES OF TRUSTEES**

- 5.1 NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Each Trustee shall be an elected official of a Member. No two (2) Trustees may be elected officials from the same Member. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee's term of office as an elected official of the Member, whichever shall first occur. A Trustee may serve successive four (4) year terms provided such Trustee continues to remain an elected official of a Member. Each and every Trustee named, and each successor Trustee, shall acknowledge and

consent to their election as a Trustee by giving written notice of acceptance of such appointment to the chairman, or acting chairman of the Board of Trustees.

- 5.2 RESIGNATION AND REMOVAL OF A TRUSTEE.** A Trustee may resign and become and remain fully discharged from all further duties or responsibilities hereunder, by giving at least sixty (60) days prior written notice sent by certified mail, overnight delivery or other appropriate method of delivery to the chairman or acting chairman of the Board of Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on the date designated unless a successor Trustee has been elected at an earlier date as herein provided, in which event resignation shall take effect immediately upon the election of such successor Trustee. Additionally, oral notice of resignation may be given at any duly convened meeting of the Trustees, which said oral notice of resignation shall be incorporated, and made a part of, the minutes of such duly convened meeting. A Trustee may be removed by a majority vote of the Board of Trustees or by a majority vote of the Members. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the chairman or the secretary of the Trustees at the principal office of the Trust any and all records, books, documents or other property in such Trustees possession, or under such Trustees control, which belongs to the Trust.
- 5.3 ELECTION OF SUCCESSOR TRUSTEES.** Successor Trustees shall be elected by a majority vote of the Board of Trustees. Nominations for the election of Trustees may be made by the Board of Trustees or by any Member of the Fund.
- 5.4 TRUSTEE TITLE.** In the event of death, resignation, refusal or inability to act by any one or more of the Trustees, the remaining Trustees shall have all the powers, rights, estates and interests of this Trust and shall be charged with its duties and responsibilities; provided, however, that in such case(s), no action may be taken unless it is concurred in by a majority of the remaining Trustees.
- 5.5 TRUSTEE OFFICERS.** The Trustees shall elect from among themselves a chairman, vice-chairman and secretary of the Board of Trustees. Such

officers shall be elected annually at the end of the fiscal year of the Trust, and may succeed themselves.

**5.6 POWER AND AUTHORITY.** The Board of Trustees shall be charged with the duty of the general supervision and operation of the Fund, and shall conduct the business activities of the Fund in accordance with this Agreement, its by-laws, rules and regulations and applicable federal and state statutes and rules and regulations. In connection therewith, the Board of Trustees may exercise the following authority and powers:

(a) To collect premiums from participating Members in an amount individually agreed to by the Fund and said Members for the purpose of paying for or providing the coverages provided in this Agreement to participating Members.

(b) To pay for or provide such excess insurance or reinsurance coverage as is necessary to accomplish the purpose of the Fund.

(c) To borrow funds, issue bonds and other certificates of indebtedness, and arrange for lines or letters of credit to assist in providing the coverages provided in this Agreement to participating Members.

(d) To pay for or provide appropriate liability and other types of insurance to cover the acts of the Board of Trustees of the Fund.

(e) To contract with appropriate professional service providers to meet the purposes of the Fund, and to expend funds for the reasonable operating and administrative expenses of the Fund, including but not limited to, all reasonable and necessary expenses which may be incurred in connection with the establishment of the Fund, in connection with the employment of such administrative, legal, accounting, and other expert or clerical assistance to the Fund, and in connection with the leasing and purchase of such premise, material, supplies and equipment as the Board, in its discretion, may deem necessary for or appropriate to the performance of its duties, or the duties of the Administrator or the other agents or employees of the Fund.

(f) To pay claims the Fund becomes legally obliged to pay pursuant to the Coverage Agreements entered into by and between the Fund and participating Members.

- (g) To establish and accumulate as part of the Fund adequate reserves to carry out the purposes of the Fund.
- (h) To pay premiums on, and to otherwise secure or provide, insurance products that are ancillary to the coverages authorized by this Agreement.
- (i) To invest and reinvest funds that may come into the possession of the Fund.
- (j) To assume the assets and liabilities of the Fund.
- (k) To take such actions and expend such funds as are reasonably necessary to facilitate the cessation of the business of the Fund.
- (l) To exercise such powers that are authorized to be exercised by trustees under and pursuant to the laws of Florida.
- (m) To take such other action and expend such funds as are reasonably necessary to accomplish the purposes of the Fund.

**5.7 APPROVAL OF MEMBERS.** The Board of Trustees, after the inception of the Fund, shall receive applications for membership from prospective new participants in the Fund and shall approve applications for membership in accordance with the terms of this Agreement, any Participation Agreement, applicable federal and state statutes and rules and regulations, and the rules and regulations established by the Board of Trustees for the admission of new members into the Fund; provided, however, no prospective member may participate in the Fund unless such prospective member is a public agency of the state. As used herein, the phrase “public agency” includes, but is not limited to, the state, its agencies, counties, municipalities, special districts, school districts, and other governmental entities; the independent establishments and constitutional officers of the state, counties, municipalities, school districts, special districts, and other governmental entities; and corporations primarily acting as instrumentalities or agencies of the state, counties, municipalities, special districts, school districts, and other governmental entities. The Board of Trustees shall be the sole judge of whether or not an applicant for membership shall be eligible to participate in the Fund; provided, however, the Board of Trustees may delegate the functions associated with approval of Members to the Administrator.

- 5.8 REPORTING.** The Board of Trustees shall be responsible for and shall cause to be prepared and filed such annual or other periodic audits, reports and disclosures as may be required from time to time pursuant to applicable federal and state statutes and rules and regulations, including, but not limited to, periodic payroll audits, periodic summary loss reports, periodic statements of financial condition, certified audits, appropriate applications filed by prospective new members, reports as to financial standings, payroll records, reports relating to coverage, experience, loss and compensation payments, summary loss data statements, periodic status reports, and any other such reports as may be required from time to time to accomplish the purpose of the Fund or to satisfy the requirements of appropriate governmental entities.
- 5.9 TRUSTEES' LIABILITY.** The Trustees and their agents and employees shall not be liable for any act of omission or commission taken pursuant to this Agreement unless such act constitutes a willful breach of fiduciary duties nor shall any Trustee be liable for any act of omission or commission by any other Trustee or by any employee or agent of the Fund. The Fund hereby agrees to save, hold harmless and indemnify the Trustees and their agents and employees for any loss, damage or expense incurred by said persons or entities while acting in their official capacity on behalf of the Fund, unless such action constitutes a willful breach of fiduciary duties.
- 5.10 RELIANCE ON COUNSEL'S OPINION.** The Board of Trustees may employ and consult with legal counsel concerning any questions which may arise with reference to the duties and powers of the Board of Trustees or with reference to any other matter pertaining to this Agreement or the Fund created thereby; and the opinion of such counsel shall be full and complete authorization and protection from liability arising out of or in respect to any action taken or suffered by the Board of Trustees or an individual Trustee acting hereunder in good faith and in accordance with the opinion of such counsel.
- 5.11 BY-LAWS, RULES AND REGULATIONS.** The Board of Trustees may adopt and enforce such by-laws, rules and regulations as between the Members of the Fund and the Fund governing the operation of the Fund as are consistent with the terms of this Agreement and as are reasonably necessary to accomplish the purposes of the Fund.

**SECTION VI**  
**POWERS AND DUTIES OF THE ADMINISTRATOR**

- 6.1**    **RESPONSIBILITIES.** The Administrator shall have the power and authority to implement the directives of the Board of Trustees and the policy matters set forth by the Board of Trustees as they relate to the on-going operation and supervision of the Fund, the by-laws, rules and regulations established by the Board of Trustees, the provisions of this Agreement, and applicable federal and state statutes, rules and regulations. The powers, duties and responsibilities of the Administrator retained by the Board of Trustees shall be set forth in an Administrative Agreement executed between the Board of Trustees and the Administrator.
- 6.2**    **CONTRIBUTIONS.** The Administrator shall deposit into the account or accounts designated by the Board of Trustees, at the financial institution or institutions designated by the Board of Trustees, all contributions as and when collected from the Members and said monies shall be disbursed only in the manner provided by this Agreement, the Coverage Agreements, the rules, regulations and by-laws of the Board of Trustees, and the Agreement entered into by and between the Board of Trustees and the Administrator.

**SECTION VII**  
**MEMBERS**

- 7.1**    **MEMBERSHIP CANCELLATION, SUSPENSION OR EXPULSION.** The Board of Trustees shall be the sole judge of whether membership in the Fund may be cancelled, or whether a member may be suspended or expelled from the Fund; provided, however, the Board of Trustees may delegate the functions associated with cancellation, suspension or expulsion of a Member to the Administrator. Written notice of any such cancellation, suspension or expulsion shall be provided by the Fund to the member no less than thirty (30) days prior to the effective date of such cancellation, suspension or expulsion, and no liability under this Agreement or any other agreement,

certificate, document, or other instrument executed by the Fund and the member pursuant to this Agreement, shall accrue to the Fund following the effective date of such cancellation, suspensions or expulsion. The minimal notice provisions of this paragraph shall not apply in the event a member fails to make the requisite contributions for coverages under this Agreement when such contributions are due.

**7.2** **RESPONSIBILITIES OF MEMBERS.** By execution of a Participation Agreement agreeing to be bound by the terms and conditions of this Amended Interlocal Agreement, each Member agrees to abide by the following rules and regulations:

(a) The Trustees have the sole responsibility to govern and direct the affairs of the Fund pursuant to this Agreement.

(b) Any Member who formally applies for Membership in this Fund, and who is accepted by the Board of Trustees, shall thereupon become a party to this Amended Interlocal Agreement and shall be bound by all of the terms and conditions contained herein. The Participation Agreement shall constitute a counterpart of this Amended Interlocal Agreement, and this Amended Interlocal Agreement shall constitute a counterpart of the Participation Agreement.

(c) To maintain a reasonable loss prevention program in order to provide the maximum in safety and lawful practices as such may relate to the potential liability assumed by the Fund under this Agreement or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.

(d) To comply with the conditions of the Florida Workers' Compensation Law.

(e) To provide immediate notification in the event an accident or incident occurs which is likely to give rise to a claim within the scope of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Fund and the Member pursuant to this Agreement.

(f) To promptly make all contributions for coverages arising under this Agreement, or any other agreement, certificate, document, or other



instrument executed by the Fund and the Member pursuant to this Agreement, at the time and in the manner directed by the Board of Trustees. Said contributions may be reduced by any discount, participation credit, or other contribution reduction program established by the Board of Trustees.

(g) In the event of the payment of any loss by the Fund on behalf of the Member, the Fund shall be subrogated to the extent of such payment to all the rights of the Member against any party or other entity legally responsible for damages resulting from said loss, and in such event, the Member hereby agrees, on behalf of itself, its officers, employees and agents, to execute and deliver such instruments and papers as is required, and do whatever else is reasonably necessary, to secure such right to the Fund, and to cooperate with and otherwise assist the Fund as may be necessary to effect any recovery sought by the Fund pursuant to such subrogated rights.

(h) The Board of Trustees, its Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times and upon reasonable notice to inspect the property, work places, plants, works, machinery and appliance covered pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and shall be permitted at all reasonable times while the Member participates in the Fund, and up to and including two (2) years following the termination of its membership in the Fund, to examine the Members' books, vouchers, contracts, documents and records of any and every kind which show or tend to show or verify any loss that may be paid or may have been paid by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, or which show or verify the accuracy of any contribution which is paid or payable by the Member pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(i) The Fund is to defend in the name and on behalf of the Member any claims, suits or other legal proceedings which may at any time be instituted

against the Member on account of bodily injury liability, property damage, property damage liability, errors and omissions liability or any other such liability, monetary or otherwise, to the extent such defense and liability has been assumed by the Fund pursuant to his Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, subject to any and all of the definitions, terms, conditions and exclusion contained in said agreements, or any other agreement, certificate, document, or other instruments, although such claims, suits, allegations or demands are wholly groundless, false, fraudulent, and to pay all costs taxed against the Member in any such legal proceedings defended by the Fund or the Member, all interest, if any, legally accruing before and after entry of judgment in such proceedings, and all expense incurred in the investigation, negotiation or defense of such claims, suits, allegations or demands. Such defense shall be subject to the control of the Fund and its Administrator, which may make such investigations and settlement of any such claim, suit, or other legal proceeding, monetary or otherwise, as they deem expedient. The Member agrees to cooperate fully with the Fund, its administrator and their agents, with respect to the investigation, adjustment, litigation, settlement and defense of any claim, suit, or other legal proceeding, monetary or otherwise, which would be covered by the terms of this Agreement and/or any policies of insurance, excess insurance or re-insurance which have been purchased to provide protection against such claims and liabilities. The Member acknowledges that failure to cooperate fully in the investigation, defense or litigation of such claims, suits, or liabilities may constitute grounds for denial of coverage pursuant to this Agreement and/or the applicable policies of insurance.

(j) The liability of the Fund is specifically limited to the discharge of the liability of its Members assumed pursuant to this Agreement or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement; the coverage of the Fund does not apply to punitive or exemplary damages.

(k) Unless the Fund and the Member otherwise expressly agree in writing, coverage by the Fund for a Member under the terms of this Agreement, or

any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire automatically on the last day of September of each calendar year, and no liability under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall accrue to the Fund beyond such expiration date unless such Member renews its coverage.

(l) Except as otherwise provided herein, a Member's coverage may be cancelled by the Fund or the Member at any time upon no less than thirty (30) days prior written notice by the Board of Trustees or Administrator to the Member, or by the Member to the Board of Trustees. The notice shall state the date such cancellation shall become effective.

(m) Excess monies remaining after the payment of claims and claims expenses, and after provision has been made for the payment of open claims and outstanding reserves, may be distributed by the Board of Trustees to the Members participating in the Fund in such manner as the Board of Trustees shall deem to be equitable.

(n) There will be no disbursements out of the reserve fund established by the Fund by way of dividends or distributions of accumulated reserves to Members until after provision has been made for all obligations against the Fund and except at the discretion of the Board of Trustees.

(o) Qualified service providers, including attorneys selected by the Fund, shall defend, investigate, settle and otherwise process and dispose of all claims, suits, allegations or demands that may result in liability assumed by the Fund on behalf of the Member pursuant to this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(p) The Member, through the Board of Trustees, does hereby appoint the Administrator as its agent and attorney-in-fact, to act on its behalf and to execute all necessary contracts, reports, waivers, agreements, excess insurance contracts, service contracts, and other documents reasonably necessary to accomplish the purposes and to fulfill the responsibilities of the Fund; to make or arrange for the payment of claims, claims expenses, and all

other matters required or necessary insofar as they affect the matters covered pursuant to the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, and the rules and regulations now or hereafter promulgated by the Board of Trustees.

(q) To make prompt payment of all contributions and penalties as required by the Board of Trustees, said contributions or penalties to be determined by the Board of Trustees. Any disputes concerning contributions or penalties shall be resolved after the payment of said contributions or penalties.

(r) To pay reasonable penalties as determined by the Board of Trustees for late payment of contributions required under this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(s) Coverage by the Fund under the terms of this Agreement, or any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement, shall expire and be cancelled, upon no less than ten (10) days prior written notice from the Fund to the Member, for nonpayment of contributions.

(t) To abide by all the terms and conditions of this Agreement, the Participation Agreement, the Fund's by-laws, the rules and regulations, the terms of any coverage document issued by the Fund to the Member, and any other agreement, certificate, document, or other instrument executed by the Member and the Fund pursuant to this Agreement.

(u) Each Member voluntarily transfers to the Trust any rights and privileges such Member enjoys under the laws of the State of Florida, including Sections 163.01, and 768.28, Florida Statutes, and specifically those statutory provisions pertaining to such Member's sovereign immunity and the applicable limitations of the Member's liability to \$100,000.00 per individual claim, and to \$200,000.00 for multiple claims, arising out of the same transaction. The purchase of insurance or indemnity hereunder shall not be deemed or be construed as a waiver of sovereign immunity by the Members.

## **SECTION VIII**

## **ACCOUNTING**

True and complete accounts shall be kept of all transactions and of all assets and liabilities of the Trust. The accounts of the Trust shall be audited annually by a firm of independent certified public accountants, which shall be selected by the Board of Trustees.

## **SECTION IX** **DURATION**

This Agreement shall continue in full force and effect until it is terminated by the mutual consent of all the Members; provided, however, that this Section IX shall not be construed to preclude the termination and winding up of the Trust within the discretion of the Board of Trustees, or the amendment of this Agreement pursuant to Section X.

## **SECTION X** **AMENDMENT**

This Agreement may be amended upon the written consent of the Members of the Fund. Execution of a Participation Agreement or renewal of coverages provided by the Fund shall constitute such written consent.

## **SECTION XI** **STATUTES, RULES AND REGULATIONS**

The Trust shall at all times act in accordance with the provisions of statutes, rules and regulations of the State of Florida.

## **SECTION XII** **MISCELLANEOUS PROVISIONS**

**12.1 PROHIBITION AGAINST ASSIGNMENT.** No Member may assign any right, claim, or interest it may have under this Agreement, or any coverage term, and no creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, funds, or assets of the Trust except as specifically may be agreed to by the Trust.

- 12.2 APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes, rules and regulations of the State of Florida, and all questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the State of Florida.
- 12.3 ENFORCEMENT.** The Trust and its Members shall have the power to enforce this Agreement by action brought in any court of appropriate jurisdiction within the State of Florida.
- 12.4 SEVERABILITY.** If any term or provision of this Agreement, or the application of such term or provision to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected, and each term or provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- 12.5 CONSTRUCTION.** Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neutral gender in all situations where they would so apply. Whenever any words are used in this Agreement in the singular, they shall be construed as though they were also used in the plural form in all situations where they would so apply. Whenever any words are used in this Agreement in the plural form, they shall be construed as they thought were used in the singular form in all situations where they would so apply.
- 12.6 FISCAL YEAR.** The Fund shall operate on a fiscal year from 12:01 a.m., October 1, to midnight the last day of September of the succeeding year. Application for membership, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless cancelled by the Board of Trustees or the participating Member in the manner herein provided.

By execution of the attached Participation Agreement or renewal of coverages provided by the Fund, and upon acceptance by the Board of Trustees, or their designated agent, the Member agrees to be fully bound by the terms and conditions of the Amended Interlocal Agreement, effective October 1, 2004, and thereafter.

**AMENDMENT “A” TO THE  
AMENDED INTERLOCAL AGREEMENT  
CREATING  
THE PREFERRED GOVERNMENTAL INSURANCE TRUST**

**WHEREAS**, Section X of the Amended Interlocal Agreement Creating The Preferred Governmental Insurance Trust (alternatively “Preferred”, “Fund” or “Trust”) provides that the Interlocal Agreement may be amended by the members of Preferred, and that execution of either a Participation Agreement or an Agreement for Renewal of Coverage shall constitute written consent to such amendment; and

**WHEREAS** , in order to protect the integrity of Preferred, its continued success and provide security as to its operation and administration, it is essential that the provisions of the Interlocal Agreement, relating to who may serve as a Trustee of Preferred, be fully compliant with applicable Florida Statutes;

**NOW, THEREFORE** , by execution of a Participation Agreement or Agreement for Renewal of Coverage, the Members of Preferred do hereby amend subsection 5.1 of the Amended Interlocal Agreement to read as follows:

**5.1 NUMBER AND QUALIFICATION OF TRUSTEES.** The operation and administration of the Trust shall be the joint responsibility of a Board of Trustees consisting of seven (7) Trustees. No Trustee may be elected who is, or continue to serve as a Trustee after becoming, an owner, officer, or employee of a service provider to the Fund. Upon initial election to the Board of Trustees, a Trustee shall be a local elected official of a member of the Trust. No two (2) Trustees may be local elected officials from the same governmental entity. Each Trustee shall serve for a period of four (4) years, or the balance of such Trustee’s term of office as a local elected official. Following a Trustees’ initial term of office, such Trustee may continue to serve as a Trustee of Preferred provided: (1) such Trustee holds an office as an elected local official (as required by s. 624.4622(1) (d) Florida Statutes); and (2) a majority of the Board of Trustees, in their sole discretion, determine that it is in the best interest of the Trust that such Trustee continue to serve as a Trustee of Preferred, and so elects such Trustee to continue to serve a successive term, or terms. Each and every Trustee named, and each successor Trustee, shall acknowledge and consent to their election as a Trustee by giving written notice of acceptance of such election to the Chairman, or acting Chairman, of the Board of Trustees.

Effective Date: October 1, 2013

*B.*



***Rivers Edge II***  
Community Development District

**Approved Budget**  
**FY 2024**



# **Rivers Edge II**

## **Community Development District**

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**Rivers Edge II**  
**Community Development District**  
General Fund  
Operating Budget

| Description | Adopted<br>Budget<br>FY2023 | Actuals<br>as of<br>6/30/23 | Projected<br>Next 3<br>Months | Total<br>Projected<br>9/30/23 | Approved<br>Budget<br>FY2024 |
|-------------|-----------------------------|-----------------------------|-------------------------------|-------------------------------|------------------------------|
|-------------|-----------------------------|-----------------------------|-------------------------------|-------------------------------|------------------------------|

**Revenues**

|  |              |              |            |              |              |
|--|--------------|--------------|------------|--------------|--------------|
| Assessments - Tax Collector                  | \$ 518,325   | \$ 522,421   | \$ -       | \$ 522,421   | \$ 518,311   |
| Administrative Assessments on Unplatted Land | \$ 90,696    | \$ 90,696    | \$ -       | \$ 90,696    | \$ 90,696    |
| Developer Contributions                      | \$ 1,294,243 | \$ 1,459,272 | \$ -       | \$ 1,459,272 | \$ 1,504,723 |
| Café Gross Sales                             | \$ 494,668   | \$ 468,294   | \$ 150,000 | \$ 618,294   | \$ 507,702   |
| Special Events                               | \$ 7,000     | \$ 300       | \$ 150     | \$ 450       | \$ -         |
| Miscellaneous Income                         | \$ 10,000    | \$ 13,021    | \$ 3,000   | \$ 16,021    | \$ 13,141    |
| Cost Share Amenity- Rivers Edge III          | \$ 138,839   | \$ 104,129   | \$ 34,710  | \$ 138,839   | \$ 46,753    |
| Cary Forward                                 | \$ 65,000    | \$ -         | \$ -       | \$ -         | \$ -         |

|                       |                     |                     |                   |                     |                     |
|-----------------------|---------------------|---------------------|-------------------|---------------------|---------------------|
| <b>Total Revenues</b> | <b>\$ 2,618,771</b> | <b>\$ 2,658,133</b> | <b>\$ 187,860</b> | <b>\$ 2,845,993</b> | <b>\$ 2,681,326</b> |
|-----------------------|---------------------|---------------------|-------------------|---------------------|---------------------|

**Expenditures**

**Administrative**

|                                |           |           |           |           |           |
|--------------------------------|-----------|-----------|-----------|-----------|-----------|
| District Engineering           | \$ 15,000 | \$ 3,058  | \$ 10,942 | \$ 14,000 | \$ 15,000 |
| District Counsel               | \$ 30,000 | \$ 20,252 | \$ 8,750  | \$ 29,002 | \$ 30,000 |
| District Management            | \$ 35,000 | \$ 26,250 | \$ 8,751  | \$ 35,001 | \$ 37,100 |
| Construction Accounting        | \$ 3,500  | \$ -      | \$ 3,500  | \$ 3,500  | \$ 3,710  |
| Assessment Administration      | \$ 5,000  | \$ 5,000  | \$ -      | \$ 5,000  | \$ 5,300  |
| Dissemination Agent            | \$ 5,000  | \$ 3,750  | \$ 1,250  | \$ 5,000  | \$ 5,300  |
| Information Technology         | \$ 1,800  | \$ 1,350  | \$ 450    | \$ 1,800  | \$ 1,908  |
| Website Administration         | \$ 1,200  | \$ 900    | \$ 300    | \$ 1,200  | \$ 1,272  |
| Annual Audit                   | \$ 5,000  | \$ 4,120  | \$ -      | \$ 4,120  | \$ 5,000  |
| Trustee Fees                   | \$ 8,000  | \$ 8,081  | \$ -      | \$ 8,081  | \$ 10,000 |
| Arbitrage                      | \$ 1,200  | \$ -      | \$ 1,200  | \$ 1,200  | \$ 1,200  |
| Telephone                      | \$ 200    | \$ 76     | \$ 124    | \$ 200    | \$ 200    |
| Postage                        | \$ 800    | \$ 154    | \$ 646    | \$ 800    | \$ 800    |
| Printing & Binding             | \$ 1,200  | \$ 472    | \$ 728    | \$ 1,200  | \$ 1,200  |
| Insurance                      | \$ 6,684  | \$ 5,988  | \$ -      | \$ 5,988  | \$ 7,961  |
| Legal Advertising              | \$ 2,500  | \$ 514    | \$ 1,986  | \$ 2,500  | \$ 2,500  |
| Other Current Charges          | \$ 1,500  | \$ -      | \$ 1,500  | \$ 1,500  | \$ 1,500  |
| Office Supplies                | \$ 550    | \$ 9      | \$ 541    | \$ 550    | \$ 550    |
| Dues, Licenses & Subscriptions | \$ 175    | \$ 175    | \$ -      | \$ 175    | \$ 175    |

|                             |                   |                  |                  |                   |                   |
|-----------------------------|-------------------|------------------|------------------|-------------------|-------------------|
| <b>Total Administrative</b> | <b>\$ 124,309</b> | <b>\$ 80,150</b> | <b>\$ 40,668</b> | <b>\$ 120,818</b> | <b>\$ 130,676</b> |
|-----------------------------|-------------------|------------------|------------------|-------------------|-------------------|

**Grounds Maintenance**

|                                     |            |            |            |            |            |
|-------------------------------------|------------|------------|------------|------------|------------|
| Cost Share Landscaping- Rivers Edge | \$ 713,588 | \$ 535,191 | \$ 178,397 | \$ 713,588 | \$ 688,424 |
| Field Operations Management (Vesta) | \$ 44,324  | \$ 33,908  | \$ 10,415  | \$ 44,324  | \$ 44,238  |
| Landscape Maintenance               | \$ 396,805 | \$ 279,357 | \$ 117,448 | \$ 396,805 | \$ 416,388 |
| Lake Maintenance                    | \$ 27,500  | \$ 15,003  | \$ 5,667   | \$ 20,670  | \$ 27,500  |
| Landscape Contingency               | \$ 500     | \$ 103,506 | \$ 21,494  | \$ 125,000 | \$ 25,000  |
| Irrigation Repairs and Replacement  | \$ -       | \$ 23,100  | \$ 5,000   | \$ 28,100  | \$ 15,000  |
| Irrigation Water Use                | \$ -       | \$ 21,641  | \$ 8,359   | \$ 30,000  | \$ 30,000  |
| Streetlighting                      | \$ 30,000  | \$ 25,744  | \$ 14,256  | \$ 40,000  | \$ 40,000  |

|                                  |                     |                     |                   |                     |                     |
|----------------------------------|---------------------|---------------------|-------------------|---------------------|---------------------|
| <b>Total Grounds Maintenance</b> | <b>\$ 1,212,717</b> | <b>\$ 1,037,450</b> | <b>\$ 361,037</b> | <b>\$ 1,398,487</b> | <b>\$ 1,286,550</b> |
|----------------------------------|---------------------|---------------------|-------------------|---------------------|---------------------|

**Amenity Center- River Club**

|                              |            |           |           |            |            |
|------------------------------|------------|-----------|-----------|------------|------------|
| General Manager (Vesta)      | \$ 93,614  | \$ 73,311 | \$ 24,300 | \$ 97,611  | \$ 48,172  |
| Amenity Manager (Vesta)      | \$ 18,540  | \$ 14,182 | \$ 4,358  | \$ 18,540  | \$ 15,582  |
| Maintenance Service (Vesta)  | \$ 75,040  | \$ 57,406 | \$ 19,134 | \$ 76,540  | \$ 63,070  |
| Lifestyle Director (Vesta)   | \$ -       | \$ -      | \$ -      | \$ -       | \$ 30,509  |
| Facilities Attendant (Vesta) | \$ 106,902 | \$ 80,177 | \$ 28,100 | \$ 108,277 | \$ 110,109 |
| Security Monitoring          | \$ 5,000   | \$ -      | \$ 2,500  | \$ 2,500   | \$ 5,000   |
| Telephone                    | \$ 11,000  | \$ 8,955  | \$ 3,300  | \$ 12,255  | \$ 12,500  |
| Insurance                    | \$ 66,559  | \$ 74,399 | \$ -      | \$ 74,399  | \$ 113,291 |
| Pool Maintenance (Vesta)     | \$ 10,012  | \$ 7,577  | \$ 2,364  | \$ 9,941   | \$ 10,312  |
| Pool Chemicals (Poolsure)    | \$ 9,200   | \$ 8,747  | \$ 1,253  | \$ 10,000  | \$ 10,000  |

**Rivers Edge II**  
**Community Development District**  
General Fund  
Operating Budget

| Description                               | Adopted<br>Budget<br>FY2023 | Actuals<br>as of<br>6/30/23 | Projected<br>Next 3<br>Months | Total<br>Projected<br>9/30/23 | Approved<br>Budget<br>FY2024 |
|---|-----------------------------|-----------------------------|-------------------------------|-------------------------------|------------------------------|
| Janitorial Services (Vesta)               | \$ 8,155                    | \$ 23,252                   | \$ 7,752                      | \$ 31,004                     | \$ 31,933                    |
| Access Cards                              | \$ 3,500                    | \$ 973                      | \$ 1,725                      | \$ 2,698                      | \$ 3,500                     |
| Window Cleaning                           | \$ 3,500                    | \$ -                        | \$ 1,750                      | \$ 1,750                      | \$ 3,500                     |
| Natural Gas                               | \$ 5,600                    | \$ 3,663                    | \$ 2,337                      | \$ 6,000                      | \$ 6,000                     |
| Electric                                  | \$ 30,000                   | \$ 16,404                   | \$ 8,096                      | \$ 24,500                     | \$ 25,000                    |
| Water & Sewer                             | \$ 119,000                  | \$ 16,571                   | \$ 12,929                     | \$ 29,500                     | \$ 30,000                    |
| Repair and Replacements                   | \$ 75,000                   | \$ 46,427                   | \$ 28,573                     | \$ 75,000                     | \$ 75,000                    |
| Refuse                                    | \$ 15,000                   | \$ 11,918                   | \$ 5,100                      | \$ 17,018                     | \$ 20,000                    |
| Pest Control                              | \$ 1,920                    | \$ 1,494                    | \$ 315                        | \$ 1,809                      | \$ 1,920                     |
| License/Permits                           | \$ 1,000                    | \$ 350                      | \$ 600                        | \$ 950                        | \$ 1,000                     |
| Other Current                             | \$ 500                      | \$ -                        | \$ 500                        | \$ 500                        | \$ 500                       |
| Special Events                            | \$ 30,000                   | \$ 35,150                   | \$ 1,500                      | \$ 36,650                     | \$ 30,000                    |
| Holiday Decorations                       | \$ 23,000                   | \$ 20,485                   | \$ -                          | \$ 20,485                     | \$ 23,000                    |
| Office Supplies/Postage                   | \$ 1,500                    | \$ 281                      | \$ 819                        | \$ 1,100                      | \$ 1,500                     |
| Contingency                               | \$ -                        | \$ -                        | \$ -                          | \$ -                          | \$ 10,000                    |
| <b>Total Amenity Center- River Club</b>   | <b>\$ 713,543</b>           | <b>\$ 501,722</b>           | <b>\$ 157,304</b>             | <b>\$ 659,026</b>             | <b>\$ 681,398</b>            |
| <u>Café Operations</u>                    |                             |                             |                               |                               |                              |
| Café-Cost of Goods Sold                   | \$ 234,568                  | \$ 177,400                  | \$ 60,000                     | \$ 237,400                    | \$ 234,568                   |
| Café-Labor                                | \$ 236,447                  | \$ 262,154                  | \$ 69,315                     | \$ 331,469                    | \$ 236,447                   |
| Café-Bank Fees                            | \$ 22,187                   | \$ 18,120                   | \$ 4,067                      | \$ 22,187                     | \$ 22,187                    |
| Other Expenses related to Café Operations | \$ -                        | \$ 1,071                    | \$ 535                        | \$ 1,606                      | \$ 2,500                     |
| Café Management                           | \$ -                        | \$ -                        | \$ -                          | \$ -                          | \$ 12,000                    |
| <b>Total Café Operations</b>              | <b>\$ 493,202</b>           | <b>\$ 458,746</b>           | <b>\$ 133,917</b>             | <b>\$ 592,662</b>             | <b>\$ 507,702</b>            |
| General Reserves                          | \$ 75,000                   | \$ 75,000                   | \$ -                          | \$ 75,000                     | \$ 75,000                    |
| <b>Total Expenditures</b>                 | <b>\$ 2,618,771</b>         | <b>\$ 2,153,068</b>         | <b>\$ 692,925</b>             | <b>\$ 2,845,993</b>           | <b>\$ 2,681,326</b>          |
| <b>Excess Revenues (Expenditures)</b>     | <b>\$ -</b>                 | <b>\$ 505,066</b>           | <b>\$ (505,066)</b>           | <b>\$ -</b>                   | <b>\$ -</b>                  |

**Rivers Edge II  
Community Development District  
General Fund**

**REVENUES:**

**Assessments**

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund a portion of the General Operating Expenditures for the fiscal year. These are collected on the St. Johns County Tax Roll for platted lands. Unplatted lands are direct billed to the landowner.

