

*Rivers Edge II*  
*Community Development District*

*September 20, 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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September 13, 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, September 20, 2023 at 9:00 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. Approval of Consent Agenda
  - A. Minutes of the August 16, 2023 Board of Supervisors Meeting
  - B. Financial Statements through July 31, 2023
- IV. Business Items
  - A. Consideration of Liability Insurance Proposals
    - 1. FIA Renewal
    - 2. Brown and Brown
  - B. Ratification of Addendum to Yellowstone Agreement for Storm Clean Up Services
  - C. Ratification of Interim Pond Maintenance Agreement with J&J
  - D. Consideration Proposals for Pond Maintenance Services
    - 1. Aquagenix
    - 2. J&J
    - 3. Lake Doctors
    - 4. Solitude
    - 5. Florida Waterways
  - E. Consideration of Proposal for Shinnecock Drainage Repair and Plant Replacement

F. Discussion of Policy for Aged Invoices

G. Discussion of Holiday Lighting

V. Staff Reports

A. Landscape Maintenance – Report

B. District Engineer – Update on Storm Inlet Repairs

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 – October 18, 2023 at 9:00 a.m. the RiverHouse

X. Adjournment

### *THIRD 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, August 16, 2023 at 10:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Present and constituting a quorum were:

DJ Smith	Chairman
Jason Thomas	Vice Chairman
Amber King	Supervisor
Adam Davis	Supervisor

Also present were:

Howard McGaffney	District Manager
Jennifer Kilinski	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	General Manager
Mike Scuncio	Yellowstone Landscape
Corey Roberts	Kilinski Van Wyk

The following is a summary of the discussions and actions taken at the August 16, 2023 meeting.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. McGaffney called the meeting to order at 10:31 a.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

A resident commented that the service at the RiverClub has improved, however she suggested extra training for the staff on how to handle certain incidents.

Mr. Davidson stated that a manager is typically onsite seven days a week, however on the day of the most recent incident the manager had to leave early.

Mr. McGaffney added that any physical altercation is going to result in an immediate 30-day suspension of amenity privileges.

A resident asked if an adult-only swim time could be set up, possibly from 8:00 p.m. to 10:00 p.m.

Mr. McGaffney stated that the Board could discuss it in a future meeting if directed by the Chair or staff.

A resident commented on the pool water being cloudy over the weekend. She also commented on the lack of seating at the pool.

Mr. McGaffney stated that the pools are cleaned, and chemicals are checked daily. The seating on the pool deck is at the maximum allowed by law.

### **THIRD ORDER OF BUSINESS**

#### **Business Items**

#### **A. Insurance Proposal from Brown & Brown**

Mr. McGaffney presented a proposal for liability insurance from Brown & Brown noting the deductible for the current insurance provider is 5% per occurrence / \$10,000 and the deductible is 5% per occurrence / \$35,000.

This item was tabled to see what premium the current insurance carrier can provide.

#### **B. Public Hearing for the Purpose of Adopting the Fiscal Year 2024 Budget and Imposing Special Assessments**

Mr. McGaffney noted that there is no increase in the on-roll assessments for Fiscal Year 2024 and the developer contributions will cover a large portion of the budget. The largest increases in the budget are related to landscape and insurance expenses. He also informed the Board that the budgeted amounts for the amenity manager, maintenance service and lifestyle director need to be increased, and that increase will be covered by carry forward surplus.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the public hearing was opened.
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A resident asked if the developer would contribute to the budget until they leave the community.

Mr. McGaffney responded that the intention is to eventually wean off the developer funding and have everything on-roll.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the public hearing was closed.
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**1. Consideration of Resolution 2023-11, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2024**

Ms. Kilinski stated that the amendments mentioned previously will be incorporated into the budget and page two of the resolution will be filled in.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2023-11, relating to annual appropriations and adopting the budget for Fiscal Year 2024 as revised was approved.

**2. Consideration of Resolution 2023-12, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2024**

Ms. Kilinski stated that Resolution 2023-12 levies the lien securing the assessments to fund the budget just adopted.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2023-12, imposing special assessments and certifying an assessment roll for Fiscal Year 2024 was approved.

**3. Developer Funding Agreement for Fiscal Year 2024**

Ms. Kilinski stated that there is a deficit funding arrangement in place to keep the assessments level from last year. This agreement secures the obligation to pay those amounts as they become due.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the developer funding agreement for Fiscal Year 2024 was approved.

**C. Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2024**

Mr. McGaffney presented a proposed meeting schedule for Fiscal Year 2024 including meetings on the third Wednesday of each month, with exception to November. He noted there is a conflict with the July 17<sup>th</sup> meeting, so that meeting will be removed.

Mr. Smith stated that both he and Supervisor King have conflicts with the March meeting, so there would not be quorum. The meeting was moved to March 28, 2023.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the Fiscal Year 2024 meeting schedule was approved as revised.

**FOURTH ORDER OF BUSINESS**

**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**

Copies of the minutes, financial statements, and the check register totaling \$152,335.51 were included in the agenda package.

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

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

- A. Landscape Maintenance – Report**

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

- B. District Engineer**

Mr. Stilwell informed the Board he is still waiting for the stop signs for Main Street and Kendall Crossing to come in. Once they're in, the striping can be coordinated.

- C. District Counsel**

There being nothing to report, the next item followed.

- D. District Manager**

There being nothing to report, the next item followed.

- E. General Manager - 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. Davidson informed the Board a deficiency letter was sent to Charles Aquatics and asked the Board if they wanted to follow the same direction as CDD3 with issuing an RFP for pond maintenance services.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor authorizing staff to issue an RFP for pond maintenance services 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**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

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

**TENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Smith seconded by Mr. Thomas 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  
July 31, 2023



**Rivers Edge II**  
**Community Development District**  
**Combined Balance Sheet**  
July 31, 2023

	<b><u>Governmental Fund Types</u></b>				<b>Totals</b>
	<b>General</b>	<b>Debt Service</b>	<b>Capital Projects</b>	<b>Capital Reserve</b>	<b>(Memorandum Only)</b>
<b><u>Assets:</u></b>					
Cash	\$818,675	---	---	\$115,667	\$934,342
Due from Vesta- Café	\$32,743	---	---	---	\$32,743
Due from Other	\$5,569	---	---	---	\$5,569
Custody Account	\$233,430	---	---	---	\$233,430
Investment - SBA	\$5,051	---	---	\$21,064	\$26,115
<b><u>Series 2020</u></b>					
Reserve	---	\$235,359	---	---	\$235,359
Revenue	---	\$239,478	---	---	\$239,478
Acquisition & Construction	---	---	\$5,594	---	\$5,594
<b><u>Series 2021</u></b>					
Reserve	---	\$276,000	---	---	\$276,000
Revenue	---	\$196,715	---	---	\$196,715
Acquisition & Construction	---	---	\$2,600	---	\$2,600
Prepaid Expenses	\$5,738	---	---	---	\$5,738
Utility Deposits	\$16,840	---	---	---	\$16,840
Accounts Receivable	\$11,570	---	---	---	\$11,570
<b>Total Assets</b>	<b>\$1,129,617</b>	<b>\$947,552</b>	<b>\$8,194</b>	<b>\$136,730</b>	<b>\$2,222,093</b>
<b><u>Liabilities:</u></b>					
Accounts Payable	\$237,234	---	---	---	\$237,234
Due to Vesta- Café	\$34,281	---	---	---	\$34,281
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	---	---	\$136,730	\$201,730
Restricted for Debt Service	---	\$947,552	---	---	\$947,552
Restricted for Capital Projects	---	---	\$7,056	---	\$7,056
Unassigned	\$775,902	---	---	---	\$775,902
<b>Total Liabilities and Fund Equity</b>	<b>\$1,129,617</b>	<b>\$947,552</b>	<b>\$8,194</b>	<b>\$136,730</b>	<b>\$2,222,093</b>

**Rivers Edge II**  
**Community Development District**  
Statement of Revenues & Expenditures  
For The Period Ending July 31, 2023

Description	PRORATED		ACTUAL THRU 7/31/23	VARIANCE
	ADOPTED BUDGET	BUDGET THRU 7/31/23		

**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	\$412,223	\$533,805	\$121,582
Special Events	\$7,000	\$5,833	\$300	(\$5,533)
Miscellaneous Income/Interest	\$10,000	\$10,000	\$14,584	\$4,584
Cost Share Amenity- Rivers Edge III	\$138,839	\$115,699	\$115,699	\$0

<b>Total Revenues</b>	<b>\$2,553,771</b>	<b>\$2,447,019</b>	<b>\$2,736,777</b>	<b>\$289,757</b>
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**Expenditures**