**Administrative Assessments**

The District will levy a non ad-valorem special assessments on unplatted lands within the District and are allocated upon the percentage of such undeveloped units planned relative to the budgeted General Administrative costs of the District.

**Developer Contributions**

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

**Café Gross Sales**

Gross sales revenue from Café operations.

**Miscellaneous Income**

Income received from access cards, rental fees, miscellaneous deposits, insurance claims, and the recreational program revenue.

**Cost Share Amenity Rivers Edge III**

Mattamy Rivertown LLC and Rivers Edge CDD III agreement to cost share a portion of the maintenance costs for amenities. Cost share is based on future development and estimated costs.

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**EXPENDITURES:**

**Administrative:**

**District Engineer**

The District's engineering firm, Prosser, Inc, will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

**District Counsel**

The District's legal counsel Kilinski Van Wyk, PLLC will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

**Rivers Edge II  
Community Development District  
General Fund**

**District Management**

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.

**Construction Accounting**

The District receives annual construction account services as part of a Management Agreement with Governmental Management Services, LLC.

**Assessment Administrator**

The District has contracted with Governmental Management Services, LLC for the certification and collection of the District's annual maintenance and debt service assessments. Assessments on platted lots are collected by agreement with St Johns County while unplatted assessments maybe collected directly by District and/or by County Tax Collector.

**Dissemination Agent**

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.

**Information Technology**

Represents costs related to the District's information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

**Website Maintenance**

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

**Annual Audit**

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

**Trustee Fees**

The District will issue bonds to be held with a Trustee at a qualified Bank. The amount of trustee fees is based on the agreement between the bank and the District.

**Arbitrage**

The District is required to annually have an arbitrage rebate calculation on the District's Bonds. The District will contract with an independent auditing firm to perform the calculations.

**Rivers Edge II  
Community Development District  
General Fund**

**Telephone**

Telephone and fax machine.

**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.

**Insurance**

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon prior year's premiums.

**Legal Advertising**

The District is required to advertise various notices for Board meetings, public hearings etc. in a newspaper of general circulation.

**Other Current Charges**

This includes bank charges and any other miscellaneous expenses that are incurred during the year by the District.

**Office Supplies**

Miscellaneous office supplies.

**Dues, Licenses & Subscriptions**

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only expense under this category for the District.

**Grounds Maintenance:**

**Cost Share Landscaping - Rivers Edge**

Shared costs with Rivers Edge CDD for landscaping. Cost share is based on future development and estimated costs.

**Rivers Edge II  
Community Development District  
General Fund**

**Field Operations Management (Vesta)**

The District has contracted with Vesta Property Services, Inc to provide field operations management to oversee all day-to-day operation of all the Districts assets, common grounds, and service providers.

| <b>Vendor</b> | <b>Description</b>          | <b>Monthly</b> | <b>Annual</b>    |
|---------------|-----------------------------|----------------|------------------|
| Vesta         | Field Operations Management | \$ 3,687       | \$ 44,238        |
| <b>Total</b>  |                             |                | <b>\$ 44,238</b> |

**Landscape Maintenance**

The District contracted with Yellowstone to maintain the common areas of the District and Amenity Center.

| <b>Vendor</b> | <b>Description</b>        | <b>Monthly</b> | <b>Annual</b>     |
|---------------|---------------------------|----------------|-------------------|
| Yellowstone   | CDD Landscape Maintenance | \$ 34,699      | \$ 416,388        |
| <b>Total</b>  |                           |                | <b>\$ 416,388</b> |

**Lake Maintenance**

The District receives lake maintenance services from Charles Aquatics, Inc.

| <b>Vendor</b>    | <b>Description</b> | <b>Monthly</b> | <b>Annual</b>    |
|------------------|--------------------|----------------|------------------|
| Charles Aquatics | Lake Maintenance   | \$ 2,153       | \$ 25,830        |
| Charles Aquatics | Additional Cleanup |                | \$ 1,670         |
| <b>Total</b>     |                    |                | <b>\$ 27,500</b> |

**Landscape Contingency**

A provision for additional landscape features or for repair of existing landscaping.

**Irrigation Repair & Replacement**

The cost of miscellaneous irrigation repairs and maintenance incurred.



**Rivers Edge II**  
**Community Development District**  
General Fund

**Irrigation Water Use**

Water and re-use water needed for irrigation and maintenance of the common grounds provided by JEA.

| <b>Location</b>                  | <b>Meter Number</b> | <b>Monthly</b> | <b>Annual</b>   |
|----------------------------------|---------------------|----------------|-----------------|
| 114 Mistflower Dr                | <b>86624406</b>     | \$107          | \$1,282         |
| 41 Keystone Corners BV           | <b>86131615</b>     | \$603          | \$7,234         |
| 233 Shinnecock Drive             | <b>86793634</b>     | \$335          | \$4,017         |
| 98 Shinnecock Drive              | <b>87743236</b>     | \$137          | \$1,648         |
| 29 Mistflower Drive              | <b>83742269</b>     | \$32           | \$389           |
| 907 Keystone Corners BV Apt IR01 | <b>80913980</b>     | \$232          | \$2,789         |
| 627 Keystone Corners BV APT IR01 | <b>86131621</b>     | \$439          | \$5,262         |
| Contingency                      |                     | \$615          | \$7,378         |
| <b>Total</b>                     |                     | <b>\$2,500</b> | <b>\$30,000</b> |

**Streetlighting**

Estimated costs for electric billed to the District by FPL.

| <b>Location</b>                 | <b>Meter Number</b> | <b>Monthly</b>  | <b>Annual</b>    |
|---------------------------------|---------------------|-----------------|------------------|
| 156 Riverglade Run              | <b>9420049059</b>   | \$ 40           | \$ 484           |
| 154 Riverglade Run              | <b>6707560121</b>   | \$ 34           | \$ 413           |
| 53 Mistflower Dr #FNTN          | <b>4743506067</b>   | \$ 1,810        | \$ 21,716        |
| 233 SHINNECOCK DR #IRR          | <b>0162048490</b>   | \$ 31           | \$ 374           |
| 106 Keystone Corners Blvd #LTG  | <b>7652214334</b>   | \$ 95           | \$ 1,142         |
| 27 Keystone Corners Blvd #ENTRY | <b>9019709360</b>   | \$ 1,358        | \$ 16,298        |
| Contingency                     |                     |                 | \$ 470           |
| <b>Total</b>                    |                     | <b>\$ 3,294</b> | <b>\$ 40,000</b> |

**Rivers Edge II  
Community Development District  
General Fund**

**Amenity Center - River Club:**

**Cost Share Rivers Edge**

Shared costs with Rivers Edge CDD for amenities. Cost share is based on future development and estimated costs.

**General Manager (Vesta)**

The District has contracted with Vesta Property Services, Inc to provide general amenity management, facility administration, and special event coordinator services at the Amenity Center.

| Vendor       | Description     | Monthly  | Annual           |
|--------------|-----------------|----------|------------------|
| Vesta        | General Manager | \$ 4,014 | \$ 48,172        |
| <b>Total</b> |                 |          | <b>\$ 48,172</b> |

**Amenity Manager (Vesta)**

The District contracted with Vesta Property Services to provide management services for the Amenity Center.

**Maintenance Services (Vesta)**

The District has contracted with Vesta Property Services, Inc to provide maintenance and repairs necessary for upkeep of the Amenity Center and common grounds area.

| Vendor       | Description         | Monthly  | Annual           |
|--------------|---------------------|----------|------------------|
| Vesta        | Maintenance Service | \$ 5,256 | \$ 63,070        |
| <b>Total</b> |                     |          | <b>\$ 63,070</b> |

**Lifestyle Director (Vesta)**

The District has contracted with Vesta Property Services, Inc to provide planning, implementation, and supervision of the day-to-day social, recreational group activities and entertainment for the residents living at the community.

**Facility Attendant (Vesta)**

The District has contracted with Vesta to provide community facility staff for the amenity center to greet patrons, providing facility tours, issuance of access cards and policy enforcement.

**Rivers Edge II  
Community Development District  
General Fund**

**Security Monitoring**

Maintenance costs of the security alarms/cameras.

**Telephone**

The estimated cost for telephone, internet, and cable services for the Amenity Center.

| <b>Vendor</b> | <b>Description</b> | <b>Monthly</b> | <b>Annual</b>    |
|---------------|--------------------|----------------|------------------|
| Comcast       | Internet & Cable   | \$ 576         | \$ 6,916         |
| Comcast       | Telephone          | \$ 465         | \$ 5,584         |
| <b>Total</b>  |                    |                | <b>\$ 12,500</b> |

**Insurance**

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon estimated premium for property insurance related to the Amenity and other District facilities.

**Pool Maintenance (Vesta)**

The District has contracted with Vesta Property Services, Inc to provide maintenance of the Amenity Center swimming pools.

| <b>Vendor</b> | <b>Description</b> | <b>Monthly</b> | <b>Annual</b>    |
|---------------|--------------------|----------------|------------------|
| Vesta         | Pool Maintenance   | \$ 859         | \$ 10,312        |
| <b>Total</b>  |                    |                | <b>\$ 10,312</b> |

**Pool Chemicals**

The District has contracted with Poolsure to provide chemicals for the Amenity Center swimming pools.

| <b>Vendor</b> | <b>Description</b> | <b>Monthly</b> | <b>Annual</b>    |
|---------------|--------------------|----------------|------------------|
| Poolsure      | Pool Chemicals     | \$ 833         | \$ 10,000        |
| <b>Total</b>  |                    |                | <b>\$ 10,000</b> |

**Rivers Edge II  
Community Development District  
General Fund**

**Janitorial Services (Vesta)**

The District has contracted with Vesta Property Services, Inc to provide janitorial cleaning for the Amenity Center.

| <b>Vendor</b> | <b>Description</b>  | <b>Monthly</b> | <b>Annual</b>    |
|---------------|---------------------|----------------|------------------|
| Vesta         | Janatorial Services | \$ 2,661       | \$ 31,933        |
| <b>Total</b>  |                     |                | <b>\$ 31,933</b> |

**Access Cards**

Represents the estimated cost for access cards to the District's Amenity Center.

**Window Cleaning**

The District will have windows cleared inside and outside three times a year.

**Natural Gas**

The District is under contract with TECO Peoples Gas to provide gas fire place and gas grills.

**Electric**

Estimated costs for electric billed to the District by FPL.

| <b>Location</b>    | <b>Meter Number</b> | <b>Monthly</b> | <b>Annual</b>   |
|--------------------|---------------------|----------------|-----------------|
| 160 Riverglade Run | <b>5975385542</b>   | \$1,950        | \$23,400        |
| Contingency        |                     | \$133          | \$1,600         |
| <b>Total</b>       |                     | <b>\$2,083</b> | <b>\$25,000</b> |

**Rivers Edge II  
Community Development District  
General Fund**

**Water & Sewer**

Estimated costs for water and sewer for the amenity center billed to the District by JEA.

| <b>Location</b>                    | <b>Meter Number</b> | <b>Monthly</b> | <b>Annual</b>   |
|------------------------------------|---------------------|----------------|-----------------|
| 160 Riverglade Run - Swimming Pool | <b>84087156</b>     | \$140          | \$1,683         |
| 160 Riverglade Run -Sewer          | <b>84087139</b>     | \$632          | \$7,583         |
| 160 Riverglade Run -Water          | <b>84087139</b>     | \$244          | \$2,929         |
| 298 Riverglade Run                 | <b>83547180</b>     | \$1,181        | \$14,167        |
| Contingency                        |                     | \$303          | \$3,638         |
| <b>Total</b>                       |                     | <b>\$2,500</b> | <b>\$30,000</b> |

**Repairs and Replacements**

Represents regular cleaning, supplies, and repairs and replacements for District's Amenity Center.

**Refuse**

Garbage disposal services for the Amenity Centers provided by Republic Services.

**Pest Control**

The District is contracted with Turner's Pest Control to provide pest control services.

| <b>Vendor</b>        | <b>Description</b> | <b>Monthly</b> | <b>Annual</b> |
|----------------------|--------------------|----------------|---------------|
| Turners Pest Control | Pest Control       | \$ 95          | \$ 1,140      |
| Nadars Pest Raiders  | Termite Coverage   | \$ 65          | \$ 780        |
| <b>Total</b>         |                    | <b>\$</b>      | <b>1,920</b>  |

**License/Permits**

Represents license fees for the amenity center and permit fees paid to the Florida Department of Health in St. Johns County for the swimming pools.

**Other Current**

Represents the miscellaneous cost incurred by the District's Amenity Center.

**Special Events**

Represents estimated costs for the District to host special events for the community through the Fiscal Year.

**Rivers Edge II  
Community Development District  
General Fund**

**Holiday Decorations**

Represents estimated costs for the District to decorate the Amenity center for the holidays.

**Office Supplies/Postage**

Costs of supplies and postage incurred for the operation of the Amenity Center.

**Contingency**

Estimated costs for future unexpected costs incurred by the district.

**Café Operations:**

**Cost of Goods Sold ("COGS")**

Food and beverage costs along with supply incidentals.

**Labor**

Staffing costs for Vesta personnel Café operations.

**Bank fees**

Bank and credit card processing charges related to the Cafe sales.

**Other Expenses related to Café Operations**

Represents the miscellaneous cost incurred by the Café.

**Café Management**

Represents management services for the Café.

**General Reserves**

Establishment of general reserves to fund future replacements of capital items.

**Rivers Edge II Community Development District**

**FY 2024 Operations and Maintenance Methodology**

**Equivalent Residential Unit Allocation**

**Assessments per Unit - Net and Gross**

| <u>Land Use / Product Type</u>          | <u>ERU<br/>per Unit</u> | <u>Current<br/>Platted<br/>Units</u> | <u>Unplatted<br/>Units</u> | <u>Total<br/>Units</u> | <u>Total<br/>ERU's</u> | <u>Total Unplatted<br/>ERU's</u> | <u>FY 2024<br/>Budget<br/>Allocation</u> | <u>FY 2024<br/>Per Unit<br/>Net<br/>Assessment</u> | <u>FY 2024<br/>Per Unit<br/>Gross<br/>Assessment</u> | <u>FY 2023<br/>Per Unit<br/>Gross<br/>Assessment</u> | <u>Increase/(Decrease<br/>Per Unit<br/>Gross<br/>Assessment</u> |
|---|-------------------------|--------------------------------------|----------------------------|------------------------|------------------------|----------------------------------|--|--|--|--|---|
| Townhomes                               | 0.62                    | 0                                    | 334                        | 334                    | 207.08                 | 207.08                           | \$0.00                                   | \$820.90   | \$872.37   | \$872.37   | \$0.00  |
| Single Family - 30'-39' Lot             | 0.63                    | 68                                   | 0                          | 68                     | 43                     | 0.00                             | \$61,255.18                              | \$900.81   | \$958.31   | \$958.31   | \$0.00  |
| Single Family - 40'-49' Lot             | 0.74                    | 125                                  | 393                        | 518                    | 383.32                 | 290.82                           | \$132,262.70                             | \$1,058.10   | \$1,125.64   | \$1,125.64   | \$0.00  |
| Single Family - 50'-59' Lot             | 0.87                    | 95                                   | 157                        | 252                    | 219.24                 | 136.59                           | \$118,177.83                             | \$1,243.98   | \$1,323.38   | \$1,323.38   | \$0.00  |
| Single Family - 60'-69' Lot             | 1                       | 0                                    | 276                        | 276                    | 276                    | 276                              | \$0.00                                   | \$1,322.62   | \$1,407.04   | \$1,407.04   | \$0.00  |
| Single Family - 70'-79' Lot             | 1.2                     | 65                                   | 0                          | 65                     | 78                     | 0                                | \$111,529.50                             | \$1,715.84   | \$1,825.36   | \$1,825.36   | \$0.00  |
| Single Family - 80' Lot                 | 1.33                    | 50                                   | 0                          | 50                     | 66.5                   | 0                                | \$95,085.70                              | \$1,901.71   | \$2,023.10   | \$2,023.10   | \$0.00  |
| <b>Total</b>                            |                         | <b>403</b>                           | <b>1160</b>                | <b>1,563</b>           | <b>1,272.98</b>        | <b>910.49</b>                    | <b>\$518,311</b>                         |  |  |  |   |
| Platted ERU's                           |                         | 28.48%                               |                            |                        |                        |                                  |  |  |  |  |   |
| Unplatted ERU's                         |                         | 71.52%                               |                            |                        |                        |                                  |  |  |  |  |   |
| Developer Assessments on Unplatted Land |                         | \$90,696                             |                            |                        |                        |                                  |  |  |  |  |   |

**FY 2024 Budget:**

|                                      |                  |
|--------------------------------------|------------------|
| Administrative                       | \$130,676        |
| Field and Grounds                    | \$1,286,550      |
| Amenity Center                       | \$681,398        |
| Café Operations                      | \$507,702        |
| Capital Reserves                     | \$75,000         |
| Less: Other Income                   | (\$567,596)      |
| Less: Carry Forward                  | \$0              |
| Less: Developer Contributions        | (\$1,504,723)    |
| Less: Admin Assess on Unplatted Land | (\$90,696)       |
|                                      | <u>\$518,311</u> |

**Rivers Edge II**  
**Community Development District**  
Series 2020  
Debt Service Budget

| <b>Description</b>                    | <b>Adopted<br/>Budget<br/>FY2023</b> | <b>Actuals<br/>as of<br/>6/30/23</b> | <b>Total<br/>Projected<br/>9/30/23</b> | <b>Approved<br/>Budget<br/>FY2024</b> |
|---------------------------------------|--------------------------------------|--------------------------------------|--|---------------------------------------|
| <b><u>Revenues</u></b>                |                                      |                                      |  |                                       |
| Special Assessments - Tax Collector   | \$ 412,487                           | \$ 423,797                           | \$ 423,797                             | \$ 420,463                            |
| Special Assessments - Direct          | \$ 100,070                           | \$ 92,538                            | \$ 92,538                              | \$ 92,538                             |
| Interest Income                       | \$ 1,500                             | \$ 14,360                            | \$ 16,000                              | \$ 7,500                              |
| Carryforward Surplus                  | \$ 175,016                           | \$ 173,327                           | \$ 173,327                             | \$ 240,150                            |
| <b>Total Revenues</b>                 | <b>\$ 689,072</b>                    | <b>\$ 704,022</b>                    | <b>\$ 705,662</b>                      | <b>\$ 760,651</b>                     |
| <b><u>Expenditures</u></b>            |                                      |                                      |  |                                       |
| Interest Expense 11/1                 | \$ 170,256                           | \$ 170,256                           | \$ 170,256                             | \$ 167,756                            |
| Principal Expense 5/1                 | \$ 125,000                           | \$ 125,000                           | \$ 125,000                             | \$ 130,000                            |
| Interest Expense 5/1                  | \$ 170,256                           | \$ 170,256                           | \$ 170,256                             | \$ 167,756                            |
| <b>Total Expenditures</b>             | <b>\$ 465,513</b>                    | <b>\$ 465,513</b>                    | <b>\$ 465,513</b>                      | <b>\$ 465,513</b>                     |
| <b>Excess Revenues/(Expenditures)</b> | <b>\$ 223,560</b>                    | <b>\$ 238,510</b>                    | <b>\$ 240,150</b>                      | <b>\$ 295,139</b>                     |

Interest Payment 11/1/24    \$    165,156

| <b>Development</b>          | <b>Units</b> | <b>Gross<br/>Per Unit</b> | <b>Gross<br/>Assessments</b> |
|-----------------------------|--------------|---------------------------|------------------------------|
| 30'-39' Lot                 | 68           | \$695.83                  | \$47,316                     |
| 40'-49' Lot                 | 125          | \$899.79                  | \$112,474                    |
| 50'-59' Lot                 | 95           | \$1,103.74                | \$104,855                    |
| 70'-79' Lot                 | 65           | \$1,499.64                | \$97,477                     |
| 80'+ Lot                    | 50           | \$1,703.59                | \$85,180                     |
| Gross Total                 | 403          |                           | \$447,302                    |
| Less Disc. + Collections 6% |              |                           | (\$26,838)                   |
| Net Annual Assessment       |              |                           | \$420,463                    |



**Rivers Edge II**  
**Community Development District**  
Series 2020 Capital Improvement Revenue Bonds

**AMORTIZATION SCHEDULE**

| DATE     | BALANCE     | PRINCIPAL | INTEREST  | TOTAL     |
|----------|-------------|-----------|-----------|-----------|
| 11/01/23 |             |           | \$167,756 | \$167,756 |
| 05/01/24 | \$6,805,000 | \$130,000 | \$167,756 |           |
| 11/01/24 |             |           | \$165,156 | \$462,913 |
| 05/01/25 | \$6,675,000 | \$135,000 | \$165,156 |           |
| 11/01/25 |             |           | \$162,456 | \$462,613 |
| 05/01/26 | \$6,540,000 | \$140,000 | \$162,456 |           |
| 11/01/26 |             |           | \$159,446 | \$461,903 |
| 05/01/27 | \$6,400,000 | \$145,000 | \$159,446 |           |
| 11/01/27 |             |           | \$156,329 | \$460,775 |
| 05/01/28 | \$6,255,000 | \$150,000 | \$156,329 |           |
| 11/01/28 |             |           | \$153,104 | \$459,433 |
| 05/01/29 | \$6,105,000 | \$160,000 | \$153,104 |           |
| 11/01/29 |             |           | \$149,664 | \$462,768 |
| 05/01/30 | \$5,945,000 | \$165,000 | \$149,664 |           |
| 11/01/30 |             |           | \$146,116 | \$460,780 |
| 05/01/31 | \$5,780,000 | \$175,000 | \$146,116 |           |
| 11/01/31 |             |           | \$141,829 | \$462,945 |
| 05/01/32 | \$5,605,000 | \$180,000 | \$141,829 |           |
| 11/01/32 |             |           | \$137,419 | \$459,248 |
| 05/01/33 | \$5,425,000 | \$190,000 | \$137,419 |           |
| 11/01/33 |             |           | \$132,764 | \$460,183 |
| 05/01/34 | \$5,235,000 | \$200,000 | \$132,764 |           |
| 11/01/34 |             |           | \$127,864 | \$460,628 |
| 05/01/35 | \$5,035,000 | \$210,000 | \$127,864 |           |
| 11/01/35 |             |           | \$122,719 | \$460,583 |
| 05/01/36 | \$4,825,000 | \$220,000 | \$122,719 |           |
| 11/01/36 |             |           | \$117,329 | \$460,048 |
| 05/01/37 | \$4,605,000 | \$230,000 | \$117,329 |           |
| 11/01/37 |             |           | \$111,694 | \$459,023 |
| 05/01/38 | \$4,375,000 | \$245,000 | \$111,694 |           |
| 11/01/38 |             |           | \$105,691 | \$462,385 |
| 05/01/39 | \$4,130,000 | \$255,000 | \$105,691 |           |
| 11/01/39 |             |           | \$99,444  | \$460,135 |
| 05/01/40 | \$3,875,000 | \$270,000 | \$99,444  |           |
| 11/01/40 |             |           | \$92,829  | \$462,273 |
| 05/01/41 | \$3,605,000 | \$285,000 | \$92,829  |           |
| 11/01/41 |             |           | \$85,490  | \$463,319 |
| 05/01/42 | \$3,320,000 | \$300,000 | \$85,490  |           |
| 11/01/42 |             |           | \$77,765  | \$463,255 |

**Rivers Edge II**  
**Community Development District**  
Series 2020 Capital Improvement Revenue Bonds

**AMORTIZATION SCHEDULE**

| <b>DATE</b>                    | <b>BALANCE</b> | <b>PRINCIPAL</b> | <b>INTEREST</b> | <b>TOTAL</b>        |
|--------------------------------|----------------|------------------|-----------------|---------------------|
| 05/01/43                       | \$3,020,000    | \$315,000        | \$77,765        |                     |
| 11/01/43                       |                |                  | \$69,654        | \$462,419           |
| 05/01/44                       | \$2,705,000    | \$330,000        | \$69,654        |                     |
| 11/01/44                       |                |                  | \$61,156        | \$460,810           |
| 05/01/45                       | \$2,375,000    | \$345,000        | \$61,156        |                     |
| 11/01/45                       |                |                  | \$52,273        | \$458,429           |
| 05/01/46                       | \$2,030,000    | \$365,000        | \$52,273        |                     |
| 11/01/46                       |                |                  | \$42,874        | \$460,146           |
| 05/01/47                       | \$1,665,000    | \$385,000        | \$42,874        |                     |
| 11/01/47                       |                |                  | \$32,960        | \$460,834           |
| 05/01/48                       | \$1,280,000    | \$405,000        | \$32,960        |                     |
| 11/01/48                       |                |                  | \$22,531        | \$460,491           |
| 05/01/49                       | \$875,000      | \$425,000        | \$22,531        |                     |
| 11/01/49                       |                |                  | \$11,588        | \$459,119           |
| 05/01/50                       | \$450,000      | \$450,000        | \$11,588        |                     |
| 11/01/50                       |                |                  |                 | \$461,588           |
| <b>\$6,805,000 \$5,811,795</b> |                |                  |                 | <b>\$12,616,795</b> |

**Rivers Edge II**  
**Community Development District**  
Series 2021  
Debt Service Budget

| <b>Description</b>                    | <b>Adopted<br/>Budget<br/>FY2023</b> | <b>Actuals<br/>as of<br/>6/30/23</b> | <b>Total<br/>Projected<br/>9/30/23</b> | <b>Approved<br/>Budget<br/>FY2024</b> |
|---------------------------------------|--------------------------------------|--------------------------------------|--|---------------------------------------|
| <b><u>Revenues</u></b>                |                                      |                                      |  |                                       |
| Special Assessments - Direct          | \$ 552,000                           | \$ 552,000                           | \$ 552,000                             | \$ 552,000                            |
| Interest Income                       | \$ 1,500                             | \$ 16,330                            | \$ 18,000                              | \$ 7,500                              |
| Carryforward Surplus                  | \$ 183,600                           | \$ 178,246                           | \$ 178,246                             | \$ 196,471                            |
| <b>Total Revenues</b>                 | <b>\$ 737,100</b>                    | <b>\$ 746,576</b>                    | <b>\$ 748,246</b>                      | <b>\$ 755,971</b>                     |
| <b><u>Expenditures</u></b>            |                                      |                                      |  |                                       |
| Interest Expense 11/1                 | \$ 173,388                           | \$ 173,388                           | \$ 173,388                             | \$ 170,928                            |
| Principal Expense 5/1                 | \$ 205,000                           | \$ 205,000                           | \$ 205,000                             | \$ 210,000                            |
| Interest Expense 5/1                  | \$ 173,388                           | \$ 173,388                           | \$ 173,388                             | \$ 170,928                            |
| <b>Total Expenditures</b>             | <b>\$ 551,775.00</b>                 | <b>\$ 551,775</b>                    | <b>\$ 551,775</b>                      | <b>\$ 551,855</b>                     |
| <b>Excess Revenues/(Expenditures)</b> | <b>\$ 185,325</b>                    | <b>\$ 194,801</b>                    | <b>\$ 196,471</b>                      | <b>\$ 204,116</b>                     |

Interest Payment 11/1/24 \$ 168,408

**Rivers Edge II**  
**Community Development District**  
Series 2021 Capital Improvement Revenue Bonds

**AMORTIZATION SCHEDULE**

| DATE     | BALANCE     | PRINCIPAL | INTEREST  | TOTAL     |
|----------|-------------|-----------|-----------|-----------|
| 11/01/23 |             |           | \$170,928 | \$170,928 |
| 05/01/24 | \$9,495,000 | \$210,000 | \$170,928 |           |
| 11/01/24 |             |           | \$168,408 | \$549,335 |
| 05/01/25 | \$9,285,000 | \$215,000 | \$168,408 |           |
| 11/01/25 |             |           | \$165,828 | \$549,235 |
| 05/01/26 | \$9,070,000 | \$220,000 | \$165,828 |           |
| 11/01/26 |             |           | \$163,188 | \$549,015 |
| 05/01/27 | \$8,850,000 | \$225,000 | \$163,188 |           |
| 11/01/27 |             |           | \$159,813 | \$548,000 |
| 05/01/28 | \$8,625,000 | \$235,000 | \$159,813 |           |
| 11/01/28 |             |           | \$156,288 | \$551,100 |
| 05/01/29 | \$8,390,000 | \$240,000 | \$156,288 |           |
| 11/01/29 |             |           | \$152,688 | \$548,975 |
| 05/01/30 | \$8,150,000 | \$250,000 | \$152,688 |           |
| 11/01/30 |             |           | \$148,938 | \$551,625 |
| 05/01/31 | \$7,900,000 | \$255,000 | \$148,938 |           |
| 11/01/31 |             |           | \$145,113 | \$549,050 |
| 05/01/32 | \$7,645,000 | \$265,000 | \$145,113 |           |
| 11/01/32 |             |           | \$140,475 | \$550,588 |
| 05/01/33 | \$7,380,000 | \$275,000 | \$140,475 |           |
| 11/01/33 |             |           | \$135,663 | \$551,138 |
| 05/01/34 | \$7,105,000 | \$285,000 | \$135,663 |           |
| 11/01/34 |             |           | \$130,675 | \$551,338 |
| 05/01/35 | \$6,820,000 | \$295,000 | \$130,675 |           |
| 11/01/35 |             |           | \$125,513 | \$551,188 |
| 05/01/36 | \$6,525,000 | \$305,000 | \$125,513 |           |
| 11/01/36 |             |           | \$120,175 | \$550,688 |
| 05/01/37 | \$6,220,000 | \$315,000 | \$120,175 |           |
| 11/01/37 |             |           | \$114,663 | \$549,838 |
| 05/01/38 | \$5,905,000 | \$325,000 | \$114,663 |           |
| 11/01/38 |             |           | \$108,975 | \$548,638 |
| 05/01/39 | \$5,580,000 | \$340,000 | \$108,975 |           |
| 11/01/39 |             |           | \$103,025 | \$552,000 |
| 05/01/40 | \$5,240,000 | \$350,000 | \$103,025 |           |
| 11/01/40 |             |           | \$96,900  | \$549,925 |
| 05/01/41 | \$4,890,000 | \$360,000 | \$96,900  |           |
| 11/01/41 |             |           | \$90,600  | \$547,500 |
| 05/01/42 | \$4,530,000 | \$375,000 | \$90,600  |           |
| 11/01/42 |             |           | \$83,100  | \$548,700 |

**Rivers Edge II**  
**Community Development District**  
Series 2021 Capital Improvement Revenue Bonds

**AMORTIZATION SCHEDULE**

| <b>DATE</b>                    | <b>BALANCE</b> | <b>PRINCIPAL</b> | <b>INTEREST</b> | <b>TOTAL</b>        |
|--------------------------------|----------------|------------------|-----------------|---------------------|
| 05/01/43                       | \$4,155,000    | \$390,000        | \$83,100        |                     |
| 11/01/43                       |                |                  | \$75,300        | \$548,400           |
| 05/01/44                       | \$3,765,000    | \$405,000        | \$75,300        |                     |
| 11/01/44                       |                |                  | \$67,200        | \$547,500           |
| 05/01/45                       | \$3,360,000    | \$425,000        | \$67,200        |                     |
| 11/01/45                       |                |                  | \$58,700        | \$550,900           |
| 05/01/46                       | \$2,935,000    | \$440,000        | \$58,700        |                     |
| 11/01/46                       |                |                  | \$49,900        | \$548,600           |
| 05/01/47                       | \$2,495,000    | \$460,000        | \$49,900        |                     |
| 11/01/47                       |                |                  | \$40,700        | \$550,600           |
| 05/01/48                       | \$2,035,000    | \$480,000        | \$40,700        |                     |
| 11/01/48                       |                |                  | \$31,100        | \$551,800           |
| 05/01/49                       | \$1,555,000    | \$495,000        | \$31,100        |                     |
| 11/01/49                       |                |                  | \$21,200        | \$547,300           |
| 05/01/50                       | \$1,060,000    | \$520,000        | \$21,200        |                     |
| 11/01/50                       |                |                  | \$10,800        | \$552,000           |
| 05/01/51                       | \$540,000      | \$540,000        | \$10,800        |                     |
| 11/01/51                       |                |                  |                 | \$550,800           |
| <b>\$9,495,000 \$6,071,700</b> |                |                  |                 | <b>\$15,566,700</b> |

**Rivers Edge II**  
**Community Development District**  
Capital Reserve Fund Budget

| <b>Description</b>                    | <b>Proposed<br/>Budget<br/>FY2023</b> | <b>Actual<br/>as of<br/>06/30/23</b> | <b>Next<br/>Next 3<br/>Months</b> | <b>Total<br/>Projected<br/>9/30/23</b> | <b>Approved<br/>Budget<br/>FY2024</b> |
|---------------------------------------|---------------------------------------|--------------------------------------|-----------------------------------|--|---------------------------------------|
| <b>REVENUES:</b>                      |                                       |                                      |                                   |  |                                       |
| Carryforward                          | \$ 75,000                             | \$ 75,000                            | \$ -                              | \$ 75,000                              | \$ 129,484                            |
| Interest                              | \$ -                                  | \$ 968                               | \$ 350                            | \$ 1,318                               | \$ 1,000                              |
| Capital Reserve Funding - Transfer In | \$ 75,000                             | \$ 75,000                            | \$ -                              | \$ 75,000                              | \$ 75,000                             |
| <b>TOTAL REVENUES</b>                 | <b>\$ 150,000</b>                     | <b>\$ 150,968</b>                    | <b>\$ 350</b>                     | <b>\$ 151,318</b>                      | <b>\$ 205,484</b>                     |
| <b>EXPENDITURES:</b>                  |                                       |                                      |                                   |  |                                       |
| Repair and Replacements               | \$ -                                  | \$ 14,333                            | \$ 7,500                          | \$ 21,833                              | \$ 50,000                             |
| <b>TOTAL EXPENDITURES</b>             | <b>\$ -</b>                           | <b>\$ 14,333</b>                     | <b>\$ 7,500</b>                   | <b>\$ 21,833</b>                       | <b>\$ 50,000</b>                      |
| <b>EXCESS REVENUES (EXPENDITURES)</b> | <b>\$ 150,000</b>                     | <b>\$ 136,634</b>                    | <b>\$ (7,150)</b>                 | <b>\$ 129,484</b>                      | <b>\$ 155,484</b>                     |

*1.*

## RESOLUTION 2023-11

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Rivers Edge II Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET.**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.



- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Rivers Edge II Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS.**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$ \_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

|                                 |          |
|---------------------------------|----------|
| TOTAL GENERAL FUND              | \$ _____ |
| DEBT SERVICE FUND (SERIES 2020) | \$ _____ |
| DEBT SERVICE FUND (SERIES 2021) | \$ _____ |
| CAPITAL RESERVE FUND            | \$ _____ |
| TOTAL ALL FUNDS                 | \$ _____ |

## **SECTION 3. BUDGET AMENDMENTS.**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line-item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line-item appropriations within a fund if the total appropriations of the fund do not

increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of August, 2023.

ATTEST:

**RIVERS EDGE II COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

2.

## RESOLUTION 2023-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rivers Edge II Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in St. Johns County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A”**; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the developer has agreed to directly fund through contributions any funds necessary to provide the operation and maintenance of the services and facilities provided by the District which are not funded through said special assessments; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”**, and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B”**; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B”** and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B”**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

**A. Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B”**.

**B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B”**. Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

**C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B”**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 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.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of August 2023.

ATTEST:

**RIVERS EDGE II COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

3.



**FISCAL YEAR 2023/2024 BUDGET DEFICIT FUNDING AGREEMENT BETWEEN  
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT  
AND MATTAMY JACKSONVILLE, LLC**

THIS AGREEMENT (the “**Agreement**”), effective the 1st day of October 2023, by and between:

**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, with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (hereinafter “**District**”), and

**MATTAMY JACKSONVILLE, LLC**, a foreign limited liability company, the owner of certain lands within the boundaries of the District, with a principal address of 7800 Belfort Parkway, Suite 195, Jacksonville, Florida 32256, and its successors and assigns (hereinafter “**Landowner**”); and

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; 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**, the District has adopted its operating budget for the Fiscal Year 2023/2024 (the “**2024 O&M Budget**”), which budget commenced on October 1, 2023, and concludes on September 30, 2024, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, Landowner is developing certain real property within the District and presently owns the majority of such real property identified in the District’s Fiscal Year 2023/2024 Assessment Roll (the “**Assessment Roll**”), appended to the attached **Exhibit A** and incorporated herein by reference, which real property is located entirely within the District and which real 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 (the “**Property**”); and

**WHEREAS**, following the adoption of the 2024 O&M Budget, the District has the option of levying non-ad valorem assessments on all land within its boundaries that will benefit from the activities, operations and services set forth in such budget (hereinafter referred to as the “**O&M Assessment(s)**”), or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, due to the nature of the ownership of the Property, the District is not able to predict with absolute certainty the amount of monies necessary to fund the District's activities, operations and services set forth in the 2024 O&M Budget; and

**WHEREAS**, in contemplation of the foregoing, and in lieu of levying an increased amount in O&M Assessments on the Property to fund the 2024 O&M Budget, the Landowner desires to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2023/2024 (hereinafter referred to as the "**O&M Budget Payment**"), not otherwise funded by O&M Assessments levied upon other benefited lands located within the District; and

**WHEREAS**, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit B**, and otherwise as provided herein.

**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:

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

**SECTION 2. PAYMENT OF DISTRICT'S O&M BUDGET.**

i. ***Payment of O&M Budget Expenses.*** Upon the District Manager's written request, the Landowner agrees to make available to the District the monies necessary to fund all expenditures of the 2023/2024 O&M Budget not otherwise funded through O&M Assessments levied upon other benefited lands located within the District, on a continuing basis, within fifteen (15) days of written request by the District. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the lands within the District, including the Property, 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 2024 O&M Budget or otherwise.

ii. ***Consent to Funding of 2024 O&M Budget.*** The Landowner acknowledges and agrees that the O&M Budget Payment represents the funding of operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to the Property within the District in accordance with the District's assessment methodology. Landowner agrees to pay, or caused to be paid, the O&M Budget Payment regardless of whether Landowner owns the Property at the time of such payment subject to the terms set forth in Section 10 herein. Landowner agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

**SECTION 3. CONTINUING LIEN.** The District shall have the right to file a continuing lien upon the Property described in **Exhibit B** 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 FY 2023/2024 O&M Budget" in the public records of St. Johns County, Florida, stating among other things, the description of the real property and 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 2024 O&M Budget 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, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

#### **SECTION 4. ALTERNATIVE COLLECTION METHODS.**

i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Budget Payment(s) 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.

ii. The District hereby finds that the activities, operations and services funded by the O&M Budget Payment(s) 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 that will be funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof 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.

**SECTION 5. NOTICE.** All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

A. If to District: Rivers Edge II Community Development District  
475 West Town Place, Suite 114

St. Augustine, Florida 32092  
Attn: District Manager

With a copy to: Kilinski Van Wyk, PLLC  
517 E. College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

B. If to Landowner: Mattamy Jacksonville, LLC  
7800 Belfort Parkway, Suite 195  
Jacksonville, Florida 32256  
Attn: Cliff Nelson

**SECTION 6. AMENDMENT.** 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.

**SECTION 7. AUTHORITY.** 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.

**SECTION 8. ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld.

**SECTION 9. DEFAULT.** 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 matter described in Sections 3 and 4 above.

**SECTION 10. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** 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, including the Property, 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. The

Landowner shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

**SECTION 11. 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. The parties agree that venue shall be in St. Johns County, Florida.

**SECTION 12. 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 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.

**SECTION 13. EFFECTIVE DATE.** The Agreement shall take effect as of October 1, 2023. The enforcement provisions of this Agreement shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

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

**RIVERS EDGE II COMMUNITY  
DEVELOPMENT DISTRICT**

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Chairperson, Board of Supervisors

**MATTAMY JACKSONVILLE, LLC,**  
a foreign limited liability company

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**EXHIBIT A:** Fiscal Year 2023/2024 O&M Budget & Assessment Roll

**EXHIBIT A**  
**FISCAL YEAR 2023/2024 O&M BUDGET & ASSESSMENT ROLL**

*C.*

**BOARD OF SUPERVISORS MEETING DATES**  
**RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT & RIVERS EDGE III**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**FOR FISCAL YEAR 2023-2024**

The Board of Supervisors of the Rivers Edge II Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 9:00 a.m., with the meetings of the Rivers Edge III Board of Supervisors immediately following on the third Wednesday of each month unless otherwise indicated as follows:

**October 18, 2023**  
**December 20, 2023**  
**January 17, 2024**  
**February 21, 2024**  
**March 20, 2024**  
**April 17, 2024**  
**May 15, 2024**  
**June 19, 2024**  
**July 17, 2024**  
**August 21, 2024**  
**September 18, 2024**



## *FOURTH ORDER OF BUSINESS*

*A.*

MINUTES OF MEETING  
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held on Wednesday, July 19, 2023 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Present and constituting a quorum were:

|                          |               |
|--------------------------|---------------|
| DJ Smith <i>by phone</i> | Chairman      |
| Jason Thomas             | Vice Chairman |
| Amber King               | Supervisor    |
| Adam Davis               | Supervisor    |

Also present were:

|                  |                          |
|------------------|--------------------------|
| Howard McGaffney | District Manager         |
| Lauren Gentry    | District Counsel         |
| Ryan Stilwell    | District Engineer        |
| Jason Davidson   | General Manager          |
| Kevin McKendree  | Field Operations Manager |
| Jay King         | Vice President - Vesta   |
| Mike Scuncio     | Yellowstone Landscape    |
| Cheyne Solesbee  | Yellowstone Landscape    |
| Corey Roberts    | Kilinski Van Wyk         |

The following is a summary of the discussions and actions taken at the July 19, 2023 meeting.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. McGaffney called the meeting to order at 10:02 a.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Consent Agenda**

- A. Minutes of the June 21, 2023 Board of Supervisors Meeting**
- B. Financial Statements through May 31, 2023**
- C. Check Register**

Copies of the minutes, financial statements, and the check register totaling \$368,544.38 were included in the agenda package.

Mr. Thomas stated that he was concerned about the developer contributions being overbudget and asked how the prorated budget can be higher than the amended budget.

Mr. McGaffney stated that it's a projection.

Mr. Thomas stated that it skews the variance because the variance should go back to the amended budget and not a moving target.

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

#### **FOURTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **A. District Counsel**

There being nothing to report, the next item followed.

##### **B. District Engineer**

###### **1. Kendall Crossing / Main Street Stop Sign Proposal**

Mr. Stilwell presented a proposal from American Architectural Graphics totaling \$4,147 to add stop signs at Kendall Crossing and Main Street to make the intersection a three-way stop and noted the expense would be cost shared.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the proposal from American Architectural Graphics was approved.

###### **2. Kendall Crossing / Main Street Striping Proposal**

Mr. Stilwell presented a proposal from Burnham Construction to add two stop bars at the Main Street and Kendall Crossing intersection for a total of \$1,300 and noted the expense would be cost shared.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the proposal from Burnham Construction to add two stop bars was approved.

##### **C. District Manager**

There being nothing to report, the next item followed.

**D. General Manager**

**1. Monthly Amenity and Field Operations Report**

A copy of the General Manager's report was included in the agenda package for the Board's review.

Mr. Thomas asked for a status update on the additional chairs ordered for the RiverClub.

Mr. Davidson responded that they should be delivered within three weeks.

**2. Pond Service Report**

A copy of the pond maintenance report was included in the agenda package for the Board's review.

*Mr. Smith joined the meeting by telephone at this time.*

**E. Landscape and Irrigation Maintenance – Monthly Report**

A copy of the landscape maintenance report was included in the agenda package for the Board's review.

Mr. McGaffney informed the Board that he received an email from a resident regarding Spanish moss on the trees. He noted removal of Spanish moss is not included in Yellowstone's contract and commended Yellowstone and staff for their response to the resident request.

**FIFTH ORDER OF BUSINESS**

**Business Items to be Considered**

**A. Acceptance of the Fiscal Year 2022 Audit Report**

Mr. McGaffney informed the Board there were some notes from the last audit that have been rectified regarding amending the budget based off the expenses. There were no findings in the current audit.

|  |
|--|
| On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the Fiscal Year 2022 audit was accepted. |
|--|

**B. Proposals for Pond Maintenance Services (Cost Share)**

Mr. McGaffney noted that the Rivers Edge 3 board chose not to take any action on the proposals for pond maintenance services and instead authorized issuance of a deficiency notice to Charles Aquatics at the recommendation of Mr. Davidson.

There were no objections from the Board on taking the same direction.

**C. Proposals for Pool Deck Audio Speaker Repair (Cost Share)**

Mr. Davidson presented two proposals to replace the inoperable pool deck speakers at the RiverHouse. He noted the Rivers Edge 3 board directed staff to inquire about a five year manufacturer warranty with 5 Smooth Stones and authorized an amount not to exceed \$10,883.30.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor replacing the pool deck audio speakers at an amount not to exceed \$10,883.30 was approved subject to confirmation of a five-year manufacturer warranty with Supervisor Thomas authorized to make the final selection.

**D. Fifth Amendment to the Vesta Agreement – Revised Fees for FY23 and 24**

Mr. McGaffney presented a draft agreement with Vesta Property Services that includes revised fees for fiscal year 2023 and 2024. He noted the Rivers Edge 3 board approved an agreement in substantial form for General Manager and Field Operations management Services in which they would be responsible for 20% of the expenses. A new agreement will need to be drafted once the River Lodge is operational. He added that the table in the exhibit will need to be revised to prorate the monthly amounts for 2023. The addition of Rivers Edge 3 to the Vesta agreement will lower Rivers Edge 2's contribution to 40% of the General Manager and Field Operations Manager expenses.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the fifth amendment to the Vesta agreement was approved in substantial form.

**E. Funding Request No. 56**

A copy of funding request number 56 totaling \$160,029.16 was included in the agenda package for the Board's review.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor funding request number 56 was approved.

**SIXTH ORDER OF BUSINESS****Other Business**

There being none, the next item followed.

**SEVENTH ORDER OF BUSINESS****Supervisors' Requests**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS****Audience Comments**

Mr. Martinez asked if the stop signs are to be installed at Kendall Crossing and Main Street and when they will be installed.

Mr. Stilwell responded that the Kendall Crossing and Main Street intersection will be a three-way intersection. Staff is working to coordinate schedules of two contractors on the project.

Mr. McGaffney asked Ms. King and Mr. Davidson to work together to inform the public of the intersection changes.

Mr. Martinez asked that a sign be posted to warn of the traffic pattern change.

Mr. Stilwell stated that there will be a "stop sign ahead" sign, so there will be advanced warning, but he will speak to the contractor about temporary signage as well.

Ms. Caballero commented that there has been a lot of errors in the information put out to residents. She also commented on the prices continually increasing at the RiverClub and her concern for that being part of the reason it's been so slow.

Mr. McGaffney stated that he would get with the General Manager on the menu.

Ms. Hounshell thanked the Board for the installation of the pickleball courts.

Ms. Fritz asked if there are any plans for dedicated pickleball courts.

Mr. McGaffney responded that the Rivers Edge 1 board has appointed a supervisor to begin the process of looking into the possibility of installing dedicated pickleball courts and whether that would be a cost share item.

**NINTH ORDER OF BUSINESS**

**Next Scheduled Meeting – August 16, 2023  
at 10:30 a.m. at the RiverTown Amenity  
Center**

**TENTH ORDER OF BUSINESS**

**Adjournment**

|  |
|--|
| On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the meeting was adjourned. |
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Secretary/Assistant Secretary

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Chairman/Vice Chairman



*B.*

# Rivers Edge II

## Community Development District

Unaudited Financial Reporting  
June 30, 2023



**Rivers Edge II**  
**Community Development District**  
**Combined Balance Sheet**  
June 30, 2023

|  | <u><b>Governmental Fund Types</b></u> |                         |                             |                            | <b>Totals</b>            |
|--|---------------------------------------|-------------------------|-----------------------------|----------------------------|--------------------------|
|  | <b>General</b>                        | <b>Debt<br/>Service</b> | <b>Capital<br/>Projects</b> | <b>Capital<br/>Reserve</b> | <b>(Memorandum Only)</b> |
| <b><u>Assets:</u></b>                    |                                       |                         |                             |                            |                          |
| Cash                                     | \$673,155                             | ---                     | ---                         | \$115,667                  | \$788,822                |
| Due from Developer                       | \$147,694                             | ---                     | ---                         | ---                        | \$147,694                |
| Due from Vesta- Café                     | \$39,635                              | ---                     | ---                         | ---                        | \$39,635                 |
| Due from Other                           | \$5,569                               | ---                     | ---                         | ---                        | \$5,569                  |
| Custody Account                          | \$232,706                             | ---                     | ---                         | ---                        | \$232,706                |
| Investment - SBA                         | \$5,028                               | ---                     | ---                         | \$20,968                   | \$25,996                 |
| <b><u>Series 2020</u></b>                |                                       |                         |                             |                            |                          |
| Reserve                                  | ---                                   | \$234,406               | ---                         | ---                        | \$234,406                |
| Revenue                                  | ---                                   | \$238,510               | ---                         | ---                        | \$238,510                |
| Acquisition & Construction               | ---                                   | ---                     | \$5,571                     | ---                        | \$5,571                  |
| <b><u>Series 2021</u></b>                |                                       |                         |                             |                            |                          |
| Reserve                                  | ---                                   | \$276,000               | ---                         | ---                        | \$276,000                |
| Revenue                                  | ---                                   | \$194,801               | ---                         | ---                        | \$194,801                |
| Acquisition & Construction               | ---                                   | ---                     | \$2,589                     | ---                        | \$2,589                  |
| Prepaid Expenses                         | \$4,688                               | ---                     | ---                         | ---                        | \$4,688                  |
| Utility Deposits                         | \$16,840                              | ---                     | ---                         | ---                        | \$16,840                 |
| Accounts Receivable                      | \$11,570                              | ---                     | ---                         | ---                        | \$11,570                 |
| <b>Total Assets</b>                      | <b>\$1,136,884</b>                    | <b>\$943,716</b>        | <b>\$8,160</b>              | <b>\$136,634</b>           | <b>\$2,225,395</b>       |
| <b><u>Liabilities:</u></b>               |                                       |                         |                             |                            |                          |
| Accounts Payable                         | \$28,871                              | ---                     | ---                         | ---                        | \$28,871                 |
| Due to Vesta- Café                       | \$37,749                              | ---                     | ---                         | ---                        | \$37,749                 |
| Due to General Fund                      | ---                                   | ---                     | \$1,138                     | ---                        | \$1,138                  |
| Due to Mattamy                           | \$360                                 | ---                     | ---                         | ---                        | \$360                    |
| <b><u>Fund Balances:</u></b>             |                                       |                         |                             |                            |                          |
| Nonspendable                             | \$16,840                              | ---                     | ---                         | ---                        | \$16,840                 |
| Assigned                                 | \$65,000                              | ---                     | ---                         | \$136,634                  | \$201,634                |
| Restricted for Debt Service              | ---                                   | \$943,716               | ---                         | ---                        | \$943,716                |
| Restricted for Capital Projects          | ---                                   | ---                     | \$7,023                     | ---                        | \$7,023                  |
| Unassigned                               | \$988,064                             | ---                     | ---                         | ---                        | \$988,064                |
| <b>Total Liabilities and Fund Equity</b> | <b>\$1,136,884</b>                    | <b>\$943,716</b>        | <b>\$8,160</b>              | <b>\$136,634</b>           | <b>\$2,225,395</b>       |

**Rivers Edge II**  
**Community Development District**  
Statement of Revenues & Expenditures  
For The Period Ending June 30, 2023

| Description | ADOPTED<br>BUDGET | PRORATED               | ACTUAL<br>THRU 6/30/23 | VARIANCE |
|-------------|-------------------|------------------------|------------------------|----------|
|             |                   | BUDGET<br>THRU 6/30/23 |                        |          |

**Revenues:**

|   |             |             |             |           |
|---|-------------|-------------|-------------|-----------|
| Assessment - Tax Roll                       | \$518,325   | \$518,325   | \$522,421   | \$4,096   |
| Administrative Assessment on Unplatted Land | \$90,696    | \$90,696    | \$90,696    | \$0       |
| Developer Contributions                     | \$1,294,243 | \$1,294,243 | \$1,459,272 | \$165,029 |
| Café Gross Sales                            | \$494,668   | \$371,001   | \$468,294   | \$97,294  |
| Special Events                              | \$7,000     | \$5,250     | \$300       | (\$4,950) |
| Miscellaneous Income/Interest               | \$10,000    | \$10,000    | \$13,021    | \$3,021   |
| Cost Share Amenity- Rivers Edge III         | \$138,839   | \$104,129   | \$104,129   | \$0       |

|                       |                    |                    |                    |                  |
|-----------------------|--------------------|--------------------|--------------------|------------------|
| <b>Total Revenues</b> | <b>\$2,553,771</b> | <b>\$2,393,644</b> | <b>\$2,658,133</b> | <b>\$264,489</b> |
|-----------------------|--------------------|--------------------|--------------------|------------------|

**Expenditures**

**Administrative**

|                                |          |          |          |         |
|--------------------------------|----------|----------|----------|---------|
| Engineering                    | \$15,000 | \$11,250 | \$3,058  | \$8,192 |
| Arbitrage                      | \$1,200  | \$900    | \$0      | \$900   |
| Dissemination Agent            | \$5,000  | \$3,750  | \$3,750  | (\$0)   |
| Attorney                       | \$30,000 | \$22,500 | \$20,252 | \$2,248 |
| Annual Audit                   | \$5,000  | \$3,750  | \$4,120  | (\$370) |
| Assessment Fees                | \$5,000  | \$5,000  | \$5,000  | \$0     |
| Trustee Fees                   | \$8,000  | \$8,081  | \$8,081  | \$0     |
| Management Fees                | \$35,000 | \$26,250 | \$26,250 | (\$0)   |
| Construction Accounting        | \$3,500  | \$2,625  | \$0      | \$2,625 |
| Information Technology         | \$1,800  | \$1,350  | \$1,350  | \$0     |
| Website Administration         | \$1,200  | \$900    | \$900    | \$0     |
| Telephone                      | \$200    | \$150    | \$76     | \$74    |
| Postage                        | \$800    | \$600    | \$154    | \$446   |
| Printing & Binding             | \$1,200  | \$900    | \$472    | \$428   |
| Insurance                      | \$6,684  | \$6,684  | \$5,988  | \$696   |
| Legal Advertising              | \$2,500  | \$1,875  | \$514    | \$1,361 |
| Other Current Charges          | \$1,500  | \$1,125  | \$0      | \$1,125 |
| Office Supplies                | \$550    | \$413    | \$9      | \$403   |
| Dues, Licenses & Subscriptions | \$175    | \$175    | \$175    | \$0     |

|                             |                  |                 |                 |                 |
|-----------------------------|------------------|-----------------|-----------------|-----------------|
| <b>Total Administrative</b> | <b>\$124,309</b> | <b>\$98,278</b> | <b>\$80,150</b> | <b>\$18,128</b> |
|-----------------------------|------------------|-----------------|-----------------|-----------------|