**Administrative**

Engineering	\$15,000	\$12,500	\$4,940	\$7,560
Arbitrage	\$1,200	\$1,000	\$600	\$400
Dissemination Agent	\$5,000	\$4,167	\$4,167	(\$0)
Attorney	\$30,000	\$25,000	\$25,015	(\$15)
Annual Audit	\$5,000	\$4,167	\$4,120	\$47
Assessment Fees	\$5,000	\$5,000	\$5,000	\$0
Trustee Fees	\$8,000	\$8,081	\$8,081	\$0
Management Fees	\$35,000	\$29,167	\$29,167	(\$0)
Construction Accounting	\$3,500	\$2,917	\$0	\$2,917
Information Technology	\$1,800	\$1,500	\$1,500	\$0
Website Administration	\$1,200	\$1,000	\$1,000	\$0
Telephone	\$200	\$167	\$76	\$90
Postage	\$800	\$667	\$166	\$501
Printing & Binding	\$1,200	\$1,000	\$544	\$456
Insurance	\$6,684	\$6,684	\$5,988	\$696
Legal Advertising	\$2,500	\$2,083	\$723	\$1,360
Other Current Charges	\$1,500	\$1,250	\$0	\$1,250
Office Supplies	\$550	\$458	\$10	\$448
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0

<b>Total Administrative</b>	<b>\$124,309</b>	<b>\$106,982</b>	<b>\$91,272</b>	<b>\$15,710</b>
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**Grounds Maintenance**

Cost Share Landscaping- Rivers Edge	\$713,588	\$594,657	\$594,657	(\$0)
Field Operations Management (Vesta)	\$44,324	\$36,936	\$37,676	(\$740)
Landscape Maintenance	\$396,805	\$330,671	\$336,509	(\$5,838)
Lake Maintenance	\$27,500	\$22,917	\$20,503	\$2,413
Landscape Replacements	\$500	\$500	\$117,722	(\$117,222)
Irrigation Repairs	\$0	\$0	\$45,309	(\$45,309)
Irrigation Water Use	\$0	\$0	\$26,232	(\$26,232)
Streetlighting	\$30,000	\$25,000	\$28,603	(\$3,603)

<b>Total Grounds Maintenance</b>	<b>\$1,212,717</b>	<b>\$1,010,680</b>	<b>\$1,207,211</b>	<b>(\$196,530)</b>
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**Rivers Edge II**  
**Community Development District**  
Statement of Revenues & Expenditures  
For The Period Ending July 31, 2023

Description	PRORATED		ACTUAL THRU 7/31/23	VARIANCE
	ADOPTED BUDGET	BUDGET THRU 7/31/23		
Amenity Center- River House				
General & Lifestyle Manager (Vesta)	\$93,614	\$78,012	\$81,430	(\$3,418)
Hospitality Staff (Vesta)	\$106,902	\$89,085	\$89,085	\$0
Amenity Manager (Vesta)	\$18,540	\$15,450	\$15,758	(\$308)
Security Monitoring	\$5,000	\$4,167	\$0	\$4,167
Telephone	\$11,000	\$9,167	\$9,989	(\$822)
Insurance	\$66,559	\$66,559	\$74,399	(\$7,840)
General Facility & Common Grounds Maint (Vesta)	\$75,040	\$62,534	\$63,784	(\$1,251)
Pool Maintenance(Vesta)	\$10,012	\$8,343	\$8,411	(\$68)
Pool Chemicals(Poolsure)	\$9,200	\$9,200	\$9,788	(\$588)
Janitorial Services (Vesta)	\$8,155	\$8,155	\$25,836	(\$17,681)
Access Cards	\$3,500	\$2,917	\$973	\$1,944
Window Cleaning	\$3,500	\$2,917	\$0	\$2,917
Natural Gas	\$5,600	\$4,667	\$3,886	\$781
Electric	\$30,000	\$25,000	\$18,314	\$6,686
Water & Sewer	\$119,000	\$99,167	\$17,869	\$81,297
Repair and Replacements	\$75,000	\$62,500	\$48,887	\$13,613
Refuse	\$15,000	\$12,500	\$13,510	(\$1,010)
Pest Control	\$1,920	\$1,600	\$1,494	\$106
License/Permits	\$1,000	\$833	\$350	\$483
Other Current	\$500	\$417	\$0	\$417
Special Events	\$30,000	\$30,000	\$38,180	(\$8,180)
Holiday Decorations	\$23,000	\$19,167	\$20,485	(\$1,318)
Office Supplies/Postage	\$1,500	\$1,250	\$281	\$969
Café-Cost of Goods Sold (Vesta)	\$234,568	\$195,474	\$199,254	(\$3,780)
Café-Labor (Vesta)	\$236,447	\$236,447	\$305,812	(\$69,365)
Café-Bank Fees (Vesta)	\$22,187	\$18,489	\$21,544	(\$3,055)
Other Expenses related to Café Operations	\$0	\$0	\$1,071	(\$1,071)
Total Amenity Center- River House	\$1,206,745	\$1,064,014	\$1,070,390	(\$6,376)
General Reserves	\$75,000	\$75,000	\$75,000	\$0
Total Expenditures	\$2,618,771	\$2,256,677	\$2,443,873	(\$187,197)
Excess Revenues/Expenses	(\$65,000)		\$292,903	
Fund Balance - Beginning	\$65,000		\$564,839	
Fund Balance - Ending	\$0		\$857,742	