**Rivers Edge II**  
**Community Development District**  
Statement of Revenues & Expenditures  
For The Period Ending June 30, 2023

| Description                         | PRORATED           |                        |                        |                    |
|-------------------------------------|--------------------|------------------------|------------------------|--------------------|
|                                     | ADOPTED<br>BUDGET  | BUDGET<br>THRU 6/30/23 | ACTUAL<br>THRU 6/30/23 | VARIANCE           |
| <u>Grounds Maintenance</u>          |                    |                        |                        |                    |
| Cost Share Landscaping- Rivers Edge | \$713,588          | \$535,191              | \$535,191              | (\$0)              |
| Field Operations Management (Vesta) | \$44,324           | \$33,243               | \$33,908               | (\$666)            |
| Landscape Maintenance               | \$396,805          | \$297,604              | \$279,357              | \$18,247           |
| Lake Maintenance                    | \$27,500           | \$20,625               | \$15,003               | \$5,622            |
| Landscape Replacements              | \$500              | \$500                  | \$103,506              | (\$103,006)        |
| Irrigation Repairs                  | \$0                | \$0                    | \$23,100               | (\$23,100)         |
| Irrigation Water Use                | \$0                | \$0                    | \$21,641               | (\$21,641)         |
| Streetlighting                      | \$30,000           | \$22,500               | \$25,744               | (\$3,244)          |
| <b>Total Grounds Maintenance</b>    | <b>\$1,212,717</b> | <b>\$909,662</b>       | <b>\$1,037,450</b>     | <b>(\$127,788)</b> |

Amenity Center- River House

|   |           |           |           |            |
|---|-----------|-----------|-----------|------------|
| General & Lifestyle Manager (Vesta)             | \$93,614  | \$70,211  | \$73,311  | (\$3,100)  |
| Hospitality Staff (Vesta)                       | \$106,902 | \$80,177  | \$80,177  | \$0        |
| Amenity Manager (Vesta)                         | \$18,540  | \$13,905  | \$14,182  | (\$277)    |
| Security Monitoring                             | \$5,000   | \$3,750   | \$0       | \$3,750    |
| Telephone                                       | \$11,000  | \$8,250   | \$8,955   | (\$705)    |
| Insurance                                       | \$66,559  | \$66,559  | \$74,399  | (\$7,840)  |
| General Facility & Common Grounds Maint (Vesta) | \$75,040  | \$56,280  | \$57,406  | (\$1,125)  |
| Pool Maintenance(Vesta)                         | \$10,012  | \$7,509   | \$7,577   | (\$68)     |
| Pool Chemicals(Poolsure)                        | \$9,200   | \$6,900   | \$8,747   | (\$1,847)  |
| Janitorial Services (Vesta)                     | \$8,155   | \$8,155   | \$23,252  | (\$15,097) |
| Access Cards                                    | \$3,500   | \$2,625   | \$973     | \$1,652    |
| Window Cleaning                                 | \$3,500   | \$2,625   | \$0       | \$2,625    |
| Natural Gas                                     | \$5,600   | \$4,200   | \$3,663   | \$537      |
| Electric  | \$30,000  | \$22,500  | \$16,404  | \$6,096    |
| Water & Sewer                                   | \$119,000 | \$89,250  | \$16,571  | \$72,679   |
| Repair and Replacements                         | \$75,000  | \$56,250  | \$46,427  | \$9,823    |
| Refuse  | \$15,000  | \$11,250  | \$11,918  | (\$668)    |
| Pest Control                                    | \$1,920   | \$1,440   | \$1,494   | (\$54)     |
| License/Permits                                 | \$1,000   | \$750     | \$350     | \$400      |
| Other Current                                   | \$500     | \$375     | \$0       | \$375      |
| Special Events                                  | \$30,000  | \$30,000  | \$35,150  | (\$5,150)  |
| Holiday Decorations                             | \$23,000  | \$17,250  | \$20,485  | (\$3,235)  |
| Office Supplies/Postage                         | \$1,500   | \$1,125   | \$281     | \$844      |
| Café-Cost of Goods Sold (Vesta)                 | \$234,568 | \$175,926 | \$177,400 | (\$1,474)  |
| Café-Labor (Vesta)                              | \$236,447 | \$236,447 | \$262,154 | (\$25,708) |
| Café-Bank Fees (Vesta)                          | \$22,187  | \$16,640  | \$18,120  | (\$1,480)  |
| Other Expenses related to Café Operations       | \$0       | \$0       | \$1,071   | (\$1,071)  |

|  |                    |                  |                  |                 |
|--|--------------------|------------------|------------------|-----------------|
| <b>Total Amenity Center- River House</b> | <b>\$1,206,745</b> | <b>\$990,349</b> | <b>\$960,467</b> | <b>\$29,882</b> |
|--|--------------------|------------------|------------------|-----------------|

**Rivers Edge II**  
**Community Development District**  
Statement of Revenues & Expenditures  
For The Period Ending June 30, 2023

| Description                     | ADOPTED<br>BUDGET  | PRORATED<br>BUDGET<br>THRU 6/30/23 | ACTUAL<br>THRU 6/30/23 | VARIANCE          |
|---------------------------------|--------------------|------------------------------------|------------------------|-------------------|
|                                 |                    |                                    |                        |                   |
| General Reserves                | \$75,000           | \$75,000                           | \$75,000               | \$0               |
| <b>Total Expenditures</b>       | <b>\$2,618,771</b> | <b>\$2,073,289</b>                 | <b>\$2,153,068</b>     | <b>(\$79,778)</b> |
| <b>Excess Revenues/Expenses</b> | <b>(\$65,000)</b>  |                                    | <b>\$505,066</b>       |                   |
| <b>Fund Balance - Beginning</b> | <b>\$65,000</b>    |                                    | <b>\$564,839</b>       |                   |
| <b>Fund Balance - Ending</b>    | <b>\$0</b>         |                                    | <b>\$1,069,904</b>     |                   |

**Rivers Edge II**  
**Community Development District**  
**General Fund**  
**Month By Month Income Statement**

**Revenues:**

|   | October          | November         | December         | January          | February         | March            | April            | May              | June             | July       | August     | September  | Total              |
|---|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------|------------|------------|--------------------|
| Assessment - Tax Roll                       | \$0              | \$70,497         | \$108,892        | \$112,544        | \$164,546        | \$10,130         | \$54,890         | \$922            | \$0              | \$0        | \$0        | \$0        | \$522,421          |
| Administrative Assessment on Unplatted Land | \$42,759         | \$21,380         | \$26,557         | \$0              | \$0              | \$0              | \$0              | \$0              | \$0              | \$0        | \$0        | \$0        | \$90,696           |
| Developer Contributions                     | \$41,822         | \$169,083        | \$148,706        | \$185,020        | \$258,526        | \$140,003        | \$226,159        | \$142,260        | \$147,694        | \$0        | \$0        | \$0        | \$1,459,272        |
| Café Gross Sales                            | \$41,409         | \$25,120         | \$31,565         | \$32,381         | \$50,463         | \$76,535         | \$75,528         | \$68,049         | \$67,246         | \$0        | \$0        | \$0        | \$468,294          |
| Special Events                              | \$0              | \$160            | \$0              | \$0              | \$140            | \$0              | \$0              | \$0              | \$0              | \$0        | \$0        | \$0        | \$300              |
| Miscellaneous Income/Interest               | \$1,049          | \$526            | \$1,564          | \$4,139          | \$1,917          | \$1,020          | \$733            | \$1,129          | \$944            | \$0        | \$0        | \$0        | \$13,021           |
| Cost Share Amenity- Rivers Edge III         | \$11,570         | \$11,570         | \$11,570         | \$11,570         | \$11,570         | \$11,570         | \$11,570         | \$11,570         | \$11,570         | \$0        | \$0        | \$0        | \$104,129          |
| <b>Total Revenues</b>                       | <b>\$138,609</b> | <b>\$298,336</b> | <b>\$328,854</b> | <b>\$345,653</b> | <b>\$487,163</b> | <b>\$239,258</b> | <b>\$368,879</b> | <b>\$223,929</b> | <b>\$227,453</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$2,658,133</b> |

**Expenditures:**

**Administrative**

|                                |                 |                |                |                |                |                |                |                 |                |            |            |            |                 |
|--------------------------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|----------------|------------|------------|------------|-----------------|
| Engineering                    | \$588           | \$293          | \$424          | \$185          | \$368          | \$705          | \$496          | \$0             | \$0            | \$0        | \$0        | \$0        | \$3,058         |
| Arbitrage                      | \$0             | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$0             |
| Dissemination Agent            | \$417           | \$417          | \$417          | \$417          | \$417          | \$417          | \$417          | \$417           | \$417          | \$0        | \$0        | \$0        | \$3,750         |
| Attorney                       | \$1,854         | \$1,418        | \$2,140        | \$2,455        | \$3,089        | \$2,749        | \$1,363        | \$5,185         | \$0            | \$0        | \$0        | \$0        | \$20,252        |
| Annual Audit                   | \$0             | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0             | \$4,120        | \$0        | \$0        | \$0        | \$4,120         |
| Assessment Roll                | \$5,000         | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$5,000         |
| Trustee Fees                   | \$4,688         | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$1,853         | \$1,541        | \$0        | \$0        | \$0        | \$8,081         |
| Management Fees                | \$2,917         | \$2,917        | \$2,917        | \$2,917        | \$2,917        | \$2,917        | \$2,917        | \$2,917         | \$2,917        | \$0        | \$0        | \$0        | \$26,250        |
| Construction Accounting        | \$0             | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$0             |
| Information Technology         | \$150           | \$150          | \$150          | \$150          | \$150          | \$150          | \$150          | \$150           | \$150          | \$0        | \$0        | \$0        | \$1,350         |
| Webiste Administration         | \$100           | \$100          | \$100          | \$100          | \$100          | \$100          | \$100          | \$100           | \$100          | \$0        | \$0        | \$0        | \$900           |
| Telephone                      | \$16            | \$7            | \$29           | \$18           | \$1            | \$6            | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$76            |
| Postage                        | \$0             | \$19           | \$85           | \$0            | \$12           | \$5            | \$10           | \$7             | \$17           | \$0        | \$0        | \$0        | \$154           |
| Printing & Binding             | \$187           | \$100          | \$1            | \$38           | \$12           | \$28           | \$14           | \$9             | \$82           | \$0        | \$0        | \$0        | \$472           |
| Insurance                      | \$5,988         | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$5,988         |
| Legal Advertising              | \$288           | \$0            | \$0            | \$0            | \$0            | \$226          | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$514           |
| Other Current Charges          | \$0             | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$0             |
| Office Supplies                | \$3             | \$3            | \$0            | \$1            | \$1            | \$0            | \$1            | \$0             | \$1            | \$0        | \$0        | \$0        | \$9             |
| Dues, Licenses & Subscriptions | \$175           | \$0            | \$0            | \$0            | \$0            | \$0            | \$0            | \$0             | \$0            | \$0        | \$0        | \$0        | \$175           |
| <b>Total Administrative</b>    | <b>\$22,369</b> | <b>\$5,423</b> | <b>\$6,262</b> | <b>\$6,280</b> | <b>\$7,066</b> | <b>\$7,301</b> | <b>\$5,468</b> | <b>\$10,638</b> | <b>\$9,343</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$80,150</b> |

**Grounds Maintenance**

|                                     |                  |                  |                  |                  |                  |                  |                  |                  |                  |            |            |            |                    |
|-------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------|------------|------------|--------------------|
| Cost Share Landscaping- Rivers Edge | \$59,466         | \$59,466         | \$59,466         | \$59,466         | \$59,466         | \$59,466         | \$59,466         | \$59,466         | \$59,466         | \$0        | \$0        | \$0        | \$535,191          |
| Field Operations Management (Vesta) | \$3,768          | \$3,768          | \$3,768          | \$3,768          | \$3,768          | \$3,768          | \$3,768          | \$3,768          | \$3,768          | \$0        | \$0        | \$0        | \$33,908           |
| Landscape Maintenance               | \$30,926         | \$30,926         | \$31,438         | \$31,438         | \$30,926         | \$30,926         | \$30,925         | \$30,926         | \$30,926         | \$0        | \$0        | \$0        | \$279,357          |
| Lake Maintenance                    | \$1,889          | \$1,889          | \$940            | \$1,889          | \$840            | \$1,889          | \$1,889          | \$1,889          | \$1,889          | \$0        | \$0        | \$0        | \$15,003           |
| Landscape Replacements              | \$14,329         | \$6,679          | \$4,938          | \$4,414          | \$0              | \$56,979         | \$934            | \$2,914          | \$12,320         | \$0        | \$0        | \$0        | \$103,506          |
| Irrigation Repairs                  | \$14,392         | \$5,698          | \$0              | \$1,062          | \$762            | \$0              | \$1,187          | \$0              | \$0              | \$0        | \$0        | \$0        | \$23,100           |
| Irrigation Water Use                | \$1,326          | \$2,004          | \$2,807          | \$979            | \$1,974          | \$2,222          | \$2,125          | \$2,960          | \$5,244          | \$0        | \$0        | \$0        | \$21,641           |
| Streetlighting                      | \$2,596          | \$2,637          | \$2,737          | \$2,956          | \$3,089          | \$2,830          | \$2,985          | \$2,893          | \$3,021          | \$0        | \$0        | \$0        | \$25,744           |
| <b>Total Grounds Maintenance</b>    | <b>\$128,690</b> | <b>\$113,066</b> | <b>\$106,093</b> | <b>\$105,971</b> | <b>\$100,824</b> | <b>\$158,079</b> | <b>\$103,277</b> | <b>\$104,816</b> | <b>\$116,633</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$1,037,450</b> |

**Rivers Edge II**  
**Community Development District**  
**General Fund**  
**Month By Month Income Statement**

|   | October            | November         | December         | January          | February         | March             | April            | May              | June              | July       | August     | September  | Total              |
|---|--------------------|------------------|------------------|------------------|------------------|-------------------|------------------|------------------|-------------------|------------|------------|------------|--------------------|
| <b><u>Amenity Center- River House</u></b>       |                    |                  |                  |                  |                  |                   |                  |                  |                   |            |            |            |                    |
| General & Lifestyle Manager (Vesta)             | \$8,653            | \$7,957          | \$7,957          | \$8,102          | \$8,127          | \$8,133           | \$8,105          | \$8,151          | \$8,125           | \$0        | \$0        | \$0        | \$73,311           |
| Hospitality Staff (Vesta)                       | \$8,909            | \$8,909          | \$8,909          | \$8,909          | \$8,909          | \$8,909           | \$8,909          | \$8,909          | \$8,909           | \$0        | \$0        | \$0        | \$80,177           |
| Amenity Manager (Vesta)                         | \$1,576            | \$1,576          | \$1,576          | \$1,576          | \$1,576          | \$1,576           | \$1,576          | \$1,576          | \$1,576           | \$0        | \$0        | \$0        | \$14,182           |
| Security Monitoring                             | \$0                | \$0              | \$0              | \$0              | \$0              | \$0               | \$0              | \$0              | \$0               | \$0        | \$0        | \$0        | \$0                |
| Telephone                                       | \$923              | \$930            | \$930            | \$930            | \$967            | \$1,037           | \$1,036          | \$1,036          | \$1,164           | \$0        | \$0        | \$0        | \$8,955            |
| Insurance                                       | \$66,520           | \$0              | \$0              | \$7,868          | \$11             | \$0               | \$0              | \$0              | \$0               | \$0        | \$0        | \$0        | \$74,399           |
| General Facility & Common Grounds Maint (Vesta) | \$6,378            | \$6,378          | \$6,378          | \$6,378          | \$6,378          | \$6,378           | \$6,378          | \$6,378          | \$6,378           | \$0        | \$0        | \$0        | \$57,406           |
| Pool Maintenance(Vesta)                         | \$826              | \$826            | \$826            | \$834            | \$834            | \$834             | \$927            | \$834            | \$834             | \$0        | \$0        | \$0        | \$7,577            |
| Pool Chemicals(Poolsure)                        | \$834              | \$834            | \$834            | \$1,041          | \$1,041          | \$1,041           | \$1,041          | \$1,041          | \$1,041           | \$0        | \$0        | \$0        | \$8,747            |
| Janitorial Services (Vesta)                     | \$2,584            | \$2,584          | \$2,584          | \$2,584          | \$2,584          | \$2,584           | \$2,584          | \$2,584          | \$2,584           | \$0        | \$0        | \$0        | \$23,252           |
| Access Cards                                    | \$0                | \$0              | \$0              | \$486            | \$0              | \$0               | \$0              | \$486            | \$0               | \$0        | \$0        | \$0        | \$973              |
| Window Cleaning                                 | \$0                | \$0              | \$0              | \$0              | \$0              | \$0               | \$0              | \$0              | \$0               | \$0        | \$0        | \$0        | \$0                |
| Natural Gas                                     | \$457              | \$372            | \$569            | \$457            | \$529            | \$382             | \$275            | \$330            | \$293             | \$0        | \$0        | \$0        | \$3,663            |
| Electric  | \$1,717            | \$1,645          | \$1,916          | \$1,961          | \$1,910          | \$1,625           | \$1,766          | \$1,766          | \$2,099           | \$0        | \$0        | \$0        | \$16,404           |
| Water & Sewer                                   | \$1,692            | \$2,484          | \$2,138          | \$1,703          | \$1,835          | \$1,873           | \$1,455          | \$1,489          | \$1,901           | \$0        | \$0        | \$0        | \$16,571           |
| Repair and Replacements                         | \$11,798           | \$6,376          | \$3,174          | \$5,085          | \$4,938          | \$297             | \$4,108          | \$4,208          | \$6,442           | \$0        | \$0        | \$0        | \$46,427           |
| Refuse  | \$1,288            | \$1,295          | \$1,303          | \$1,296          | \$1,313          | \$1,285           | \$1,269          | \$1,256          | \$1,613           | \$0        | \$0        | \$0        | \$11,918           |
| Pest Control                                    | \$105              | \$0              | \$105            | \$115            | \$212            | \$485             | \$356            | \$115            | \$0               | \$0        | \$0        | \$0        | \$1,494            |
| License/Permits                                 | \$0                | \$0              | \$0              | \$0              | \$0              | \$0               | \$0              | \$0              | \$350             | \$0        | \$0        | \$0        | \$350              |
| Other Current                                   | \$0                | \$0              | \$0              | \$0              | \$0              | \$0               | \$0              | \$0              | \$0               | \$0        | \$0        | \$0        | \$0                |
| Special Events                                  | \$6,033            | \$4,000          | \$2,855          | \$10,262         | \$3,300          | \$350             | \$550            | \$4,600          | \$3,200           | \$0        | \$0        | \$0        | \$35,150           |
| Holiday Decorations                             | \$0                | \$20,485         | \$0              | \$0              | \$0              | \$0               | \$0              | \$0              | \$0               | \$0        | \$0        | \$0        | \$20,485           |
| Office Supplies/Postage                         | \$119              | \$0              | \$48             | \$115            | \$0              | \$0               | \$0              | \$0              | \$0               | \$0        | \$0        | \$0        | \$281              |
| Café-Cost of Goods Sold (Vesta)                 | \$16,803           | \$13,840         | \$12,965         | \$18,152         | \$15,068         | \$27,970          | \$24,627         | \$24,955         | \$23,020          | \$0        | \$0        | \$0        | \$177,400          |
| Café-Labor (Vesta)                              | \$19,350           | \$17,178         | \$14,921         | \$19,005         | \$27,754         | \$37,090          | \$38,881         | \$39,509         | \$48,468          | \$0        | \$0        | \$0        | \$262,154          |
| Café-Bank Fees (Vesta)                          | \$1,623            | \$905            | \$1,137          | \$1,136          | \$2,412          | \$3,346           | \$2,280          | \$2,504          | \$2,778           | \$0        | \$0        | \$0        | \$18,120           |
| Other Expenses related to Café Operations       | \$552              | \$131            | \$387            | \$0              | \$0              | \$0               | \$0              | \$0              | \$0               | \$0        | \$0        | \$0        | \$1,071            |
| <b>Amenity Center- River House</b>              | <b>\$158,740</b>   | <b>\$98,706</b>  | <b>\$71,512</b>  | <b>\$97,995</b>  | <b>\$89,697</b>  | <b>\$105,195</b>  | <b>\$106,121</b> | <b>\$111,726</b> | <b>\$120,775</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$960,467</b>   |
| General Reserves                                | \$0                | \$0              | \$0              | \$0              | \$0              | \$0               | \$0              | \$75,000         | \$0               | \$0        | \$0        | \$0        | \$75,000           |
| <b>Total Expenditures</b>                       | <b>\$309,799</b>   | <b>\$217,196</b> | <b>\$183,867</b> | <b>\$210,245</b> | <b>\$197,588</b> | <b>\$270,574</b>  | <b>\$214,866</b> | <b>\$227,181</b> | <b>\$246,751</b>  | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$2,153,068</b> |
| <b>Excess Revenues (Expenditures)</b>           | <b>(\$171,190)</b> | <b>\$81,140</b>  | <b>\$144,987</b> | <b>\$135,407</b> | <b>\$289,575</b> | <b>(\$31,317)</b> | <b>\$154,013</b> | <b>(\$3,251)</b> | <b>(\$19,298)</b> | <b>\$0</b> | <b>\$0</b> | <b>\$0</b> | <b>\$505,066</b>   |



**Rivers Edge II**  
**Community Development District**  
**Debt Service Fund - Series 2020**  
Statement of Revenues & Expenditures  
For The Period Ending June 30, 2023

| Description | ADOPTED<br>BUDGET | PRORATED<br>BUDGET<br>THRU 6/30/23 | ACTUAL<br>THRU 6/30/23 | VARIANCE |
|-------------|-------------------|------------------------------------|------------------------|----------|
|-------------|-------------------|------------------------------------|------------------------|----------|

**Revenues:**

|                         |           |           |           |          |
|-------------------------|-----------|-----------|-----------|----------|
| Assessment - Tax Roll   | \$412,487 | \$412,487 | \$423,797 | \$11,311 |
| Assessment- Direct Bill | \$100,070 | \$92,538  | \$92,538  | \$0      |
| Interest Income         | \$1,500   | \$1,500   | \$14,360  | \$12,860 |

|                       |                  |                  |                  |                 |
|-----------------------|------------------|------------------|------------------|-----------------|
| <b>Total Revenues</b> | <b>\$514,056</b> | <b>\$506,525</b> | <b>\$530,695</b> | <b>\$24,170</b> |
|-----------------------|------------------|------------------|------------------|-----------------|

**Expenditures**

**Series 2020**

|               |           |           |           |     |
|---------------|-----------|-----------|-----------|-----|
| Interest 11/1 | \$170,256 | \$170,256 | \$170,256 | \$0 |
| Interest 5/1  | \$125,000 | \$125,000 | \$125,000 | \$0 |
| Principal 5/1 | \$170,256 | \$170,256 | \$170,256 | \$0 |

|                           |                  |                  |                  |            |
|---------------------------|------------------|------------------|------------------|------------|
| <b>Total Expenditures</b> | <b>\$465,513</b> | <b>\$465,513</b> | <b>\$465,513</b> | <b>\$0</b> |
|---------------------------|------------------|------------------|------------------|------------|

|                                       |                 |                 |                 |                 |
|---------------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>Excess Revenues (Expenditures)</b> | <b>\$48,544</b> | <b>\$41,012</b> | <b>\$65,182</b> | <b>\$24,170</b> |
|---------------------------------------|-----------------|-----------------|-----------------|-----------------|

|                                   |                 |                 |                 |                 |
|-----------------------------------|-----------------|-----------------|-----------------|-----------------|
| <b>Net Change in Fund Balance</b> | <b>\$48,544</b> | <b>\$41,012</b> | <b>\$65,182</b> | <b>\$24,170</b> |
|-----------------------------------|-----------------|-----------------|-----------------|-----------------|

|                                 |                  |  |                  |  |
|---------------------------------|------------------|--|------------------|--|
| <b>Fund Balance - Beginning</b> | <b>\$175,016</b> |  | <b>\$407,733</b> |  |
|---------------------------------|------------------|--|------------------|--|

|                              |                  |  |                  |  |
|------------------------------|------------------|--|------------------|--|
| <b>Fund Balance - Ending</b> | <b>\$223,560</b> |  | <b>\$472,915</b> |  |
|------------------------------|------------------|--|------------------|--|

|         |                  |
|---------|------------------|
| Reserve | \$234,406        |
| Revenue | \$238,510        |
|         | <u>\$472,915</u> |

**Rivers Edge II**  
**Community Development District**  
**Debt Service Fund - Series 2021**  
Statement of Revenues & Expenditures  
For The Period Ending June 30, 2023

| Description | ADOPTED<br>BUDGET | PRORATED<br>BUDGET<br>THRU 6/30/23 | ACTUAL<br>THRU 6/30/23 | VARIANCE |
|-------------|-------------------|------------------------------------|------------------------|----------|
|-------------|-------------------|------------------------------------|------------------------|----------|

**Revenues:**

|                         |           |           |           |          |
|-------------------------|-----------|-----------|-----------|----------|
| Assessment -Direct Bill | \$552,000 | \$552,000 | \$552,000 | \$0      |
| Interest Income         | \$1,500   | \$1,500   | \$16,330  | \$14,830 |

|                       |                  |                  |                  |                 |
|-----------------------|------------------|------------------|------------------|-----------------|
| <b>Total Revenues</b> | <b>\$553,500</b> | <b>\$553,500</b> | <b>\$568,330</b> | <b>\$14,830</b> |
|-----------------------|------------------|------------------|------------------|-----------------|

**Expenditures**

**Series 2021**

|               |           |           |           |     |
|---------------|-----------|-----------|-----------|-----|
| Interest 11/1 | \$173,388 | \$173,388 | \$173,388 | \$0 |
| Interest 5/1  | \$205,000 | \$205,000 | \$205,000 | \$0 |
| Principal 5/1 | \$173,388 | \$173,388 | \$173,388 | \$0 |

|                           |                  |                  |                  |            |
|---------------------------|------------------|------------------|------------------|------------|
| <b>Total Expenditures</b> | <b>\$551,775</b> | <b>\$551,775</b> | <b>\$551,775</b> | <b>\$0</b> |
|---------------------------|------------------|------------------|------------------|------------|

|                                       |                |                |                 |                 |
|---------------------------------------|----------------|----------------|-----------------|-----------------|
| <b>Excess Revenues (Expenditures)</b> | <b>\$1,725</b> | <b>\$1,725</b> | <b>\$16,555</b> | <b>\$14,830</b> |
|---------------------------------------|----------------|----------------|-----------------|-----------------|

|                                   |                |                |                 |                 |
|-----------------------------------|----------------|----------------|-----------------|-----------------|
| <b>Net Change in Fund Balance</b> | <b>\$1,725</b> | <b>\$1,725</b> | <b>\$16,555</b> | <b>\$14,830</b> |
|-----------------------------------|----------------|----------------|-----------------|-----------------|

|                                 |                  |  |                  |  |
|---------------------------------|------------------|--|------------------|--|
| <b>Fund Balance - Beginning</b> | <b>\$183,600</b> |  | <b>\$454,246</b> |  |
|---------------------------------|------------------|--|------------------|--|

|                              |                  |  |                  |  |
|------------------------------|------------------|--|------------------|--|
| <b>Fund Balance - Ending</b> | <b>\$185,325</b> |  | <b>\$470,801</b> |  |
|------------------------------|------------------|--|------------------|--|

|         |                  |
|---------|------------------|
| Reserve | \$276,000        |
| Revenue | \$194,801        |
|         | <u>\$470,801</u> |

**Rivers Edge II**  
**Community Development District**  
**Capital Reserve Fund**  
Statement of Revenues & Expenditures  
For The Period Ending June 30, 2023

| Description                           | PROPOSED<br>BUDGET | PRORATED<br>BUDGET<br>THRU 6/30/23 | ACTUAL<br>THRU 6/30/23 | VARIANCE          |
|---------------------------------------|--------------------|------------------------------------|------------------------|-------------------|
| <b><u>Revenues:</u></b>               |                    |                                    |                        |                   |
| Interest Income                       | \$0                | \$0                                | \$968                  | \$968             |
| Capital Reserve Funding               | \$75,000           | \$75,000                           | \$75,000               | \$0               |
| <b>Total Revenues</b>                 | <b>\$75,000</b>    | <b>\$75,000</b>                    | <b>\$75,968</b>        | <b>\$968</b>      |
| <b><u>Expenditures</u></b>            |                    |                                    |                        |                   |
| Repair and Replacements               | \$0                | \$0                                | \$14,333               | (\$14,333)        |
| <b>Total Expenditures</b>             | <b>\$0</b>         | <b>\$0</b>                         | <b>\$14,333</b>        | <b>(\$14,333)</b> |
| <b>Excess Revenues (Expenditures)</b> | <b>\$75,000</b>    |                                    | <b>\$61,634</b>        |                   |
| <b>Fund Balance - Beginning</b>       | <b>\$0</b>         |                                    | <b>\$75,000</b>        |                   |
| <b>Fund Balance - Ending</b>          | <b>\$75,000</b>    |                                    | <b>\$136,634</b>       |                   |

**Rivers Edge II**  
**Community Development District**  
**Capital Projects Funds**  
Statement of Revenues & Expenditures  
For The Period Ending June 30, 2023

| Description                             | SERIES<br>2020 | SERIES<br>2021     |
|---|----------------|--------------------|
| <b><u>Revenues:</u></b>                 |                |                    |
| Interest Income                         | \$159          | \$15,084           |
| <b>Total Revenues</b>                   | <b>\$159</b>   | <b>\$15,084</b>    |
| <b><u>Expenditures:</u></b>             |                |                    |
| Capital Outlay                          | \$0            | \$734,742          |
| <b>Total Expenditures</b>               | <b>\$0</b>     | <b>\$734,742</b>   |
| <b>Excess Revenues (Expenditures)</b>   | <b>\$159</b>   | <b>(\$719,658)</b> |
| <b><u>Other Sources &amp; Uses:</u></b> |                |                    |
| Transfer In/ (Out)                      | \$0            | \$0                |
| <b>Total Other Sources &amp; Uses</b>   | <b>\$0</b>     | <b>\$0</b>         |
| <b>Net Change in Fund Balance</b>       | <b>\$159</b>   | <b>(\$719,658)</b> |
| <b>Fund Balance - Beginning</b>         | <b>\$4,275</b> | <b>\$722,247</b>   |
| <b>Fund Balance - Ending</b>            | <b>\$4,434</b> | <b>\$2,589</b>     |

# Rivers Edge II

## Community Development District

### Long Term Debt Report

| <b>Series 2020 Capital Improvement Revenue Bonds</b> |  |
|--|--|
| Interest Rate:                                       | 4.5% - 5.3%                            |
| Maturity Date:                                       | 5/1/2026                               |
| Reserve Fund Definition:                             | 50% of Maximum Annual Debt at Issuance |
| Reserve Fund Requirement:                            | \$234,406                              |
| Reserve Fund Balance:                                | \$234,406                              |
| Bonds outstanding - 5/22/2020                        | \$7,165,000                            |
| Less: May 1, 2021 (Mandatory)                        | (\$115,000)                            |
| Less: May 1, 2022 (Mandatory)                        | (\$120,000)                            |
| Less: May 1, 2023 (Mandatory)                        | (\$125,000)                            |
| Current Bonds Outstanding                            | \$6,805,000                            |

| <b>Series 2021 Capital Improvement Revenue Bonds</b> |  |
|--|--|
| Interest Rate:                                       | 2.47% - 3.75%                          |
| Maturity Date:                                       | 5/1/2051                               |
| Reserve Fund Definition:                             | 50% of Maximum Annual Debt at Issuance |
| Reserve Fund Requirement:                            | \$276,000                              |
| Reserve Fund Balance:                                | \$276,000                              |
| Bonds outstanding - 4/23/2021                        | \$9,900,000                            |
| Less: May 1, 2022 (Mandatory)                        | (\$200,000)                            |
| Less: May 1, 2023 (Mandatory)                        | (\$205,000)                            |
| Current Bonds Outstanding                            | \$9,495,000                            |

**Rivers Edge II**  
**Community Development District**  
**Developer Funding**

| <b>Funding<br/>Request<br/>#</b> | <b>Date<br/>of<br/>Request</b> | <b>Wire/Check<br/>Date<br/>Received<br/>Developer</b> | <b>Total<br/>Amount<br/>Received</b> | <b>Total<br/>Funding<br/>Request<br/>FY 22</b> | <b>Total<br/>Funding<br/>Request<br/>FY 23</b> | <b>Balance<br/>(Due From<br/>Developer)/<br/>Due To Developer</b> |
|----------------------------------|--------------------------------|---|--------------------------------------|--|--|---|
| 47                               | 10/12/22                       | 11/1/22   | \$112,029.03                         | \$70,207.04                                    | \$41,821.99                                    | \$0.00  |
| 48                               | 11/8/22                        | 12/12/22  | \$172,545.92                         | \$3,463.24                                     | \$169,082.68                                   | \$0.00  |
| 49                               | 12/7/22                        | 1/3/23  | \$148,706.32                         | \$0.00   | \$148,706.32                                   | \$0.00  |
| 50                               | 1/11/23                        | 2/1/23  | \$185,019.52                         | \$0.00   | \$185,019.52                                   | \$0.00  |
| 51                               | 2/8/23                         | 3/8/23  | \$258,525.99                         | \$0.00   | \$258,525.99                                   | \$0.00  |
| 52                               | 3/8/23                         | 4/12/23   | \$140,002.65                         | \$0.00   | \$140,002.65                                   | \$0.00  |
| 53                               | 4/11/23                        | 5/2/23  | \$226,158.74                         | \$0.00   | \$226,158.74                                   | \$0.00  |
| 54                               | 5/10/23                        | 5/26/23   | \$142,620.14                         | \$0.00   | \$142,260.14                                   | \$360.00  |
| 55                               | 6/12/23                        |   | \$0.00                               | \$0.00   | \$147,693.61                                   | (\$147,693.61)  |
| <b>Total Due from Developer</b>  |                                |   |                                      | <b>\$73,670.28</b>                             | <b>\$1,459,271.64</b>                          | <b>(\$147,333.61)</b>   |

**Total Developer Contribution \$1,459,271.64**

**RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**  
**SUMMARY OF FISCAL YEAR 2022 ASSESSMENTS**  
**10/1/21 - 9/30/22**

| ASSESSED TO                 | # UNITS      | ASSESSED                            |                                     |                   |                       |
|-----------------------------|--------------|-------------------------------------|-------------------------------------|-------------------|-----------------------|
|                             |              | SERIES 2020<br>DEBT INVOICED<br>NET | SERIES 2021<br>DEBT INVOICED<br>NET | FY23 O&M          | TOTAL INVOICED<br>NET |
| MATTAMY                     | 1,377        | -                                   | 544,468.00                          | 85,518.35         | 629,986.35            |
| TOLL                        | 114          | 92,537.80                           | 7,531.84                            | 5,177.65          | 105,247.29            |
| <b>TOTAL DIRECT BILLS</b>   | <b>1,491</b> | <b>92,537.80</b>                    | <b>551,999.84</b>                   | <b>90,696.00</b>  | <b>735,233.64</b>     |
| <b>NET REVENUE TAX ROLL</b> | <b>403</b>   | <b>420,463.49</b>                   | <b>-</b>                            | <b>518,310.91</b> | <b>938,774.40</b>     |
| <b>TOTAL REVENUE</b>        | <b>1,894</b> | <b>513,001.29</b>                   | <b>551,999.84</b>                   | <b>609,006.91</b> | <b>1,674,008.04</b>   |

| RECEIVED                 |                          |                   |                     |   |
|--------------------------|--------------------------|-------------------|---------------------|---|
| SERIES 2020<br>DEBT PAID | SERIES 2021<br>DEBT PAID | O&M PAID          | TOTAL PAID          | BALANCE DUE /<br>(DISCOUNTS<br>NOT TAKEN) |
| -                        | 544,468.00               | 85,518.35         | 629,986.35          | (0.00)                                    |
| 92,537.80                | 7,531.84                 | 5,177.65          | 105,247.29          | -   |
| <b>92,537.80</b>         | <b>551,999.84</b>        | <b>90,696.00</b>  | <b>735,233.64</b>   | <b>(0.00)</b>                             |
| 423,797.40               | -                        | 522,420.66        | 946,218.06          | (7,443.66)                                |
| <b>516,335.20</b>        | <b>551,999.84</b>        | <b>613,116.66</b> | <b>1,681,451.70</b> | <b>(7,443.66)</b>                         |

|                                      |                |                |                |                |
|--------------------------------------|----------------|----------------|----------------|----------------|
| <b>DIRECT BILL PERCENT COLLECTED</b> | <b>100.00%</b> | <b>100.00%</b> | <b>100.00%</b> | <b>100.00%</b> |
| <b>TAX ROLL PERCENT COLLECTED</b>    | <b>45.14%</b>  | <b>0.00%</b>   | <b>100.79%</b> | <b>100.79%</b> |
| <b>TOTAL PERCENT COLLECTED</b>       | <b>100.65%</b> | <b>100.00%</b> | <b>100.67%</b> | <b>100.44%</b> |

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2022, 25% due February 1, 2023 and 25% due May 1, 2023  
Operations and maintenance assessments – 50% on October 31, 2022, 25% on November 30, 2022 and 25% on December 31, 2022

| SUMMARY OF TAX ROLL RECEIPTS   |            |                   |                     |                     |                   |
|--------------------------------|------------|-------------------|---------------------|---------------------|-------------------|
| ST JOHNS COUNT DIST.           | DATE       | TOTAL<br>AMOUNT   | SERIES 2020<br>DEBT | SERIES 2021<br>DEBT | O&M               |
| 1                              | 11/2/2022  | 943.72            | 422.68              | -                   | 521.04            |
| 2                              | 11/17/2022 | 54,958.09         | 24,614.93           | -                   | 30,343.16         |
| 3                              | 11/28/2022 | 71,783.80         | 32,150.93           | -                   | 39,632.87         |
| 4                              | 12/12/2022 | 100,166.60        | 44,863.17           | -                   | 55,303.43         |
| 5                              | 12/15/2022 | 97,061.07         | 43,472.25           | -                   | 53,588.82         |
| 6                              | 1/20/2023  | 203,841.61        | 91,297.71           | -                   | 112,543.90        |
| INTEREST                       | 2/1/2023   | 1,255.51          | 562.32              | -                   | 693.19            |
| 7                              | 2/21/2023  | 296,773.86        | 132,920.73          | -                   | 163,853.13        |
| 8                              | 3/30/2023  | 18,346.96         | 8,217.34            | -                   | 10,129.62         |
| INTEREST                       | 4/6/2023   | 723.53            | 324.06              | -                   | 399.47            |
| 9                              | 5/8/2023   | 98,693.63         | 44,203.45           | -                   | 54,490.18         |
| TAX CERTIFICATES               | 6/15/2023  | 1,669.68          | 747.83              | -                   | 921.85            |
|                                |            |                   | -                   | -                   | -                 |
|                                |            |                   | -                   | -                   | -                 |
|                                |            |                   | -                   | -                   | -                 |
|                                |            |                   | -                   | -                   | -                 |
| <b>TOTAL TAX ROLL RECEIPTS</b> |            | <b>946,218.06</b> | <b>423,797.40</b>   | <b>-</b>            | <b>522,420.66</b> |

*C.*



# Rivers Edge II

## Community Development District

### Check Run Summary

June 30, 2023

| Fund                        | Date    | Check No. | Amount                  |
|-----------------------------|---------|-----------|-------------------------|
| <b>General Fund</b>         |         |           |                         |
| <i>Accounts Payable</i>     | 6/27/23 | 1293-1317 | \$ 152,335.51           |
|                             |         |           | <hr/>                   |
|                             |         |           | Sub-Total \$ 152,335.51 |
| <b>Capital Reserve Fund</b> |         |           |                         |
| <i>Accounts Payable</i>     |         |           | \$ -                    |
|                             |         |           | <hr/>                   |
|                             |         |           | Sub-Total \$ -          |
|                             |         |           | <hr/>                   |
| <b>Total</b>                |         |           | <b>\$ 152,335.51</b>    |

\*\*\* CHECK NOS. 001293-001317

RIVERS EDGE II - GENERAL FUND  
BANK A RIVERS EDGE II CDD

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME                         | STATUS | AMOUNT   | ....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|-------------------------------------|--------|----------|----------------------------|
| 6/27/23       | 00112 | 5/11/23 24304                     | 202305 320-57200-60000                           | T.V. SERVICE CALL                   | *      | 352.50   |                            |
|               |       |                                   |  | ATLANTIC HOME TECHNOLOGIES INC      |        |          | 352.50 001293              |
| 7/24/23       | 00112 | 5/11/23 24304                     | 202305 320-57200-60000                           | T.V. SERVICE CALL                   | V      | 352.50-  |                            |
|               |       |                                   |  | ATLANTIC HOME TECHNOLOGIES INC      |        |          | 352.50-001293              |
| 6/27/23       | 00112 | 5/17/23 24382                     | 202305 320-57200-60000                           | WIFI SERVICE CALL                   | *      | 864.00   |                            |
|               |       |                                   |  | ATLANTIC HOME TECHNOLOGIES INC      |        |          | 864.00 001294              |
| 6/27/23       | 00115 | 6/10/23 06102023                  | 202306 320-57200-49400                           | OUTDOOR MOVIE EVENT                 | *      | 350.00   |                            |
|               |       |                                   |  | BOUNCERS, SLIDES, AND MORE INC      |        |          | 350.00 001295              |
| 6/27/23       | 00030 | 6/01/23 48227                     | 202306 320-57200-46800                           | JUN LAKE MAINTENANCE                | *      | 1,889.00 |                            |
|               |       |                                   |  | CHARLES AQUATICS, INC.              |        |          | 1,889.00 001296            |
| 6/27/23       | 00079 | 5/31/23 0F616342                  | 202305 320-57200-60000                           | KITCHEN INSPECT                     | *      | 582.21   |                            |
|               |       |                                   |  | CINTAS FIRE 636525                  |        |          | 582.21 001297              |
| 6/27/23       | 00102 | 5/24/23 51598589                  | 202305 320-57200-60000                           | FIRST AID SUPPLIES                  | *      | 89.27    |                            |
|               |       |                                   |  | CINTAS                              |        |          | 89.27 001298               |
| 6/27/23       | 00162 | 5/10/23 23219156                  | 202305 320-57200-60000                           | PREVIOUS BALANCE                    | *      | 168.91   |                            |
|               |       | 5/10/23 23219156                  | 202305 320-57200-60000                           | 5G SPRING WATER X5                  | *      | 64.94    |                            |
|               |       |                                   |  | CRYSTAL SPRINGS                     |        |          | 233.85 001299              |
| 6/27/23       | 00162 | 6/07/23 23219156                  | 202306 320-57200-60000                           | 5G SPRING WATER X3                  | *      | 30.96    |                            |
|               |       |                                   |  | CRYSTAL SPRINGS                     |        |          | 30.96 001300               |
| 6/27/23       | 00036 | 5/26/23 3623                      | 202305 320-57200-60000                           | OUT FALL STRUCTURE WORK             | *      | 800.00   |                            |
|               |       |                                   |  | G & G EXCAVATION & CONSTRUCTION INC |        |          | 800.00 001301              |
| 6/27/23       | 00002 | 6/01/23 66                        | 202306 310-51300-34000                           | JUN MANAGEMENT FEES                 | *      | 2,916.67 |                            |
|               |       | 6/01/23 66                        | 202306 310-51300-35100                           | JUN WEBSITE ADMIN                   | *      | 100.00   |                            |

RED2 RIVERS EDGE II OKUZMUK

AP300R  
\*\*\* CHECK NOS. 001293-001317

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
RIVERS EDGE II - GENERAL FUND  
BANK A RIVERS EDGE II CDD

RUN 8/04/23

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| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME                      | STATUS | AMOUNT   | .....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|----------|-----------------------------|
|               |       | 6/01/23 66                        | 202306 310-51300-35100                           |                                  | *      | 150.00   |                             |
|               |       |                                   | JUN INFORMATION TECH                             |                                  |        |          |                             |
|               |       | 6/01/23 66                        | 202306 310-51300-32400                           |                                  | *      | 416.67   |                             |
|               |       |                                   | JUN DISSEMINATION SERVICE                        |                                  |        |          |                             |
|               |       | 6/01/23 66                        | 202306 310-51300-51000                           |                                  | *      | .84      |                             |
|               |       |                                   | OFFICE SUPPLIES                                  |                                  |        |          |                             |
|               |       | 6/01/23 66                        | 202306 310-51300-42000                           |                                  | *      | 16.80    |                             |
|               |       |                                   | POSTAGE  |                                  |        |          |                             |
|               |       | 6/01/23 66                        | 202306 310-51300-42500                           |                                  | *      | 81.75    |                             |
|               |       |                                   | COPIES   |                                  |        |          |                             |
|               |       |                                   |  | GOVERNMENTAL MANAGEMENT SERVICES |        |          | 3,682.73 001302             |
| 6/27/23 00081 |       | 5/23/23 S-15947                   | 202305 320-57200-60000                           |                                  | *      | 1,189.62 |                             |
|               |       |                                   | A/C SERVICE CALL                                 |                                  |        |          |                             |
|               |       |                                   |  | HOWARD SERVICES INC              |        |          | 1,189.62 001303             |
| 6/27/23 00127 |       | 1/17/23 2474                      | 202301 320-57200-46300                           |                                  | *      | 486.36   |                             |
|               |       |                                   | ACCESS CARDS                                     |                                  |        |          |                             |
|               |       |                                   |  | INTEGRATED ACCESS SOLUTIONS      |        |          | 486.36 001304               |
| 6/27/23 00120 |       | 6/02/23 6709                      | 202304 310-51300-31500                           |                                  | *      | 1,363.44 |                             |
|               |       |                                   | APR GENERAL COUNSEL                              |                                  |        |          |                             |
|               |       |                                   |  | KILINSKI VAN WYK PLLC            |        |          | 1,363.44 001305             |
| 6/27/23 00053 |       | 5/22/22 200090                    | 202304 320-57200-49400                           |                                  | *      | 275.00   |                             |
|               |       |                                   | DJ FOR MUSIC BINGO                               |                                  |        |          |                             |
|               |       | 5/22/22 200090                    | 202304 320-57200-49400                           |                                  | *      | 275.00   |                             |
|               |       |                                   | DJ FOR MUSIC BINGO                               |                                  |        |          |                             |
|               |       | 5/22/23 200485                    | 202305 320-57200-49400                           |                                  | *      | 275.00   |                             |
|               |       |                                   | DJ FOR MUSIC BINGO 5/11                          |                                  |        |          |                             |
|               |       | 5/22/23 200485                    | 202305 320-57200-49400                           |                                  | *      | 275.00   |                             |
|               |       |                                   | DJ FOR MUSIC BINGO 5/25                          |                                  |        |          |                             |
|               |       | 6/22/23 201234                    | 202306 320-57200-49400                           |                                  | *      | 275.00   |                             |
|               |       |                                   | DJ FOR MUSIC BINGO 6/8                           |                                  |        |          |                             |
|               |       | 6/22/23 201234                    | 202306 320-57200-49400                           |                                  | *      | 275.00   |                             |
|               |       |                                   | DJ FOR MUSIC BINGO 6/22                          |                                  |        |          |                             |
|               |       |                                   |  | LIVE ENTERTAINMENT SOLUTIONS     |        |          | 1,650.00 001306             |
| 6/27/23 00164 |       | 6/22/23 PFS10586                  | 202306 320-57200-60000                           |                                  | *      | 4,900.08 |                             |
|               |       |                                   | POOL CHAISE LOUNGE X7                            |                                  |        |          |                             |
|               |       |                                   |  | POOL FURNITURE SUPPLY            |        |          | 4,900.08 001307             |
| 6/27/23 00006 |       | 6/01/23 13129561                  | 202306 320-57200-46200                           |                                  | *      | 1,040.71 |                             |
|               |       |                                   | JUN POOL CHEMICALS                               |                                  |        |          |                             |
|               |       |                                   |  | POOLSURE                         |        |          | 1,040.71 001308             |
|               |       |                                   |  |                                  |        |          |                             |
|               |       |                                   |  | RED2 RIVERS EDGE II OKUZMUK      |        |          |                             |

AP300R  
\*\*\* CHECK NOS. 001293-001317

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
RIVERS EDGE II - GENERAL FUND  
BANK A RIVERS EDGE II CDD

RUN 8/04/23

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| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME                  | STATUS | AMOUNT    | .....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|------------------------------|--------|-----------|-----------------------------|
| 6/27/23       | 00012 | 6/01/23 CS-2023-                  | 202306 320-57200-49100                           |                              | *      | 59,465.67 |                             |
|               |       |                                   | CS LANDSCAPE JUNE 2023                           |                              |        |           |                             |
|               |       |                                   |  | RIVERS EDGE CDD              |        |           | 59,465.67 001309            |
| 6/27/23       | 00117 | 5/25/23 2870                      | 202305 320-57200-49400                           |                              | *      | 450.00    |                             |
|               |       |                                   | MARK O'QUINN 5/27/23                             |                              |        |           |                             |
|               |       | 5/25/23 2870                      | 202305 320-57200-49400                           |                              | *      | 450.00    |                             |
|               |       |                                   | JAY PEELE 5/28/23                                |                              |        |           |                             |
|               |       | 5/25/23 2870                      | 202305 320-57200-49400                           |                              | *      | 450.00    |                             |
|               |       |                                   | DALTON AMMERMAN 5/29/23                          |                              |        |           |                             |
|               |       | 5/25/23 2873                      | 202305 320-57200-49400                           |                              | *      | 1,500.00  |                             |
|               |       |                                   | JAVIER PEREZ DUO 5/5/23                          |                              |        |           |                             |
|               |       |                                   |  | S.S. LIVE ENTERTAINMENT LLC  |        |           | 2,850.00 001310             |
| 6/27/23       | 00163 | 5/26/23 000077                    | 202306 320-57200-49400                           |                              | *      | 800.00    |                             |
|               |       |                                   | EVENT 6/16/23                                    |                              |        |           |                             |
|               |       |                                   |  | TASTEFULL LLC                |        |           | 800.00 001311               |
| 6/27/23       | 00011 | 5/16/23 61726778                  | 202305 320-57200-43500                           |                              | *      | 115.21    |                             |
|               |       |                                   | MAY PEST CONTROL                                 |                              |        |           |                             |
|               |       |                                   |  | TURNER PEST CONTROL          |        |           | 115.21 001312               |
| 6/27/23       | 00123 | 5/30/23 6938284                   | 202305 310-51300-32300                           |                              | *      | 1,562.50  |                             |
|               |       |                                   | FY23 TRUSTEE FEES                                |                              |        |           |                             |
|               |       | 5/30/23 6938284                   | 202305 300-15500-10000                           |                              | *      | 2,187.50  |                             |
|               |       |                                   | FY24 TRUSTEE FEES                                |                              |        |           |                             |
|               |       | 5/30/23 6938284                   | 202305 310-51300-32300                           |                              | *      | 290.63    |                             |
|               |       |                                   | INCIDENTAL EXPENSES                              |                              |        |           |                             |
|               |       |                                   |  | U.S. BANK                    |        |           | 4,040.63 001313             |
| 6/27/23       | 00010 | 5/31/23 410737                    | 202305 320-57200-34000                           |                              | *      | 193.72    |                             |
|               |       |                                   | MAY BILLABLE MILEAGE                             |                              |        |           |                             |
|               |       |                                   |  | VESTA PROPERTY SERVICES, INC |        |           | 193.72 001314               |
| 6/27/23       | 00010 | 6/01/23 410604                    | 202306 320-57200-34300                           |                              | *      | 3,767.58  |                             |
|               |       |                                   | JUN FIELD OPS MANAGER                            |                              |        |           |                             |
|               |       | 6/01/23 410604                    | 202306 320-57200-34000                           |                              | *      | 4,871.75  |                             |
|               |       |                                   | JUN GENERAL MANAGER                              |                              |        |           |                             |
|               |       | 6/01/23 410604                    | 202306 320-57200-34100                           |                              | *      | 8,908.50  |                             |
|               |       |                                   | JUN HOSPITALITY SERVICES                         |                              |        |           |                             |
|               |       | 6/01/23 410604                    | 202306 320-57200-34200                           |                              | *      | 6,378.42  |                             |
|               |       |                                   | JUN COMMUNITY MAINT STAFF                        |                              |        |           |                             |
|               |       | 6/01/23 410604                    | 202306 320-57200-46200                           |                              | *      | 834.33    |                             |
|               |       |                                   | JUN POOL MAINTENANCE                             |                              |        |           |                             |
|               |       | 6/01/23 410604                    | 202306 320-57200-51200                           |                              | *      | 2,583.58  |                             |
|               |       |                                   | JUN JANITORIAL MAINT                             |                              |        |           |                             |

RED2 RIVERS EDGE II OKUZMUK

AP300R  
\*\*\* CHECK NOS. 001293-001317

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER  
RIVERS EDGE II - GENERAL FUND  
BANK A RIVERS EDGE II CDD

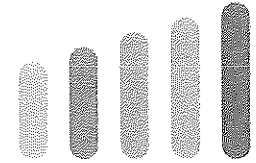
RUN 8/04/23

PAGE 4

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME                  | STATUS | AMOUNT     | .....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|------------------------------|--------|------------|-----------------------------|
|               |       | 6/01/23                           | 410604   | 202306 320-57200-34000       | *      | 3,085.50   |                             |
|               |       |                                   |  | JUN LIFESTYLE MANAGER        |        |            |                             |
|               |       | 6/01/23                           | 410604   | 202306 320-57200-34400       | *      | 1,575.83   |                             |
|               |       |                                   |  | JUN ADMIN SERVICES           |        |            |                             |
|               |       |                                   |  | VESTA PROPERTY SERVICES, INC |        |            | 32,005.49 001315            |
| 6/27/23       | 00150 | 3/06/23                           | 432  | 202305 320-57200-49400       | *      | 400.00     |                             |
|               |       |                                   |  | MUSICIAN 4/7/23              |        |            |                             |
|               |       | 3/06/23                           | 432  | 202305 320-57200-49400       | *      | 400.00     |                             |
|               |       |                                   |  | MUSICIAN 5/5/23              |        |            |                             |
|               |       | 3/06/23                           | 432  | 202305 320-57200-49400       | *      | 400.00     |                             |
|               |       |                                   |  | MUSICIAN 6/2/23              |        |            |                             |
|               |       | 5/31/23                           | 437  | 202306 320-57200-49400       | *      | 400.00     |                             |
|               |       |                                   |  | MUSICIAN 7/7/23              |        |            |                             |
|               |       |                                   |  | WEINGLASS MUSIC              |        |            | 1,600.00 001316             |
| 6/27/23       | 00131 | 5/12/23                           | JAX52775   | 202304 320-57200-46102       | *      | 798.00     |                             |
|               |       |                                   |  | APR IRRIGATION REPAIRS       |        |            |                             |
|               |       | 5/12/23                           | JAX52775   | 202304 320-57200-46102       | *      | 388.50     |                             |
|               |       |                                   |  | APR IRRIGATION REPAIRS       |        |            |                             |
|               |       | 6/01/23                           | JAX53846   | 202306 320-57200-46100       | *      | 30,926.06  |                             |
|               |       |                                   |  | JUN LANDSCAPE MAINTENANCE    |        |            |                             |
|               |       |                                   |  | YELLOWSTONE LANDSCAPE        |        |            | 32,112.56 001317            |
|               |       |                                   |  |                              |        |            |                             |
|               |       |                                   |  | TOTAL FOR BANK A             |        | 152,335.51 |                             |
|               |       |                                   |  | TOTAL FOR REGISTER           |        | 152,335.51 |                             |

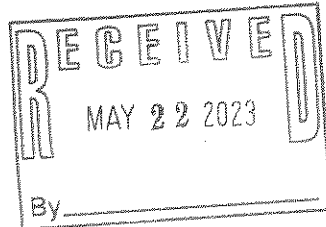
RED2 RIVERS EDGE II OKUZMUK

Atlantic Home Technologies, Inc.  
5269 Hood Road  
Jacksonville, FL 32257  
904-619-7355  
accounting@atlantichometech.com



# FIVE SMOOTH STONES

SMART HOME SOLUTIONS  
*Simplify Your Life.*



## Invoice

**BILL TO:**

**Rivertown Clubhouse**  
Mattamy  
Rivers Edge CDD II  
475 West Town Place Suite 114  
St. Augustine, FL 32092  
(904) 679-5523  
jdavidson@vestapropertyservices.com

**SHIP TO:**

**Rivertown Clubhouse**  
Mattamy  
Rivertown RiverClub  
160 Riverglad Run  
St Johns, FL 32259  
(904) 679-5523  
jdavidson@vestapropertyservices.com

**Invoice #:** 24304  
**RECUR360 Transaction #:**  
4622005625421824  
**Customer Account #:** 11246  
**Invoice Date:** 5/11/2023  
**Due Date:** 5/26/2023  
**Terms:** Net 15  
**Account Balance:** \$352.50

| ITEM  | QTY  | RATE   | AMOUNT    |
|---|------|--------|-----------|
| <b>SVC-Labor</b>                            | 2.35 | 150.00 | \$352.50  |
| One (1) Hour Labor                          |      |        |           |
| <b>SVC-Trip</b>                             | 1.0  | 120.00 | \$120.00  |
| Trip Charge                                 |      |        |           |
| <b>SVC-Trip</b>                             | -1.0 | 120.00 | -\$120.00 |
| Trip Charge - Builder Relationship Discount |      |        |           |

We are experiencing technical difficulties with our TVs at the RiverClub here at RiverTown. The picture on several TV's is a weird color. need to add to this ticket for we are now experiencing WI-FI issues as well.

Approved RECDD II R&R IT  
Submitted to AP on 5-22-2023  
By Jason Davidson

*Jason Davidson*

1.32.572.60  
112

**TAX (6.5%):** \$0.00  
**TOTAL:** \$352.50  
**TOTAL AMOUNT PAID:** \$0.00

BALANCE DUE:

\$352.50

Atlantic Home Technologies, Inc.  
5269 Hood Road  
Jacksonville, FL 32257  
904-619-7355  
accounting@atlantichometech.com



FIVE  
SMOOTH  
STONES

SMART HOME SOLUTIONS  
*Simplify Your Life.*

Invoice

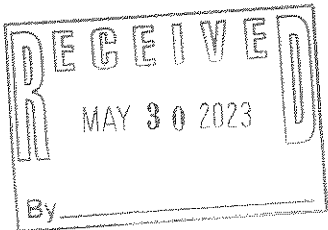
**BILL TO:** **SHIP TO:**

|  |  |
|--|--|
| <b>Rivertown Clubhouse</b><br>Mattamy<br>Rivers Edge CDD II<br>475 West Town Place Suite 114<br>St. Augustine, FL 32092<br>(904) 679-5523<br>jdavidson@vestapropertyservices.com | <b>Rivertown Clubhouse</b><br>Mattamy<br>Rivertown RiverClub<br>160 Riverglad Run<br>St Johns, FL 32259<br>(904) 679-5523<br>jdavidson@vestapropertyservices.com |
|--|--|

**Invoice #:** 24382  
**RECUR360 Transaction #:**  
5659434977329152  
**Customer Account #:** 11246  
**Invoice Date:** 5/17/2023  
**Due Date:** 5/17/2023  
**Account Balance:** \$1,216.50

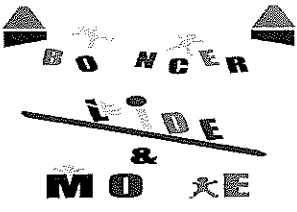
| ITEM  | QTY  | RATE   | AMOUNT   |
|---|------|--------|----------|
| <b>SVC-Labor</b>  | 5.76 | 150.00 | \$864.00 |
| One (1) Hour Labor  |      |        |          |
| Switch has been replaced and they are still having wifi issues. Please diagnose and repair. |      |        |          |

1.32.572.60  
112



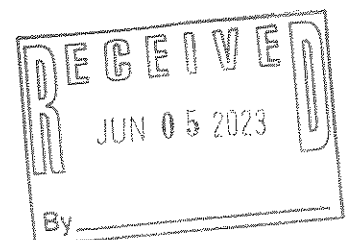
|                           |                 |
|---------------------------|-----------------|
| <b>TAX (6.5%):</b>        | \$0.00          |
| <b>TOTAL:</b>             | \$864.00        |
| <b>TOTAL AMOUNT PAID:</b> | \$0.00          |
| <b>BALANCE DUE:</b>       | <b>\$864.00</b> |



|   |                      |   |             |  |                 |                 |
|---|----------------------|---|-------------|--|-----------------|-----------------|
|                                    |                      | Bouncers, Slides, and More Inc.<br>1915 Bluebonnet Way<br>Fleming Island, FL<br>32003 |             | <b>Invoice</b><br>Date: June 10th, 2023<br>Invoice Number: 06102023.08 |                 |                 |
| <u>Name / Address</u><br>Attn:<br>River's Edge CDD 2<br>475 West Town Place<br>Suite 114<br>St. Augustine, FL 32092 |                      | <u>Additional Details</u>   |             |  |                 |                 |
|   | <u>Description</u>   | <u>Quantity</u>   | <u>Rate</u> | <u>Discount</u>  | <u>SubTotal</u> | <u>Extended</u> |
| 1   | Outdoor Movie (Jaws) | 1   | \$500.00    |  | \$350.00        | \$350.00        |
| 2   |                      |   |             |  |                 |                 |
| 3   |                      |   |             |  |                 |                 |
| 4   |                      |   |             |  |                 |                 |
| 5   |                      |   |             |  |                 |                 |
| 6   |                      |   |             |  |                 |                 |
| 7   |                      |   |             |  |                 |                 |
| 8   |                      |   |             |  |                 |                 |
| 9   |                      |   |             |  |                 |                 |
| 10  |                      |   |             |  |                 |                 |
| 11  |                      |   |             |  |                 |                 |
| 12  |                      |   |             |  |                 |                 |
| 13  |                      |   |             |  |                 |                 |
| 14  |                      |   |             |  |                 |                 |
| 15  |                      |   |             |  |                 |                 |
| 16  |                      |   |             |  |                 |                 |
| 17  |                      |   |             |  |                 |                 |
| 18  |                      |   |             |  |                 |                 |
| 19  |                      |   |             |  |                 |                 |
| 20  |                      |   |             |  |                 |                 |
| <u>Comments:</u>  |                      | Subtotal  |             |  |                 | \$350.00        |
|   |                      | Sales Tax (0.0%)  |             |  |                 | n/a             |
|   |                      | <b>Total</b>  |             |  |                 | \$350.00        |

Approved Special Events RECDD II  
 Submitted to AP on 6-5-2023  
 by Jason Davidson

*Jason Davidson*  
 1-32-572-494  
 115



Charles Aquatics, Inc.

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

# Invoice

| Date     | Invoice # |
|----------|-----------|
| 6/1/2023 | 48227     |

|  |
|--|
| Bill To  |
| Rivers Edge CDD II<br>475 West Town Place, Suite 114<br>St Augustine, FL 32092 |

|          |
|----------|
| Due Date |
| 7/1/2023 |

|          |
|----------|
| Vendor # |
|          |

| Qty   | Description   | Rate               | Amount     |
|---|---|--------------------|------------|
| 1   | Monthly Aquatic Management Services - 12 ponds at Water Song and 3 Ponds on Keystone Corners Blvd | 1,382.00           | 1,382.00   |
| 1   | Monthly Aquatic Management Services - 5 ponds at High Pointe                                      | 417.00             | 417.00     |
| 1   | Monthly Aquatic Management Services - 2 ponds at RiverClub  | 90.00              | 90.00      |
| <p>Approved RECDD II<br/>Submitted to AP on 6-1-2023<br/>by Jason Davidson<br/><i>Jason Davidson</i><br/>1-32-572-468<br/>30</p> <p>RECEIVED<br/>JUN 01 2023<br/>By _____</p> |   |                    |            |
| Thank you for doing business with us!   |   | <b>Balance Due</b> | \$1,889.00 |



Location : CINTAS FIRE PROTECTION

\*\*\* INVOICE CUSTOMER COPY \*\*\*

Invoice # : 0F61634275 Inv Date : 5/31/2023  
Customer : 34725 Loc : F61  
Type : CHG-S Route : 23  
PO Number : Acct # : 34725  
WO Number : Acct Zip : 32259  
Service Visit : 9252699

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

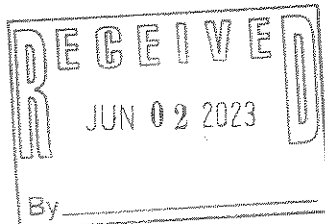
Bill to:  
RIVER CLUB  
160 RIVER GLADE RUN  
ST. JOHNS, FL 32259

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

| Item        | Qty | Description                | Unit Price | Net Amount | Tx |
|-------------|-----|----------------------------|------------|------------|----|
| EELINK      | 5   | FUSIBLE LINK HEAT DETECTOR | 25.95      | 129.75     | Y  |
| INKS        | 1   | INSPECTION KITCHEN SYSTEM  | 325.95     | 325.95     | Y  |
| SC          | 1   | Service Charge             | 126.51     | 126.51     | Y  |
| SUB-TOTAL : |     |                            |            | 582.21     |    |
| TAX :       |     |                            |            | 43.67      |    |
| TOTAL :     |     |                            |            | 625.88     |    |

CINTAS FIRE PROTECTION  
#98454000012007  
#98452300012007  
#502087000199  
EF20000872

PLEASE PAY FROM THIS INVOICE  
PLEASE INCLUDE INVOICE NUMBER WHEN MAILING PAYMENT  
TO MAKE PAYMENT OR FOR ANY QUESTIONS  
PLEASE CALL 570.891.0476  
WE ACCEPT VISA/MC/AMEX DISCOVER AND CHECK BY PHONE



Approved RECDD II  
Cafe Kitchen Inspection  
Submitted to AP on 6-2-2023  
by Jason Davidson

*Jason Davidson*  
1-32-572-60  
79



Customer: RIVER CLUB 34725

Collected: \$0.0

PO#:

Signer: Richard Iosco

Invoice: 694275

Authorizer: Richard Iosco

A large, stylized handwritten signature in black ink, appearing to read "R. Iosco".



## FIRE PROTECTION SERVICES GENERAL TERMS AND CONDITIONS

The terms and conditions below are excerpts taken from Cintas Fire Protection Services General Terms and Conditions, a complete copy of which is available upon request from your Cintas representative or online at [Cintas.com/firecontract].

13. Equipment Exchange. Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title, and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES,

OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANYWAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.



READY FOR THE WORKDAY

SVC/BILLING QUESTIONS : (904)562-7000  
FAX : (904)562-7020  
PAYMENT INQUIRY : (888)994-2468  
ROUTE # : LOC #0292 ROUTE 0009 T026

VIEW & PAY YOUR BILLS ONLINE [WWW.CINTAS.COM/MYACCOUNT](http://WWW.CINTAS.COM/MYACCOUNT)

REMIT TO: CINTAS  
P.O. Box 631025  
CINCINNATI, OH 45263-1025

# INVOICE

PLEASE PAY DIRECTLY FROM THIS INVOICE

View our catalog



RIVERS EDGE 2.  
RIVERS EDGE COMMUNITY DEVELOP DISTRICT  
160 RIVERGLADE RUN  
ST. JOHNS, FL 32259  
865-935-4570

INVOICE # : 5159858964  
DATE : 05/24/2023  
PO # : N/A  
STORE # :  
CUSTOMER # : 12663109  
PAYER # : 10596960  
SVC ORDER # : 8034214030  
CREDIT TERMS : NET 30 DAYS

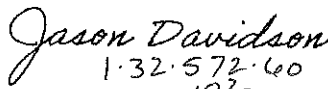
| MATERIAL #                | DESCRIPTION                      | QTY | UNIT PRICE  | EXT PRICE | TAX |
|---------------------------|----------------------------------|-----|-------------|-----------|-----|
| <b>9585183</b>            | <b>FRONT OFFICE F A 02542025</b> |     |             |           |     |
| 110                       | SERVICE ACKNOWLEDGEMENT          | 1   | \$0.00      | \$0.00    | N   |
| 120                       | CABINET ORGANIZED                | 1   | \$0.00      | \$0.00    | N   |
| 130                       | EXPIRATION DATES CHECKED         | 1   | \$0.00      | \$0.00    | N   |
| 132                       | BBP KIT CHECKED                  | 1   | \$0.00      | \$0.00    | N   |
| 33129                     | QUIKHEAL F/P BANDAGES MED        | 1   | \$19.87     | \$19.87   | N   |
| 43658                     | WATERPROOF CLEAR STRIPS          | 1   | \$15.29     | \$15.29   | N   |
| 50430                     | ALCOHOL SWABS SMALL              | 1   | \$7.58      | \$7.58    | N   |
| 55555                     | HARD SURFACE DISINFEC SVC        | 1   | \$10.45     | \$10.45   | N   |
| 91019                     | COLD PACK, SMALL, 1/BOX          | 1   | \$6.81      | \$6.81    | N   |
| 92019                     | COLD PACK, LARGE, 1/BOX          | 1   | \$8.32      | \$8.32    | N   |
| COMPONENT SUBTOTAL :      |                                  |     |             | \$68.32   |     |
| <b>9605930</b>            | <b>KITCHEN #7873 400075028</b>   |     |             |           |     |
| 110                       | SERVICE ACKNOWLEDGEMENT          | 1   | \$0.00      | \$0.00    | N   |
| 160                       | AED CHECKED (NO CHARGE)          | 1   | \$0.00      | \$0.00    | N   |
| 564462                    | AED BATTERY CHECKED              | 1   | \$0.00      | \$0.00    | N   |
| 564463                    | AED PADS CHECKED                 | 1   | \$0.00      | \$0.00    | N   |
| COMPONENT SUBTOTAL :      |                                  |     |             | \$0.00    |     |
| <b>999900999</b>          | <b>Other</b>                     |     |             |           |     |
| 400                       | SERVICE CHARGE                   | 1   | \$20.95     | \$20.95   | N   |
| REMIT TO: CINTAS          |                                  |     | SUB-TOTAL : | \$89.27   |     |
| P.O. Box 631025           |                                  |     | TAX :       | \$0.00    |     |
| CINCINNATI, OH 45263-1025 |                                  |     | TOTAL :     | \$89.27   |     |

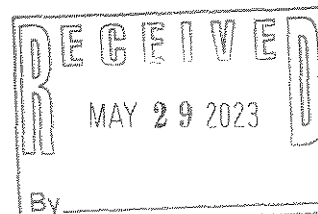
SIGNATURE :  DATE: 5/24/23

NAME (please print clearly): Ken Council

Thank you for your business. It's been our pleasure to serve you and get you Ready for the Workday®.

Approved RECDD II First Aid Supplies  
Submitted to AP on 5-29-2023  
by Jason Davidson

  
1-32-572-60  
102



## Upcoming Delivery Dates

|                 |                  |                  |
|-----------------|------------------|------------------|
| <u>May 2023</u> | <u>June 2023</u> | <u>July 2023</u> |
| Wednesday 24    | Wednesday 21     | Wednesday 19     |

Crystal  
SPRINGS

Bottled Water \* Filtration \* Coffee

Refresh your beverage options and save \$2 per case of Hint Water! Perfectly flavored with real fruit essences, Hint Water is available in two variety packs and a carton variety pack for kids! Limited time only. Add to your order on [water.com/myaccount](http://water.com/myaccount).

Customer Account#: 976071223219156

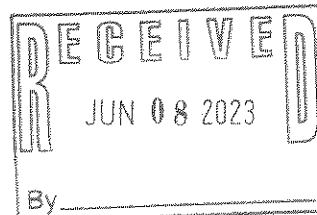
RIVER CLUB AT RIVER TOWN  
160 RIVERGLADE RUN  
SAINT JOHNS, FL 32259

Invoice Date: 05-10-23  
Invoice #: 23219156 051023  
Purchase Order #:

| Date     | Transaction # | Details                           | Qt y. | Each  | Amount        |
|----------|---------------|-----------------------------------|-------|-------|---------------|
|          |               | <b>Previous Balance</b>           |       |       | <b>168.91</b> |
|          |               | Payment                           |       |       | 0.00          |
|          |               | Remaining Balance                 |       |       | 168.91        |
| 04-26-23 | T231166970016 | CRYSTAL SPRINGS 5G PURIFIED WATER | 5     | 7.99  | 39.95         |
|          |               | 5.0 GALLON BOTTLE DEPOSIT         | 5     | 6.00  | 30.00         |
|          |               | 5.0 GALLON BOTTLE RETURN          | -3    | 6.00  | -18.00        |
|          |               | DELIVERY FEE                      | 1     | 12.99 | 12.99         |
|          |               | Sales Tax                         |       |       | 0.98          |
|          |               |                                   |       |       | <b>65.92</b>  |

Rec'd By:

1-32-572-60  
162



Did you know that in addition to the top left corner of this bill, you can also find your delivery schedule at [water.com/myaccount](http://water.com/myaccount)? Online you can also easily skip or add a delivery as needed.

Previous Balance  
**\$168.91**

Payment  
**\$0.00**

Total New Charges  
**\$80.96**

Pay This Amount  
**\$249.87**

30356-P-0040

Write the complete account number on your check. Detach remittance and mail with payment in the enclosed envelope. To pay online go to [www.water.com](http://www.water.com)

Crystal  
SPRINGS

200 Eagles Landing Blvd  
Lakeland, FL 33810

Customer Account#: 976071223219156  
Due By: Upon Receipt  
Late Fees May Apply After: 06-02-23  
Total Amount Due: \$249.87

☐ Check here and see reverse for address and phone corrections.

\$

↓ Mail Remittance With Payment To: ↓

|||||  
RIVER CLUB AT RIVER TOWN  
KEVIN MCKENDREE  
475 W TOWN PLACE  
RIVERS EDGE 2 STE 114  
SAINT AUGUSTINE, FL 32092

|||||  
CRYSTAL SPRINGS  
PO BOX 660579  
DALLAS, TX 75266-0579

020310 100124 09760712232191568 0024987 0 0008096 5 6

Invoice #:23219156 051023

Approved RECDD2  
Submitted to AP 6.8.23  
By Kevin McKendree  
*Kevin McKendree*



### Important Monthly Message

[illegible]

**Important Monthly Promotions:**  
Register online for access to your account. You can view and pay your bill, check delivery schedule and order products all online.

**Bottle Deposits:**  
Highlights bottle deposits and returns.

**Easy to Pay:**  
Pay your invoice through the mail, online at [www.water.com](http://www.water.com) or call us to expedite your remittance with automatic credit card payments

**Mail Remittance With Payment To:**  
Please detach remittance and mail  
using business envelope provided.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the amount of your bill that is not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

If your check is returned for insufficient or uncollected funds (NSF), your signature on your check gives us permission to debit your checking account electronically for the uncollected amount. Payment by check constitutes your acceptance of these terms.

**We appreciate your business.**

**As a food product, bottled water is subject to rules and regulations promulgated by the Federal Food and Drug Administration (FDA). For further information, please write DS Services of America, Inc. at P.O. Box 660579, Dallas, TX 75266-0579.**

Please print only new address below and check the appropriate box on reverse side. Thank you.

### Address Changes

Mailing address only ☐ Mailing and delivery address ☐

Name \_\_\_\_\_

## Address

City

## State

Zip Code

Phone Number

E-mail Address

Customer Account Number

**Do Not Forget To:**

- ✓ Detach this remittance and return with your payment.
- ✓ Write the complete account number on your check.
- ✓ Mail remittance and payment using the enclosed envelope.

## Upcoming Delivery Dates

|              |              |              |
|--------------|--------------|--------------|
| June 2023    | July 2023    | August 2023  |
| Wednesday 21 | Wednesday 19 | Wednesday 16 |

Crystal  
SPRINGS

Bottled Water \* Filtration \* Coffee

Whether you're headed to the park, the pool, the beach  
or the mountains, take refreshing water with you!  
Drinking water is important - especially in warmer weather.  
Add an extra 5-gallon bottle, or two, to your order!  
Visit [water.com/myaccount](http://water.com/myaccount).

Customer Account#: 976071223219156

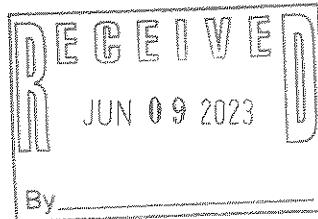
RIVER CLUB AT RIVER TOWN  
160 RIVERGLADE RUN  
SAINT JOHNS, FL 32259

Invoice Date: 06-07-23  
Invoice #: 23219156 060723  
Purchase Order #:

| Date     | Transaction # | Details                           | Qt y. | Each  | Amount |
|----------|---------------|-----------------------------------|-------|-------|--------|
|          |               | Previous Balance                  |       |       | 249.87 |
|          |               | Payment                           |       |       | 0.00   |
|          |               | Remaining Balance                 |       |       | 249.87 |
| 05-24-23 | T231446970014 | CRYSTAL SPRINGS 5G PURIFIED WATER | 3     | 7.99  | 23.97  |
|          |               | 5.0 GALLON BOTTLE DEPOSIT         | 3     | 6.00  | 18.00  |
|          |               | 5.0 GALLON BOTTLE RETURN          | -4    | 6.00  | -24.00 |
|          |               | DELIVERY FEE                      | 1     | 12.99 | 12.99  |
|          |               | Sales Tax                         |       |       | 0.98   |
|          |               |                                   |       |       | 31.94  |

Rec'd By:

132.572.60  
162



Did you know that in addition to the top left corner of this bill, you can also find your delivery schedule at [water.com/myaccount](http://water.com/myaccount)? Online you can also easily skip or add a delivery as needed.

Previous Balance  
\$249.87

Payment  
\$0.00

Total New Charges  
\$56.98

Pay This Amount  
\$306.85

30356-P-0040

Write the complete account number on your check. Detach remittance and mail with payment in the enclosed envelope. To pay online go to [www.water.com](http://www.water.com)

Crystal  
SPRINGS

200 Eagles Landing Blvd  
Lakeland, FL 33810

Customer Account#: 976071223219156  
Due By: Upon Receipt  
Late Fees May Apply After: 06-30-23  
Total Amount Due: \$306.85

Check here and see reverse for  
address and phone corrections.

\$

Mail Remittance With Payment To:

|||||  
RIVER CLUB AT RIVER TOWN  
KEVIN MCKENDREE  
475 W TOWN PLACE  
RIVERS EDGE 2 STE 114  
SAINT AUGUSTINE, FL 32092

|||||  
CRYSTAL SPRINGS  
PO BOX 660579  
DALLAS, TX 75266-0579

020310 100124 09760712232191568 0030685 5 0005698 8 9

Customer Account#:976071223219156

Invoice #:23219156 060723

| Date     | Détails   | Qty. | Each  | Amount       |
|----------|---|------|-------|--------------|
|          | R2315620845020  | 1    | 6.99  | 6.99         |
|          | BOTTOM LOAD HOT AND COLD COOLER WITH SMARTFLO   | 1    | 6.99  | 6.99         |
|          | BOTTOM LOAD HOT AND COLD COOLER WITH SMARTFLO   |      |       | 1.06         |
|          | Sales Tax   |      |       | 15.04        |
|          | <b>Total</b>  |      |       |              |
| 06-05-23 | 44162386  | 1    | 10.00 | 10.00        |
|          | LATE CHARGE   |      |       | 0.00         |
|          | Sales Tax   |      |       | 10.00        |
|          | <b>Total</b>  |      |       |              |
|          | <b>Total New Charges:</b>   |      |       | <b>56.98</b> |
|          | <b>**Due to the continued increase in fuel and operating costs, we are adjusting our delivery rate by \$1.00. We appreciate the opportunity to serve you and thank you for your continued business.**</b> |      |       |              |

## How to Read Your Bill

### Delivery Calendar:

Your scheduled deliveries for the next three months.

### Customer Account Number:

For prompt service, please use this number when referring to your account.

### Summary:

Previous balance and posted payments since last bill.

### Total New Charges:

This information provides totals for various products and transactions.

### Important Monthly Message

| Upcoming Delivery Dates   |  | Important Monthly Promotions   |  |
|---|--|--|--|
| March 2009<br>Thursday 2<br>Friday 3  | April 2009<br>Thursday 21<br>Friday 22 | May 2009<br>Thursday 21<br>Friday 22   | Register online for access to your account. You can view and pay your bill, check delivery schedule and order products all online. |
| <b>Customer Account: 131457214581</b><br>Billing To: 123 MAIN STREET, SUITE 100, ANYTOWN, CA 12345<br>Phone: (555) 123-4567 |  | <b>Previous Balance:</b> \$2.44<br><b>Payments Since Last Bill:</b> \$0.00<br><b>Total New Charges:</b> \$0.00<br><b>Balance Due:</b> \$2.44 |  |
| <b>Important Monthly Message:</b><br>Please detach remittance and mail using business envelope provided.                    |  |  |  |

## Important Monthly Promotions:

Register online for access to your account. You can view and pay your bill, check delivery schedule and order products all online.

### Bottle Deposits:

Highlights bottle deposits and returns.

### Easy to Pay:

Pay your invoice through the mail, online at [www.water.com](http://www.water.com) or call us to expedite your remittance with automatic credit card payments



### Mail Remittance With Payment To:

Please detach remittance and mail using business envelope provided.

## Billing Rights Summary

### In case of Errors or Questions About Your Bill:

If you think your bill is incorrect, or if you need more information about a transaction on your bill, write us as soon as possible on a separate sheet, at P.O. Box 660579, Dallas, TX 75266-0579. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. Your bill shall be deemed correct unless disputed within 60 days from receipt. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and complete account number.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the amount of your bill that is not in question. While we investigate your questions, we cannot report you as delinquent or take any action to collect the amount you question.

## Electronic Funds Transfer Notice

If you pay by check, it will be converted into an "Electronic Funds Transfer" (EFT), a process in which your financial institution is electronically instructed to transfer funds from your account to ours in lieu of processing the check. By sending your completed check to us, you authorize us to use the account information therein to create an EFT for the amount indicated on the check. If the EFT cannot be processed for technical or other reasons, you authorize us to process an image replacement document, draft, or copy of your check.

**OPT OUT NOTICE:** If you do not wish to participate in this check conversion program, please write to us on a separate sheet at: P.O. Box 660579, Dallas, TX 75266-0579.

## Insufficient Funds Notice

If your check is returned for insufficient or uncollected funds (NSF), your signature on your check gives us permission to debit your checking account electronically for the uncollected amount. Payment by check constitutes your acceptance of these terms.

## We appreciate your business.

As a food product, bottled water is subject to rules and regulations promulgated by the Federal Food and Drug Administration (FDA). For further information, please write DS Services of America, Inc. at P.O. Box 660579, Dallas, TX 75266-0579.

Please print only new address below and check the appropriate box on reverse side. Thank you.

### Address Changes

Mailing address only ☐ Mailing and delivery address ☐

Name

Address

City

State

Zip Code

( )

Phone Number

E-mail Address

Customer Account Number

### Do Not Forget To:

- ✓ Detach this remittance and return with your payment.
- ✓ Write the complete account number on your check.
- ✓ Mail remittance and payment using the enclosed envelope.

© 2019 DS Services of America, Inc. All rights reserved.

Approved RECDD 2  
Submitted to AP 6.9.23  
By Kevin McKendree

*Kevin McKendree*

G & G Excavation & Construction, Inc.

6500 SR 16  
St. Augustine, Fl 32092  
Phone- 904-737-5555  
Fax- 904-737-6050

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 5/26/2023 | 3623      |

| Bill To   |
|---|
| RiversEdge CDD 2<br>475 West Town Place Suite 114<br>St. Augustine, Florida 32092 |

| Job   |
|---|
| Rivertown<br>Watersong<br>Riversedge CDD2<br>Pond 2 |

| Job # | Terms  |
|-------|--------|
|       | Net 30 |

| Item                    | Description  | Amount   |
|-------------------------|--|----------|
| Quote                   | <p>G &amp; G Excavation and Construction, Inc. supplied all Equipment, Labor, and Supervision for the following:</p> <p>Job: Watersong Pond 2</p> <p>Reference: Out Fall Structure</p> <p>Scope of Work: 2/24</p> <p>1. Clearing and excavating clean out of out all structures at retention pond 2</p> <p>Total cost for the above work</p> <div data-bbox="673 1337 982 1545"><p>RECEIVED</p><p>MAY 27 2023</p><p>By _____</p></div> | 800.00   |
| <b>Total</b>            |  | \$800.00 |
| <b>Payments/Credits</b> |  | \$0.00   |
| <b>Balance Due</b>      |  | \$800.00 |

Approved RECDD 2  
Submitted to AP 5.27.23  
By Kevin McKendree  
*Kevin McKendree*

1.32.572.60  
36

| Phone #        | Fax #          |
|----------------|----------------|
| (904) 737-5555 | (904) 737-6050 |

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice****Invoice #:** 66**Invoice Date:** 6/1/23**Due Date:** 6/1/23**Case:****P.O. Number:****Bill To:**

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

| Description   | Hours/Qty | Rate     | Amount   |
|---|-----------|----------|----------|
| Management Fees - June 2023 1-31-513-34               |           | 2,916.67 | 2,916.67 |
| Website Administration - June 2023 1-31-513-351       |           | 100.00   | 100.00   |
| Information Technology - June 2023 1-31-513-351       |           | 150.00   | 150.00   |
| Dissemination Agent Services - June 2023 1-31-513-324 |           | 416.67   | 416.67   |
| Office Supplies 1-31-513-51                           |           | 0.84     | 0.84     |
| Postage 1-31-513-412                                  |           | 16.80    | 16.80    |
| Copies 1-31-513-425                                   |           | 81.75    | 81.75    |
| 2   |           |          |          |
| RECEIVED  |           |          |          |
| JUN 02 2023   |           |          |          |
| BY-   |           |          |          |

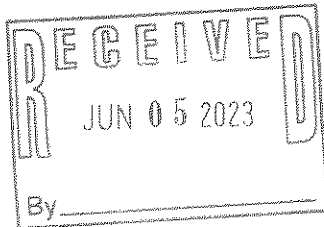
**Total** \$3,682.73**Payments/Credits** \$0.00**Balance Due** \$3,682.73

Howard Services  
 1009 Vine Street  
 Jacksonville, FL 32207  
 904-398-1414  
 CAC1822034

# Statement

| Date      |
|-----------|
| 5/31/2023 |

|  |
|--|
| To:  |
| Rivertown-Vesta Billing-RECDD 2<br>475 West Town Place<br>Ste 114<br>St Augustine, FL 32092- |

|                          |  |                     |                     | Amount Due            | Amount Enc.         |
|--------------------------|--|---------------------|---------------------|-----------------------|---------------------|
|                          |  |                     |                     | \$1,189.62            |                     |
| Date                     | Transaction  |                     |                     | Amount                | Balance             |
| 10/31/2022<br>05/23/2023 | Rivertown - River Club #001909-0002-<br>PMT #CK 1107. Over payment #001107 ck<br>INV #S15947. Due 05/23/2023. Orig. Amount \$1,586.58.<br><br>Approved RECDD II<br>Submitted to AP on 6-5-2023<br>by Jason Davidson<br><i>Jason Davidson</i><br>1-32-572-60<br>81<br><br> |                     |                     | -396.96<br>1,586.58   | -396.96<br>1,189.62 |
| CURRENT                  | 1-30 DAYS PAST DUE   | 31-60 DAYS PAST DUE | 61-90 DAYS PAST DUE | OVER 90 DAYS PAST DUE | Amount Due          |
| 0.00                     | 1,189.62   | 0.00                | 0.00                | 0.00                  | \$1,189.62          |

# Service Invoice

Page 1 of 1



## Howard Services

P.O. Box 5637  
Jacksonville, FL 32247  
Phone: (904)398-1414 Fax: (904)398-3586

Billed Customer: #001909

Site ID: # 001909-0002

Rivertown-Vesta Billing-RECDD 2  
475 West Town Place  
Ste 114  
St Augustine, FL 32092

Rivertown - River Club  
POC - Jason Davidson - GM  
160 Riverglade Run  
St. Johns, FL 32259

| 17046            | 5/23/2023    | S-15947        | 06/22/2023 | Amount Paid            |  |
|------------------|--------------|----------------|------------|------------------------|--|
| Call Slip Number | Invoice Date | Invoice Number | Due Date   | Contractor's License # |  |
| 17046            | 5/23/2023    | S-15947        | 06/22/2023 | CAC1822034             |  |

### Problem Reported:

\*\*\* GENRPR-General Repairs \*\*\*  
parts in Kathy's ofc  
Trane PO 17046-7700  
QTD \$1586.58  
AHU #2  
Metering Device  
Drier

Tech Date  
RUSSELL 05/23/2023

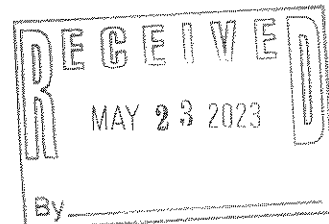
Qty Material  
(1) Metering Device  
(1) Drier  
(1) web  
(1) FREIGHT

### Equipment:

Unit : CAHU Model : TAM4A0A30S21EDA  
Brand: TRANE Serial#: 17053J141V  
Location: Cahu 2

Approved R&R RECDD II  
Submitted to AP on 5-23-2023  
by Jason Davidson

*Jason Davidson*  
1-32-572-66  
81



Picked up the part and changed the eev and the drier. Tried pumping the refrigerant into the condenser, but it wouldn't hold it all. Recovered the remainder. After changing the parts , I leak checked and pulled into a deep vacuum. Returned the refrigerant to the system and checked operations. All normal. Delta t 21 degrees and superheat 12.  
The system ran and satisfied while I was on site.  
Job complete

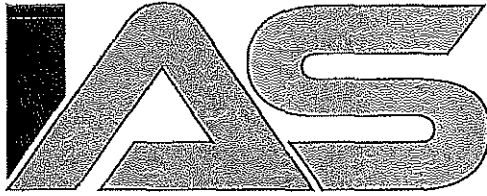
Amount Due 1,586.58

The above prices and specifications are hereby accepted. You are authorized to perform the work as specified. I agree to pay you in full upon completion of the work and to pay for attorney's fees and costs you incur if you file a lawsuit to recover money which I owe to you. In addition, if I do not pay you upon completion of the work, I agree to pay interest on the outstanding balance at the rate of 18% per annum. The venue for any legal action related to this agreement shall be Jacksonville, Florida unless otherwise required by law. In connection with any such action I/we waive the right to a trial by jury.

Howard Services Warranty: Recommended service repairs are warranted for a period of (90) Ninety days on labor and (1) One year on all applicable parts from the date of the repair, excluding refrigerant unless otherwise stated.

A \$25.00 service charge will be added for all returned checks.





**Integrated Access Solutions**  
INTEGRATION THAT WORKS FOR YOU

Integrated Access Solutions  
(904)894-8114  
2227 Crystal Cove Dr  
Green Cove Springs, FL 32043  
United States

Billed To  
Rivers Edge CDD (Rivertown)  
475 West Town Place  
ste. 114  
St. Augustine Fl. 32092

Date of Issue  
01/17/2023  
  
Due Date  
01/17/2023

Invoice Number  
0002474

Amount Due (USD)  
**\$1,575.00**

| Description   | Rate   | Qty | Line Total |
|---|--------|-----|------------|
| Prox Cards With Rivertown Logo<br>Dropped off key cards. Sn-32701-32900 | \$6.30 | 250 | \$1,575.00 |

Subtotal 1,575.00

Tax 0.00

Approved Cost Shared  
Submitted to AP on 5-3-2023  
by Jason Davidson

Total 1,575.00

Amount Paid 0.00

*Jason Davidson*

Amount Due (USD) \$1,575.00

RECDD I - \$517.07  
RECDD II - \$486.36  
RECDD III - \$571.57

**RECEIVED**  
MAY 03 2023  
BY: \_\_\_\_\_



KILINSKI | VAN WYK

**Kilinski | Van Wyk, PLLC**

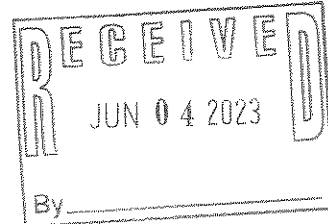
P.O. Box 6386  
Tallahassee, Florida 32314  
United States

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

**RE2CDD-01**

# INVOICE

Invoice # 6709  
Date: 06/02/2023  
Due On: 07/02/2023



## River's Edge II - General Counsel

1-31 513-315  
126

| Type    | Professional | Date       | Notes   | Quantity | Rate     | Total    |
|---------|--------------|------------|---|----------|----------|----------|
| Expense | AL           | 04/03/2023 | Rental Car Expenses: Rental car for Lauren to attend meeting  | 1.00     | \$19.60  | \$19.60  |
| Expense | AL           | 04/03/2023 | Hotel: Hotel for Lauren to attend meeting   | 1.00     | \$37.34  | \$37.34  |
| Service | JK           | 04/11/2023 | Conference call re: property acquisition and transfer documentation; coordinate staff call on turnover for same   | 0.20     | \$295.00 | \$59.00  |
| Service | JK           | 04/12/2023 | Confer with DM re: cost share for Settlement parcels; transmit FDOT deed for meeting files; confer re: status of budget review/allocation; review correspondence re: crash impacts and insurance provisions on same; confer re: status of FDOT permit | 0.40     | \$295.00 | \$118.00 |
| Service | JK           | 04/13/2023 | Conference call with Stilwell and district management on due diligence tracking   | 0.20     | \$295.00 | \$59.00  |
| Service | MM           | 04/13/2023 | Telephone conference regarding tract conveyance.  | 0.40     | \$285.00 | \$114.00 |
| Service | LG           | 04/17/2023 | Prepare for Board meeting.  | 0.20     | \$285.00 | \$57.00  |
| Service | MG           | 04/19/2023 | Review meeting notes  | 0.10     | \$180.00 | \$18.00  |
| Service | LG           | 04/19/2023 | Travel to and attend Board meeting.   | 2.40     | \$285.00 | \$684.00 |
| Service | JK           | 04/20/2023 | Field call from district manager re: policies; review inquires on historical information on same; confer re: cafe operations  | 0.30     | \$295.00 | \$88.50  |

|         |     |            |   |      |              |                   |
|---------|-----|------------|---|------|--------------|-------------------|
| Service | MG  | 04/21/2023 | Prepare budget approval resolution  | 0.20 | \$180.00     | \$36.00           |
| Service | RVW | 04/30/2023 | Research legislative bills impacting special districts and provide newsletter on same | 0.20 | \$365.00     | \$73.00           |
|         |     |            |   |      | <b>Total</b> | <b>\$1,363.44</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number                  | Due On     | Amount Due | Payments Received | Balance Due       |
|---------------------------------|------------|------------|-------------------|-------------------|
| 6709                            | 07/02/2023 | \$1,363.44 | \$0.00            | \$1,363.44        |
| <b>Outstanding Balance</b>      |            |            |                   | <b>\$1,363.44</b> |
| <b>Total Amount Outstanding</b> |            |            |                   | <b>\$1,363.44</b> |

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

Please pay within 30 days.



# INVOICE

11925 Alden Trace Blvd N  
Jacksonville FL 32246

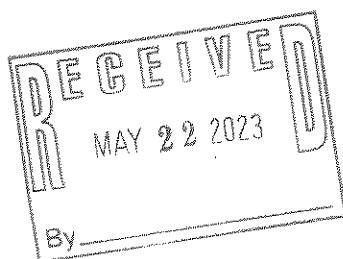
Attention: Rivers Edge CDD II  
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

Invoice Number: 200090

| Description        | Date      | Time            | Price     |
|--------------------|-----------|-----------------|-----------|
| DJ for Music Bingo | 4/13/2023 | 6:30pm - 8:30pm | \$ 275.00 |
| DJ for Music Bingo | 4/27/2023 | 6:30pm - 8:30pm | \$ 275.00 |

**Total Due** **\$ 550.00**

Please make all checks out to Live Entertainment Solutions. Thank you!



Approved RECDD II Events  
Submitted to AP on 5-22-2023  
by Jason Davidson

*Jason Davidson*  
1-32-572-4941  
53



# INVOICE

11925 Alden Trace Blvd N  
Jacksonville FL 32246

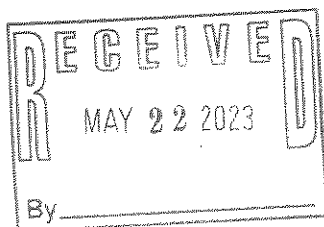
Attention: Rivers Edge CDD II  
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

Invoice Number: 200485

| Description        | Date      | Time            | Price     |
|--------------------|-----------|-----------------|-----------|
| DJ for Music Bingo | 5/11/2023 | 6:30pm - 8:30pm | \$ 275.00 |
| DJ for Music Bingo | 5/25/2023 | 6:30pm - 8:30pm | \$ 275.00 |

**Total Due** **\$ 550.00**

Please make all checks out to Live Entertainment Solutions. Thank you!



Approved RECDD II Events  
Submitted to AP on 5-22-2023  
by Jason Davidson

*Jason Davidson*

1-32-572-494

53



# INVOICE

Attention: Rivers Edge CDD II  
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

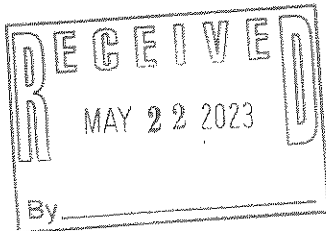
11925 Alden Trace Blvd N  
Jacksonville FL 32246

Invoice Number: 201234

| Description        | Date      | Time            | Price     |
|--------------------|-----------|-----------------|-----------|
| DJ for Music Bingo | 6/8/2023  | 6:30pm - 8:30pm | \$ 275.00 |
| DJ for Music Bingo | 6/22/2023 | 6:30pm - 8:30pm | \$ 275.00 |

**Total Due** **\$ 550.00**

Please make all checks out to Live Entertainment Solutions. Thank you!



Approved RECDD II Events  
Submitted to AP on 5-22-2023  
by Jason Davidson

*Jason Davidson*

1-32-572-494

53



Phone: (877) 646-6320  
Fax : (386) 437-6652

A Furniture Leisure Web Store

# Invoice

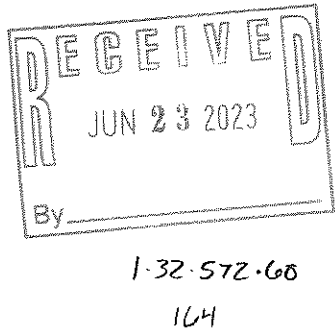
2729 E. Moody Blvd, STE #203  
Bunnell, FL 32110

| Date      | Invoice No. |
|-----------|-------------|
| 6/22/2023 | PFS10586    |

|  |
|--|
| <b>Bill To</b>   |
| Rivers Edge CDD 2<br>475 West Town PL<br>St. Augustine, FL 32092 |

|   |
|---|
| <b>Ship To</b>  |
| Rivers Edge Community Dev District<br>Kevin Mckendree<br>160 Riverglade Run<br>St. Johns, FL 32259<br>USA |

| S.O. No. | P.O. No. | Rep | Terms | Ship Date | Ship Via |
|----------|----------|-----|-------|-----------|----------|
| PFS10247 | 13097    | OS  | Check | 6/22/2023 |          |

| Item       | Description   | Qty | Cost   | Total    |
|------------|---|-----|--------|----------|
| W7711-18SL | Anna Maria Sling armless chaise lounge,<br>frame is 2" x 3/4" extrusions, 28Wx 80Dx 42H,<br>seat 18" ,32.5lbs.<br>Frame Color: Matte Gray<br>Sling Color: Augustine Alloy C303<br><br> | 7   | 589.95 | 4,129.65 |

Thank you for your business. Please make all checks payable to:

Pool Furniture Supply  
2729 E. Moody Blvd, Suite 203  
Bunnell, FL 32110

All Credit Card payments are subject to a 4% fee of the Total amount charged. Should the debt become past due, customer expressly agrees to pay a service fee of \$20.00 each month plus 2% per month of the balance due or the amount allowed by law. Customer also agrees to pay reasonable collection costs and/or attorneys fees incurred in connection with the collection of this account. The venue for any litigation regarding a credit account with Furniture Leisure, Inc. will be Flagler County, FL.

|                         |
|-------------------------|
| <b>Subtotal</b>         |
| <b>Sales Tax (0.0%)</b> |
| <b>Order Total</b>      |
| <b>Payments/Credits</b> |
| <b>Balance Due</b>      |



Phone: (877) 646-6320  
Fax : (386) 437-6652

A Furniture Leisure Web Store

# Invoice

2729 E. Moody Blvd, STE #203  
Bunnell, FL 32110

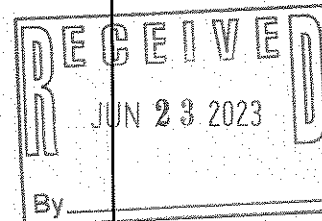
| Date      | Invoice No. |
|-----------|-------------|
| 6/22/2023 | PFS10586    |

|  |
|--|
| <b>Bill To</b>   |
| Rivers Edge CDD 2<br>475 West Town PL<br>St. Augustine, FL 32092 |

|   |
|---|
| <b>Ship To</b>  |
| Rivers Edge Community Dev District<br>Kevin Mckendree<br>160 Riverglade Run<br>St. Johns, FL 32259<br>USA |

| S.O. No. | P.O. No. | Rep | Terms | Ship Date | Ship Via |
|----------|----------|-----|-------|-----------|----------|
| PFS10247 | 13097    | OS  | Check | 6/22/2023 |          |

| Item      | Description   | Qty | Cost     | Total    |
|-----------|---|-----|----------|----------|
| S&H       | Shipping and Handling. Commercial Delivery Curbside<br>- Delivery does not include offloading freight. Lift Gate and 24 hr Call Ahead are requested for all applicable orders but are not guaranteed.<br>- The delivery address must have ample room for a 53' semi truck to enter and turn around or exit the property without incident or obstacle. Notify your Sales Rep if a smaller truck is required.<br>- Certain products will ship unassembled. Delivery does not include assembly, installation, placement of furniture, or removal of packing materials. | 1   | 1,028.33 | 1,028.33 |
| 5 Off Now | 5% Off Now Discount   |     | -257.90  | -257.90  |



Thank you for your business. Please make all checks payable to:

Pool Furniture Supply  
2729 E. Moody Blvd, Suite 203  
Bunnell, FL 32110

1.32.572.60  
104

All Credit Card payments are subject to a 4% fee of the Total amount charged. Should the debt become past due, customer expressly agrees to pay a service fee of \$20.00 each month plus 2% per month of the balance due or the amount allowed by law. Customer also agrees to pay reasonable collection costs and/or attorneys fees incurred in connection with the collection of this account. The venue for any litigation regarding a credit account with Furniture Leisure, Inc. will be Flagler County, FL.

|                         |            |
|-------------------------|------------|
| <b>Subtotal</b>         | \$4,900.08 |
| <b>Sales Tax (0.0%)</b> | \$0.00     |
| <b>Order Total</b>      | \$4,900.08 |
| <b>Payments/Credits</b> | \$0.00     |
| <b>Balance Due</b>      | \$4,900.08 |

sales@poolfurnituresupply.com

www.poolfurnituresupply.com





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

# Invoice

Date 6/1/2023

Invoice # 131295614885

|          |           |
|----------|-----------|
| Terms    | Net 20    |
| Due Date | 6/21/2023 |
| PO #     |           |

|   |  |
|---|--|
| <b>Bill To</b><br>Rivers Edge CDD2<br>Government Management Services<br>475 West Town Place suite 114<br>St. Augustine FL 32092 | <b>Ship To</b><br>River Club<br>160 Riverglade Run<br>St. Johns FL 32259 |
|---|--|

| Item ID  | Description                        | Qty | Units | Amount   |
|--|------------------------------------|-----|-------|----------|
| WM-CHEM-FLAT   | Water Management Flat Billing Rate | 1   | ea    | 1,040.71 |
| <p>Approved RECDD II<br/>Pool Chemistry Invoice<br/>Submitted to AP on 5-24-2023<br/>by Jason Davidson</p> <p><i>Jason Davidson</i></p> <p>RECEIVED<br/>MAY 24 2023<br/>By _____</p> <p>1-32-572-462<br/>L</p> |                                    |     |       |          |

Subtotal 1,040.71  
Shipping Cost (FEDEX GROUND) 0.00  
Total 1,040.71  
Amount Due \$1,040.71

## Remittance Slip

Customer  
13RIV030  
Invoice #  
131295614885

Amount Due \$1,040.71  
Amount Paid \_\_\_\_\_  
Make Checks Payable To  
Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295614885

## Rivers Edge CDD

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

# INVOICE

DATE: 6/1/23  
INVOICE # CS-2023-JUN

**Bill To:**

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

| DESCRIPTION   | AMOUNT              |
|---|---------------------|
| Cost Share-Landscaping for June 2023 1-32-572-491<br>12 | \$ 59,465.67        |
| <div>RECEIVED<br/>JUN 01 2023<br/>By _____</div>        |                     |
| <b>TOTAL</b>  | <b>\$ 59,465.67</b> |

Make check payable to:

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

THANK YOU FOR YOUR BUSINESS!



SS Live Entertainment

sslive.co@gmail.com

## INVOICE

### BILL TO

Jason Davidson  
Rivers Edge CDD 2 (160  
Riverglade Run, Saint Johns,  
FL 32259)  
475 West Town Place  
Suite 114  
St Augustine, FL 32092

INVOICE # 2870

DATE 05/25/2023

DUE DATE 06/30/2023

TERMS Net 15

| ACTIVITY   | QTY | RATE   | AMOUNT |
|--|-----|--------|--------|
| <b>Live Entertainment</b><br>Live Entertainment / Mark O'Quinn / 5.27.2023 /<br>12pm - 3pm   | 3   | 150.00 | 450.00 |
| <b>Live Entertainment</b><br>Live Entertainment / Jay Peele / 5.28.2023 /<br>12pm - 3pm      | 3   | 150.00 | 450.00 |
| <b>Live Entertainment</b><br>Live Entertainment / Dalton Ammerman /<br>5.29.2023 / 5pm - 8pm | 3   | 150.00 | 450.00 |

BALANCE DUE

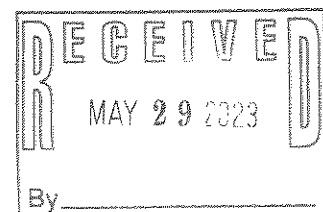
**\$1,350.00**

Approved Events RECDD II  
Submitted to AP on 5-29-2023  
by Jason Davidson

*Jason Davidson*

1-32-572-494

117





SS Live Entertainment

sslive.co@gmail.com

## INVOICE

### BILL TO

Jason Davidson  
Rivers Edge CDD 2 (160  
Riverglade Run, Saint Johns,  
FL 32259)  
475 West Town Place  
Suite 114  
St Augustine, FL 32092

INVOICE # 2873

DATE 05/25/2023

DUE DATE 06/16/2023

TERMS Net 15

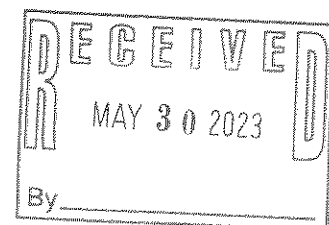
| ACTIVITY   | QTY | RATE     | AMOUNT   |
|--|-----|----------|----------|
| <b>Live Entertainment</b><br>Live Entertainment / Javier Perez Duo / 5.5.2023<br>(Cinco De Mayo) / 5pm - 8pm | 1   | 1,500.00 | 1,500.00 |

BALANCE DUE

**\$1,500.00**

Approved RECDD II Events  
Submitted to AP on 5-30-2023  
by Jason Davidson

*Jason Davidson*  
1-32-572-494  
117





## TasteFull - Rivertown - FL

**Customer**

River's Edge CDD 2  
rruben@vestapropertyservices.com  
475 West Town Place  
Suite 114  
St. Augustine, Florida 32092

**Invoice Details**

PDF created May 26, 2023  
\$800.00  
Service date June 16, 2023

**Payment**

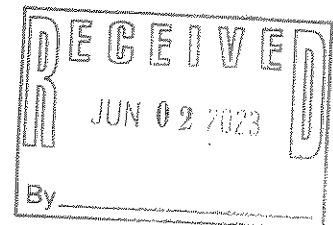
Due June 17, 2023  
\$800.00

| Items  | Quantity | Price    | Amount          |
|--|----------|----------|-----------------|
| Artist Pay - made out to TasteFull LLC   | 1        | \$500.00 | \$500.00        |
| Package 3<br><i>F1 Mains, F1 Subs, iPad mini, Midas X-18, 2 Rockville 15" monitors, full microphone kit, cables, stands, 16 PAR lights</i> | 1        | \$300.00 | \$300.00        |
| Subtotal   |          |          | \$800.00        |
| <b>Total Due</b>   |          |          | <b>\$800.00</b> |

Approved Special Events RECDD II  
Submitted to AP on 6-2-2023  
by Jason Davidson

*Jason Davidson*

1-32-572-494  
63



Pay online

To pay your invoice go to <https://squareup.com/u/xz380JNS>

Or open the camera on your mobile device and place the QR code in the camera's view.



PAYMENT ADDRESS:  
Turner Pest Control LLC • P.O. Box 952803 • Atlanta, Georgia 31192-2503  
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305 • turnerpest.com

## Service Slip/Invoice

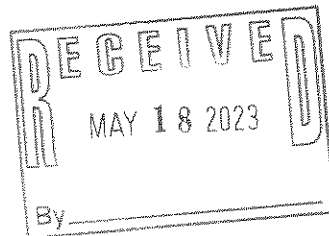
INVOICE: 617267786  
DATE: 5/16/2023  
ORDER: 617267786

Bill To: [275347]  
Rivers Edge CDD  
Jason Davidson  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092-3648

Work Location: [275347] 904-679-5733  
RiverClub(RECDD 2)  
Jason Davidson  
160 Riverglade Run  
Saint Johns, FL 32259-8795

| Work Date      | Time     | Target Pest           | Technician | Time In  |
|----------------|----------|-----------------------|------------|----------|
| 5/16/2023      | 03:02 PM | ANTS, FIRE ANT, MICE, |            | 03:02 PM |
| Purchase Order | Terms    | Last Service          | Map Code   | Time Out |
|                | NET 30   | 5/16/2023             |            | 03:05 PM |

| Service | Description   | Price                      |
|---------|---|----------------------------|
| CPCM    | Commercial Pest Control - Monthly Service   | \$115.21                   |
|         | Approved RECDD II<br>Submitted to AP on 5-18-2023<br>by Jason Davidson<br><i>Jason Davidson</i><br>1-32-572-435<br>11 |                            |
|         |   | <b>SUBTOTAL</b> \$115.21   |
|         |   | <b>TAX</b> \$0.00          |
|         |   | <b>AMT. PAID</b> \$0.00    |
|         |   | <b>TOTAL</b> \$115.21      |
|         |   | <b>AMOUNT DUE</b> \$115.21 |



TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

2/3

Invoice Number: 6938284  
Invoice Date: 05/30/2023  
Direct Inquiries To: SCOTT SCHUHLE  
Phone: 954-938-2476

RIVERS EDGE II COMMUNITY DEVELOPMENT  
DISTRICT  
ATTN JAMES PERRY & DISTRICT MANAGER  
475 WEST TOWN PLACE SUITE 114  
ST AUGUSTINE FL 32092

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021

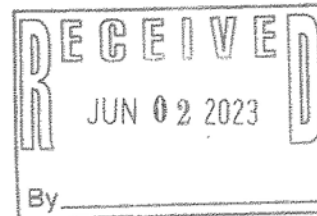
The following is a statement of transactions pertaining to your account. For further information, please review the attached.

### STATEMENT SUMMARY

**PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.**

TOTAL AMOUNT DUE \$4,040.63

All invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES  
2021

|                      |               |
|----------------------|---------------|
| Invoice Number:      | 6938284       |
| Current Due:         | \$4,040.63    |
| Direct Inquiries To: | SCOTT SCHUHLE |
| Phone:               | 954-938-2476  |

Please mail payments to:  
U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690





Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number: 6938284  
Invoice Date: 05/30/2023

Direct Inquiries To: SCOTT SCHUHLE  
Phone: 954-938-2476

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES  
2021

| CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP                |          |          |                 |            |
|---|----------|----------|-----------------|------------|
| Detail of Current Charges   | Volume   | Rate     | Portion of Year | Total Fees |
| 04200 Trustee   | 1.00     | 3,750.00 | 100.00%         | \$3,750.00 |
| Subtotal Administration Fees - In Advance 05/01/2023 - 04/30/2024 |          |          |                 | \$3,750.00 |
| Incidental Expenses<br>05/01/2023 to 04/30/2024                   | 3,750.00 | 0.0775   |                 | \$290.63   |
| Subtotal Incidental Expenses                                      |          |          |                 | \$290.63   |
| TOTAL AMOUNT DUE  |          |          |                 | \$4,040.63 |







## Invoice

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

Invoice # 410737  
Date 05/31/2023  
  
Terms Net 30  
Due Date 06/30/2023  
Memo Billable Mileage split

**Bill To**

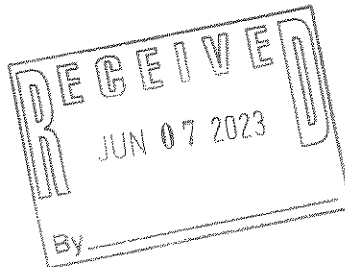
Rivers Edge CDD II  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine FL 32092

| Description   | Quantity | Rate   | Amount |
|---|----------|--------|--------|
| Billable Mileage <del>March</del> split 50-50<br><i>May</i> | 0.5      | 387.44 | 193.72 |

**Total** 193.72

1-32-572-34

10



## Vesta Mileage Report

|       |                 |                 |                  |                |                      |                    |                          |          |
|-------|-----------------|-----------------|------------------|----------------|----------------------|--------------------|--------------------------|----------|
| Name: | Kevin McKendree | Month           | May-23           |                |                      |                    |                          |          |
| Date  | Purpose         | Location (From) | Destination (To) | Billable Miles | Community Billed To: | Non-billable Miles | Mileage                  |          |
| 5/1   | Daily mileage   | Rivertown       | Rivertown        | 44.7           | Riversedge CDD       |                    | 44.7                     |          |
| 5/2   | Daily mileage   | Rivertown       | Rivertown        | 23.8           | iversedge CDD        |                    | 23.8                     |          |
| 5/3   | Daily mileage   | Rivertown       | Rivertown        | 25.9           | iversedge CDD        |                    | 25.9                     |          |
| 5/4   | Daily mileage   | Rivertown       | Rivertown        | 18.7           | Riversedge CDD       |                    | 18.7                     |          |
| 5/5   | Daily mileage   | Rivertown       | Rivertown        | 11.8           | iversedge CDD        |                    | 11.8                     |          |
| 5/8   | Daily mileage   | Rivertown       | Rivertown        | 42.5           | iversedge CDD        |                    | 42.5                     |          |
| 5/9   | Daily mileage   | Rivertown       | Rivertown        | 33.7           | iversedge CDD        |                    | 33.7                     |          |
| 5/10  | Daily mileage   | Rivertown       | Rivertown        | 0              | iversedge CDD        |                    | 0                        |          |
| 5/11  | Daily mileage   | Rivertown       | Rivertown        | 38.2           | iversedge CDD        |                    | 38.2                     |          |
| 5/12  | Daily mileage   | Rivertown       | Rivertown        | 17.9           | iversedge CDD        |                    | 17.9                     |          |
| 5/15  | Daily mileage   | Rivertown       | Rivertown        | 51.6           | iversedge CDD        |                    | 51.6                     |          |
| 5/16  | Daily mileage   | Rivertown       | Rivertown        | 37.2           | iversedge CDD        |                    | 37.2                     |          |
| 5/17  | Daily mileage   | Rivertown       | Rivertown        | 9.8            | iversedge CDD        |                    | 9.8                      |          |
| 5/18  | Daily mileage   | Rivertown       | Rivertown        | 28.2           | iversedge CDD        |                    | 28.2                     |          |
| 5/19  | Daily mileage   | Rivertown       | Rivertown        | 21.0           | iversedge CDD        |                    | 21                       |          |
| 5/22  | Daily mileage   | Rivertown       | Rivertown        | 39.6           | iversedge CDD        |                    | 39.6                     |          |
| 5/23  | Daily mileage   | Rivertown       | Rivertown        | 29.6           | iversedge CDD        |                    | 29.6                     |          |
| 5/24  | Daily mileage   | Rivertown       | Rivertown        | 22.3           | iversedge CDD        |                    | 22.3                     |          |
| 5/25  | Daily mileage   | Rivertown       | Rivertown        | 42.8           | iversedge CDD        |                    | 42.8                     |          |
| 5/26  | Daily mileage   | Rivertown       | Rivertown        | 25.7           | iversedge CDD        |                    | 25.7                     |          |
| 5/30  | Daily mileage   | Rivertown       | Rivertown        | 41.4           | iversedge CDD        |                    | 41.4                     |          |
| 5/31  | Daily mileage   | Rivertown       | Rivertown        | 13.5           | iversedge CDD        |                    | 13.5                     |          |
|       |                 |                 |                  |                |                      |                    | Total Mileage            | 620      |
|       |                 |                 |                  |                |                      |                    | Reimbursement Rate       | \$0.625  |
|       |                 |                 |                  |                |                      |                    | Total Reimbursement      | \$387.44 |
|       |                 |                 |                  |                |                      |                    | Date Submitted in Paycom | 6/5/23   |



## Invoice

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

Invoice # 410604  
Date 06/01/2023  
  
Terms Net 30  
Due Date 07/01/2023  
Memo Rivers Edge CDDII

### Bill To

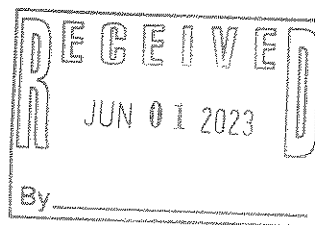
Rivers Edge CDD II  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine FL 32092

| Description                 | Quantity | Rate     | Amount   |
|-----------------------------|----------|----------|----------|
| Field Operations Manager    | 1        | 3,767.58 | 3,767.58 |
| General Manager             | 1        | 4,871.75 | 4,871.75 |
| Hospitality Services        | 1        | 8,908.50 | 8,908.50 |
| Community Maintenance Staff | 1        | 6,378.42 | 6,378.42 |
| Pool Maintenance            | 1        | 834.33   | 834.33   |
| Janitorial Maintenance      | 1        | 2,583.58 | 2,583.58 |
| Lifestyle Manager           | 1        | 3,085.50 | 3,085.50 |
| Administrative Services     | 1        | 1,575.83 | 1,575.83 |

Thank you for your business.

JD

**Total** 32,005.49





# INVOICE

**Weinglass Music**  
255 Rivertown Shops Drive  
Ste 102 PMB 122  
Saint Johns, Florida 32259  
United States

Phone: 9043230474  
Mobile: 3107950679  
jeremyweinglass.com

**BILL TO**  
**Rivers Edge CDD II**  
Eric Olsen  
475 West Town Place  
Suite 114  
Saint Augustine, Florida 32092  
United States

eolsen@vestapropertyservices.com

**Invoice Number:** 432

**Invoice Date:** March 6, 2023

**Payment Due:** April 5, 2023

**Amount Due (USD):** \$1,200.00

| Items  | Quantity | Price    | Amount            |
|--|----------|----------|-------------------|
| <b>Musician</b><br>River Club 4/7/23 5:00-8:00pm | 1        | \$400.00 | \$400.00          |
| <b>Musician</b><br>River Club 5/5/23 5:00-8:00pm | 1        | \$400.00 | \$400.00          |
| <b>Musician</b><br>River Club 6/2/23 5:00-8:00pm | 1        | \$400.00 | \$400.00          |
| <b>Total:</b>                                    |          |          | \$1,200.00        |
| <b>Amount Due (USD):</b>                         |          |          | <b>\$1,200.00</b> |

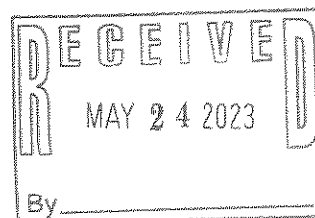
Approved RECDD II Events  
Submitted to aP on 5-24-2023  
by Jason Davidson

1.32.572.494  
150

## Notes / Terms

Payment options:  
mail check

Zelle: Recipient: Weinglass Music | email: info@jeremyweinglass





# INVOICE

**Weinglass Music**  
255 Rivertown Shops Drive  
Ste 102 PMB 122  
Saint Johns, Florida 32259  
United States

Phone: 9043230474  
Mobile: 3107950679  
jeremyweinglass.com

BILL TO  
**Rivers Edge CDD II**  
475 West Town Place  
Suite 114  
Saint Augustine, Florida 32092  
United States

rruben@vestapropertyservices.com

**Invoice Number:** 437

**Invoice Date:** May 31, 2023

**Payment Due:** July 10, 2023

**Amount Due (USD):** \$400.00

| Items  | Quantity | Price    | Amount   |
|--|----------|----------|----------|
| <b>Musician</b><br>River Club 7/7/23 5:00-8:00pm | 1        | \$400.00 | \$400.00 |
| <b>Total:</b>                                    |          |          | \$400.00 |

**Amount Due (USD):** \$400.00

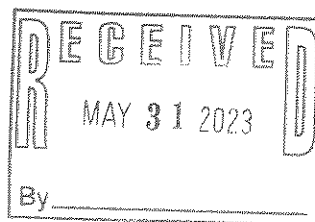
Approved RECDD II Events  
Submitted to AP on 5-31-2023  
by Jason Davidson

*Jason Davidson*  
1-32-572-494  
150

**Notes / Terms**

Payment options:  
mail check

Zelle: Recipient: Weinglass Music | email: info@jeremyweinglass





**YELLOWSTONE**  
LANDSCAPE

## INVOICE

| INVOICE #  | INVOICE DATE |
|------------|--------------|
| JAX 527752 | 5/12/2023    |
| TERMS      | PO NUMBER    |
| Net 30     |              |

**Bill To:**

Rivers Edge CDD II  
c/o Vesta Property Services  
475 West Town PI Suite 114  
Saint Augustine, FL 32092

**Property Name:** Rivers Edge CDD II

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** June 11, 2023

**Invoice Amount:** \$798.00

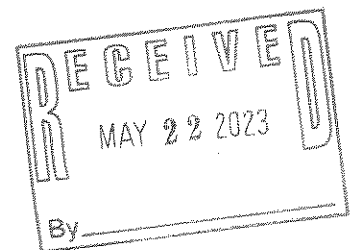
| Description   | Current Amount |
|---|----------------|
| April irrigation repairs*****repairs at River Club***** |                |
| Irrigation Repairs                                      | \$798.00       |

**Invoice Total** **\$798.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD II Irrigation Repairs  
Submitted to AP on 5-22-2023  
by Jason Davidson

*Jason Davidson*  
1.32.572.44102  
131



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



## CCD1

|    |        |
|----|--------|
| \$ | 612.00 |
|----|--------|

|    |        |
|----|--------|
| \$ | 186.00 |
|----|--------|

ROTORS WAS LEAKING FLOODING THE WALK WAY REAL BAD

|    |        |
|----|--------|
| \$ | 798.00 |
|----|--------|

CLIENT



# YELLOWSTONE LANDSCAPE

**Bill To:**

Rivers Edge CDD II  
c/o Vesta Property Services  
475 West Town PI Suite 114  
Saint Augustine, FL 32092

**Property Name:** Rivers Edge CDD II

## INVOICE

| INVOICE #  | INVOICE DATE |
|------------|--------------|
| JAX 527753 | 5/12/2023    |
| TERMS      | PO NUMBER    |
| Net 30     |              |

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

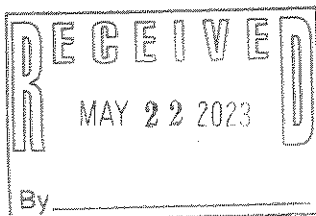
**Invoice Due Date:** June 11, 2023

**Invoice Amount:** \$388.50

| Description   | Current Amount |
|---|----------------|
| April irrigation repairs*****Rivertown River Club *****<br>Irrigation Repairs | \$388.50       |

**Invoice Total** \$388.50

IN COMMERCIAL LANDSCAPING



Approved RECDD II Irrigation Repairs  
Submitted to AP on 5-22-2023  
by Jason Davidson

*Jason Davidson*  
1.32.572.46102  
131

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





W. O. # AMENITY CENTER

NAME RIVER TOWN MAS

ADDRESS RIVER HOUSE Riverclub

DATE 4/7/2023

CDD1

[illegible]

| DATE     | DESCRIPTION | HOURS | RATE     | TOTAL     |
|----------|-------------|-------|----------|-----------|
| 4/7/2023 | TECH        | 3     | \$ 93.00 | \$ 279.00 |
|          |             |       |          | \$ -      |
|          |             |       |          | \$ -      |
|          |             |       |          | \$ -      |
|          |             |       |          | \$ 279.00 |

COMMENTS :HAD TO LOCATE ZONE 5 AN PUT WIRE BACK IN THE TIMER

Aspirin # 2613604

|  |                |    |        |
|--|----------------|----|--------|
|  | MATERIALS      | \$ | 109.50 |
|  | LABOR & RENTAL | \$ | 279.00 |
|  |                |    |        |
|  | TOTAL          | \$ | 388.50 |

DATE COMPLETED 4/7/23

TECHNICIAN DAVON ALBERT

CLIENT



**YELLOWSTONE**  
LANDSCAPE

**Bill To:**

Rivers Edge CDD II  
c/o Vesta Property Services  
475 West Town PI Suite 114  
Saint Augustine, FL 32092

**Property Name:** Rivers Edge CDD II

**INVOICE**

| INVOICE #  | INVOICE DATE |
|------------|--------------|
| JAX 538460 | 6/1/2023     |
| TERMS      | PO NUMBER    |
| Net 30     |              |

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** July 1, 2023

**Invoice Amount:** \$30,926.06

| Description                             | Current Amount |
|---|----------------|
| Monthly Landscape Maintenance June 2023 | \$30,926.06    |

Approved RECDD II  
Submitted to AP on 6-13-2023  
by Jason Davidson

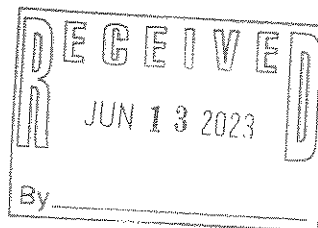
*Jason Davidson*

1.32.572.461

131

**Invoice Total** **\$30,926.06**

IN COMMERCIAL LANDSCAPING



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

*FIFTH ORDER OF BUSINESS*

*A.*



## **Rivers Edge CDD – I, II, and III**

### **Landscape Update for August 2023**

- **General Maintenance**

- Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds. Some areas have been too wet to put heavy mowers on
- We are heading into a drought so we will maintain turf and irrigation to accommodate
- We have Detailed and Cleaned up the Riverhouse and Riverclub.
- We have completed Renderings for the front entrance of Main Street, Roundabouts on SR 13, and The River House.
- Team is spraying for weeds throughout the community and trimming shrubs.
- Team has been spraying all mulch beds for clean appearance.
- Teams have removed numerous trees and limbs that have fallen at no charge. Larger trees will be proposed for removal by the arbor team.
- Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on status of concerned areas and the overall appearance of the community.
- We have Completed Mulch throughout the community. Back Ponds that have never had pine straw will not be completed.
- Annual flowers were installed on June 30th along with fresh and rich soil. We raised the beds for a better show. We will install Yellow Coleus in the back, Lipstick Pentas in the middle, and Purple Angelonia in front. This will give the Summer feel and look amazing. The next rotation will be in September. We will go with Yellow and Orange Marigolds
  - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.
    - This is caused by the flowers staying too saturated which causes the roots to rot.
- Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.
  - Because of this you will see scalping occasionally until the proper height is achieved.

- Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so that the new green growth is what is showing after each mowing occurrence moving forward.

- **Irrigation**

- Techs have been running through system and making repairs as we go.
- All clocks are being set to run Three times a week due to amount of rain we have had
- Lead tech is working with IQ system to help system run more efficiently.
- We are setting five day rain delays when we have rain
- Other options are being looked at to make the system more efficient and save on the annual water cost.
  - Items being looked at:
    - Eliminating bubblers on established trees that do not need them anymore
    - Making sure all rain sensors are operational
    - Adding rain sensors to battery operated valves
      - Each area will be different depending on layout and justification of cost.
        - Some will be looked at to be added to a clock with wiring.
        - Others will be looked at for rain sensor installation and hidden by plant material if required.
- Full Irrigation inspection report will be sent over once we have run through entire system
- We are running system 4 to 5 days a week during the drought we are in. Irrigation is supplemental to the amount of rainfall we get. Turf will recover and look much better once we receive rain.

- **Fert/Chem**

- Our techs will be fertilizing the entire property this month with 21-7-14 Granular. Lots of Iron in this treatment to get turf to push and green up.
- We will treat for turf weeds throughout community.
  - Seasonal weeds such as chamber bitter is popping up in a lot of areas already.
- The turf is starting to push growth. We have had record warm temperatures during this time, so our team has been doing full maintenance throughout community.
- Lead tech is Treating roses with bone meal and liquid fertilizer

- **Arbor**

- We will continue to lift low hanging trees throughout community each week for line of site issues, safety issues, aesthetics, and improved tree health with balanced weight distribution from the branches.

*E.*

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# RIVERTOWN

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RECDD's Monthly Operations Report

*Date of report: 8/16/23*

*Submitted by: Jason Davidson & Kevin McKendree*

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## **RECDD I**

### **Gym Equipment update:**

The new flooring and gym equipment installation project is now complete and ready for use!

### **RiverHouse Light Pole:**

The timeline to get the parts to fix this light has taken longer than expected. At this point the company we originally hired has become unresponsive and we have contracted a different electrician who should be able to source the parts as he has experience with Sternberg lighting.

### **Dog Parks:**

It was requested in last month's CDD meeting to gather cost information for adding a more efficient locking system. We have contracted Sterling Fence to install the same locks that the new dog park will have. This was done to remain consistent across the development.

### **RiverHouse Pool Speakers:**

The Riverhouse pool speakers' replacement was awarded to 5 smooth stones during last month's meeting. We have signed off on the proposal and are awaiting the delivery of the speakers for install to be completed.

### **Surge Protection on Panels:**

It was requested in the July BOS meeting to investigate surge protection on breaker panels. We are currently exploring options at the RiverClub with our recent lightning issues already and we will be able to present more information after we come to that verdict.

### **429 Narrow Leaf:**

In the July BOS meeting it was requested for us to investigate the other homes in the rear of the property at 429 Narrowleaf to see if there is a fence that currently exists. It has been determined that the homes behind 429 are not encroaching the easement.



**Encroachment Audit:**

In the July BOS meeting it was requested that our team audit all fence encroachments and for legal to draft a formal letter to issue to violators. This will be an offseason task (winter sometime Nov. through Feb).

**Messaging to the Community:**

In the July BOS meeting it was requested to make sure the meeting time for RECDD III is identified in the newsletter and all other media platforms. Currently it is 9:30.

**Tennis Court Maintenance:**

We received complaints of our tennis courts maintenance. We know they are in need of resurfacing but will have Brian Bullock of B&B Tennis provide us with an analysis of the current conditions and make suggestions on how to improve until we can initiate the resurface.

**Stop Sign Tree Trim Request:**

It was requested by resident Mike Jenson in last month's meeting that the stop sign heading south on Orange Branch Trail and Kendal Crossing needs the tree trimmed from the stop sign for it is being run. Trimming this tree would not be helpful but removing it would be. We could replant this oak in another location if we decide to go that route.

**Splash Pad:**

During the maintenance teams Monday, weekly, water feature inspections we found that the coffin that holds the splash pad equipment had filled with water and the feature pump had been submerged. We pulled the sump pump from the coffin and while doing so found that the GFI that powers the sump pump had tripped. We plugged the sump pump into a nearby outlet and it worked just fine. We then used the sump pump to relieve the coffin of the water to further investigate possible damage. Upon doing so we found that the chemical controller had been damaged as well. This coffin also houses the circulation pump which, to our knowledge, is not damaged. We had Epic Pools come out and take a look at the equipment and they stated that until we replace the feature pump, we will not be able to turn on the circulation pump, for they are married. That said we will be working with Epic Pools to acquire a quote for repair and investigate other avenues of vendors as well. We have signed off on a replacement motor and it is currently on order. We will be sure to keep the board(s) apprised as to our progress and thank you in advance for your support as we navigate through this unfortunate event.

**Arbors Preserve Drainage:**

The preserve located in between Silkgrass and Oak Shadow had excessive water that had come up into residents' property. With the guidance of Prosser we located a drainage pipe that leads from that wetland to the one on the opposite side of the pond but we struggled to locate the sewer grate as it was under 3 feet of water and mud. After pumping out water we were able to locate this drain and free it of any blockages, creating a steady flow of water thus receding the water level behind these homes.

**Cabana Grills:**

During a facility walk we discovered that the insides of both grills at the RiverHouse had seen better days. We found that the burners, flavorizer bars, heat deflectors, temperature gauges and on one grill the igniter mechanism were all either rusted out completely or non-operational. We had some spare parts on hand and installed those and ordered the rest of the parts which our team was able to install.

**Rambling Water Run Inlet Repair:**

It was found that there was a sink hole forming behind a storm water drain located on Rambling Water Run. This inlet failed previously from curbside, this time it is failing from the sidewalk side of the inlet. Staff has acquired a proposal for repair and is working with the District Engineer in an effort to execute the repair through HEB Services, Inc.

**RECDD II****Right side firepit**

The fire pit on the right side if you are looking at the river has stopped firing up. We had it diagnosed by a vendor, and they found it to be the pilot light module not getting hot enough. We were informed this week that the module is no longer manufactured for that model. We have signed off on a quote for complete fire bowl replacement. In the meantime, it can be lit manually if needed.

**Pool Furniture Additions:**

The pool furniture has been ordered and is set to arrive in August.

**Manor monument lighting:**

Residents of The Manor have been vocal concerning the non-lighting of the two monument signs for their neighborhood. We have signed an agreement with KAD Electric for solar lights to be installed and the lights are due to ship August 1<sup>st</sup>.

**Riverclub Pool Motor:**

We are searching for a surge suppression device for the panel that controls the pools equipment in hopes of avoiding lightning strikes and power surges in the future. We are also in the process of ordering a suitable backup motor and gaskets to have on hand. These motors are not readily available locally so having a backup would significantly reduce the repair time and allow this pool to always stay up and running.

**RECDD III****Monument lighting at The Haven:**

We have approved a quote from KAD Electric for solar powered lighting to remain consistent with other lighting applications throughout the community. These lights are due to ship August 1<sup>st</sup>.

**Haven Preserve Drainage 1:**

We were notified by multiple residents that the preserve between the 2 ponds on Dahlia Falls has an excessive amount of water in it that has come up into resident's yards. With the guidance from Prosser we were able to locate a storm drain at the edge of the preserve that was blocked by forest debris. We hired G and G excavation to carve out a path for the water to flow towards the drain and it seems to have been effective as the water levels have dropped significantly. We will continue to monitor this area for improvement.

**Haven Preserve Drainage 2:**

We were notified by multiple residents that the small wooded buffer area located in Sydney Cove was holding excessive water as well that was rising up their property line. Again with the guidance of Prosser we devised a plan for G and G excavation to carve a path through this area to allow water to drain towards the storm drain. This seems to have been effective and we will continue to monitor.

**All Districts****Outfall structures:**

With hurricane season here our team has been proactive for awhile now checking pond outfall structures for blockages and removing them when necessary. This aids in keeping the stormwater management system flowing to prevent flooding. I feel confident that when a storm comes we will be ready!

**HOGS:**

We first received a report of hogs about two months ago and immediately set up an existing trap that we had in the Groves neighborhood. With the help of a trapper we were able to get 10 hogs immediately in that trap. They disappeared for a while until new extensive damage was found in Northlake about a month ago. The trapper set up a additional trap in the woods near this damage but this trap has been unsuccessful and the trail cams have shown nothing. There is a creek called Orange Grove Branch that runs from here to Bartram Ranch up on Greenbriar road, the hogs essentially live in Bartram Ranch according to the trapper but use this creek as their highway. We were able to get 5 more hogs recently thus bringing our total to 15. Both of our traps will remain until we feel confident the hogs are gone.

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# RIVERTOWN

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RECDD's Lifestyle Report

*Date of report: 8/16/23*

*Submitted by: Kim Fatuch*

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### **End of July Events**

- **July 15<sup>th</sup> – Dive-In Movie 8:30pm**
  - Attendance: 150 people, many families.
  - Weather was beautiful.
  - We offered Café Drink Special “Shark Bite Cocktail” and Free Watermelon.
- **July 16<sup>th</sup> - Team Spirit Sunday Funday 12pm – 3pm**
  - Attendance: 180 people.
  - DJ Mike played music and people showed their team spirit.
  - Rain held out until after the festivities.
- **July 22<sup>nd</sup> – Yoga at the Amphitheater**
  - Attendance: 18 people .
  - It was very hot, but people said they really enjoyed it and asked if it could possibly be a monthly addition in the cooler months.
- **July 27<sup>th</sup> – Music Bingo & Trivia**
  - Attendance: About 45 -50 (plus a birthday party of 12)
  - Café provided specials.
    - Mahi Dip \$8, Miller Lite Draft \$2, Relaxer \$5
  - \$100 in prizes.
- **July 30<sup>th</sup> – Caribbean Sunday Funday**
  - Attendance: Over 200 people.
  - Steel Drums player.
  - Café provided specials.
    - Frozen Relaxer \$6, Miller Lite Draft \$2, Shark Bite \$7.

### **Upcoming August Events:**

- **August 3<sup>rd</sup> – Music Bingo & Trivia**
  - Café Specials - \$8 Mahi Dip, \$2 Miller Light Draft.
  - \$100 in Prizes.

- **August 5<sup>th</sup> – Back to School Bash**

- Attendance: 250 people.
- Mermaids doing fake tattoos and swimming with the kids, DJ, Foam Party, Balloon Arch.
- Foam Party was a HUGE success.



- **August 10<sup>th</sup> – Music Bingo & Trivia**

- Café Specials.
- \$100 in Prizes.
- **August 11<sup>th</sup> – First Friday with Jeremy Weinglass at RiverClub.**
  - Cafe Specials really bring in the crowd.
- **August 13<sup>th</sup> – Karaoke with DJ Ross at RiverClub.**
- **August 19<sup>th</sup> – Mobile Axe Throwing.**
- **August 20<sup>th</sup> – Golf & Brunch at RiverHouse.**
- **August 25<sup>th</sup> – Adult Rock Party.**
- **August 26<sup>th</sup> – Water Balloon Battle.**

#### **Upcoming September Events:**

- **September 1<sup>st</sup> – Live music with Jeremy Wineglass at the RiverClub.**
- **September 2<sup>nd</sup> – Teen vs. Parent Challenge.**
- **September 3<sup>rd</sup> – BBQ Battle of the Residents.**
- **September 4<sup>th</sup> – Ice Cream Social at the RiverClub.**
- **September 14<sup>th</sup> – Trivia & Music Bingo with DJ Ross.**
- **September 15<sup>th</sup> – Mixology Class for 40.**
  - Residents must register as space is limited. Class already full as of 8/8/23
- **September 17<sup>th</sup> – Sunday Funday at RiverClub.**
- **September 17<sup>th</sup> – DJ with Music & Games at RH.**
- **September 21<sup>st</sup> – Music Bingo at Riverclub**
- **September 30<sup>th</sup> – Workout with Tracie at the Amphitheater.**





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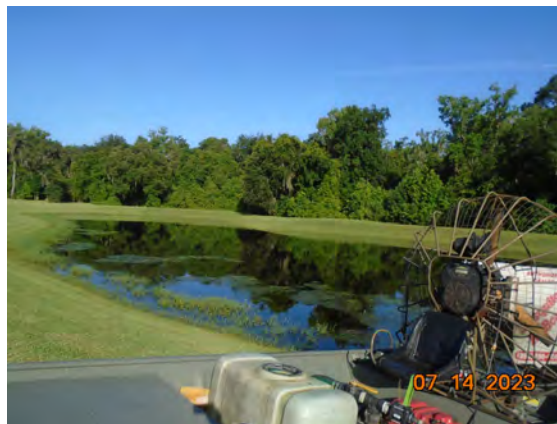
## Service Report

**Date :** July 31, 2023

**Field Techs:** Mike Liddell  
Justin Powers

**Client:** RiverTown

**Pond A:** Applied treatment for submersed vegetation and treated perimeter grasses.



**Pond B:** Algae treatments have been effective.



**Pond C:** Perimeter grasses are decaying, algae treatments have been effective.

**Pond D:** Applied algaecide to pond.

**Pond E:** Applied algaecide around edge of pond.



**Pond G:** Treated perimeter vegetation.



**Pond H:** Treated algae around entire pond, Discussed a treatment plan with Kevin that we will perform treatments every 7-10 days throughout the summer months.







**Pond I:** Treated algae and perimeter on two separate visits.



**Pond J:** Treated perimeter vegetation.



**Pond K:** Treated perimeter vegetation and algae around entire pond. This is the first treatment since the low oxygen problems in early May.



**Pond L:** Treated algae and perimeter weeds. No algae noticed.



**Pond M:** Treated perimeter weeds. Fountain was running at time of visit.

**Pond Q:** No algae noticed, previous treatment was effective.



**Pond R:** No algae noticed, treated perimeter weeds.



**Pond S:** No algae noticed. Perimeter weeds were dead, Wet easement.



**Pond T:** No algae noticed. Water level normal



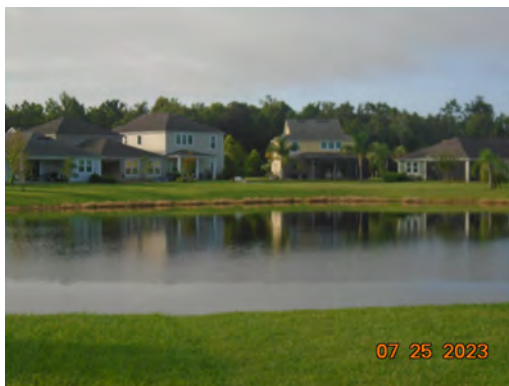
**Pond U:** Previous treatment was effective.



**Pond V:** No algae noticed, previous treatments were effective.



**Pond W:** Previous treatment was effective.



**Pond X: (Homestead)** Applied algaecide and pond dye.





**Pond Y: (behind model homes) No algae noticed.**



**Pond Z: (behind pond K) Algae treatments have been effective.**



**Pond AA: (Homestead) Applied algaecide around pond. Did a perimeter grass treatment in July using the original easement.**



**Pond BB: (Homestead) Treated perimeter grass.**



**Pond CC: Treated algae and perimeter weeds.**



**Pond DD: Treated algae, this algae when it decays turns back into the nutrients that makes the new algae grow.**



**Pond EE: Treated algae and perimeter.**



**Pond FF:** Previous treatments were effective.



**Pond GG:** Previous treatments have been effective, no algae noticed.



**Pond HH:** Previous treatments were effective.



**Pond II:** Treated for algae.



**Pond JJ:** Applied pond dye.





**Pond KK:** Perimeter vegetation is decaying.



**Pond LL:** No algae noticed. Previous perimeter treatment was effective.



**Pond MM:** Previous algae treatment effective.



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



**Pond OO:** Previous treatment effective. No algae noticed.



**Pond PP:** Treated perimeter weeds.



**Pond QQ:** Previous treatment was effective.





**Pond RR:** Previous treatment was effective.



**Pond SS:** Applied algaecide.



**Pond TT:** Treated perimeter vegetation.



**Pond UU:** Treated perimeter vegetation and algae.



**Pond VV:** Previous treatment was effective no algae noticed.



**Pond WW:** Treated algae.



**Pond XX:** Previous treatment effective.



**Pond YY:** Pond is dry, no treatment required.

**Pond ZZ:** No algae noticed. Previous treatment effective.

**Pond AAA:** Water level is low. Previous treatment effective.



**Pond BBB:** Previous treatment effective.



**Pond CCC:** No algae or invasive weeds noticed.



**Pond DDD:** No algae or invasive weeds noticed.



**Pond EEE:** No algae or invasive weeds noticed, water level low.



**Pond CR-7 (front):** Previous treatment effective. No algae



**Pond River Club 1:** Treated algae around pond.

**Pond River Club 2:** Applied algaecide to shallow water, mostly mud and muck.



## Water Song

**Pond 1:** Applied pond dye.



**Pond 2:** Treated perimeter vegetation.



**Pond 3:** No invasive species.



**Pond 4:** Applied pond dye.



**Pond 5:** Treated perimeter vegetation.



**Pond 6:** Treated perimeter vegetation.



**Pond 7:** No invasive vegetation noticed.



**Pond 8:** Treated southern naiad, this submersed weed is in the entire water column. We can only treat a third of the pond each month (the chemical is very strong and can cause a fish kill).



**Pond 9:** Treated perimeter vegetation.



**Pond 10:** Water clarity improved. No new growth noted.





**Pond 11:** Treated for minor torpedo grass and cattails.



**Pond 12:** No new growth noted. Water clarity is excellent.



**Pond 13:** Vegetation is decaying.





**Pond 14:** Treated cattails.



**Pond 15:** Applied algaecide to pond.