**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	0	\$147,694	\$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	\$65,511	\$0	\$0	\$533,805
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	\$1,563	\$0	\$0	\$14,584
Cost Share Amenity- Rivers Edge III	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$0	\$0	\$115,699
<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>\$79,760</b>	<b>\$226,337</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,736,777</b>

**Expenditures:**

**Administrative**

Engineering	\$588	\$293	\$424	\$185	\$368	\$705	\$496	\$0	\$1,218	\$665	\$0	\$0	\$4,940
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600	\$0	\$0	\$600
Dissemination Agent	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$417	\$0	\$0	\$4,167
Attorney	\$1,854	\$1,418	\$2,140	\$2,455	\$3,089	\$2,749	\$1,363	\$5,185	\$2,221	\$2,541	\$0	\$0	\$25,015
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	\$2,917	\$0	\$0	\$29,167
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	\$150	\$0	\$0	\$1,500
Webiste Administration	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$1,000
Telephone	\$16	\$7	\$29	\$18	\$1	\$6	\$0	\$0	\$0	\$0	\$0	\$0	\$76
Postage	\$0	\$19	\$85	\$0	\$12	\$5	\$10	\$7	\$17	\$11	\$0	\$0	\$166
Printing & Binding	\$187	\$100	\$1	\$38	\$12	\$28	\$14	\$9	\$82	\$72	\$0	\$0	\$544
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	\$209	\$0	\$0	\$723
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	\$1	\$0	\$0	\$10
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>\$12,783</b>	<b>\$7,683</b>	<b>\$0</b>	<b>\$0</b>	<b>\$91,272</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	\$59,466	\$0	\$0	\$594,657
Field Operations Management (Vesta)	\$3,768	\$3,768	\$3,768	\$3,768	\$3,768	\$3,768	\$3,768	\$3,768	\$3,768	\$3,768	\$0	\$0	\$37,676
Landscape Maintenance	\$33,840	\$33,840	\$31,438	\$34,352	\$33,840	\$33,840	\$33,839	\$33,840	\$33,840	\$33,840	\$0	\$0	\$336,509
Lake Maintenance	\$1,889	\$1,889	\$940	\$1,889	\$840	\$1,889	\$1,889	\$1,889	\$1,889	\$5,500	\$0	\$0	\$20,503
Landscape Replacements	\$14,329	\$4,965	\$4,938	\$1,500	\$0	\$69,302	\$0	\$3,867	\$12,977	\$5,845	\$0	\$0	\$117,722
Irrigation Repairs	\$14,392	\$13,691	\$111	\$3,295	\$762	\$157	\$1,187	\$1,174	\$6,373	\$4,170	\$0	\$0	\$45,309
Irrigation Water Use	\$1,326	\$2,004	\$2,807	\$979	\$1,974	\$2,222	\$2,125	\$2,960	\$5,244	\$4,591	\$0	\$0	\$26,232
Streetlighting	\$2,596	\$2,637	\$2,737	\$2,956	\$3,089	\$2,830	\$2,985	\$2,893	\$3,021	\$2,860	\$0	\$0	\$28,603
<b>Total Grounds Maintenance</b>	<b>\$131,604</b>	<b>\$122,258</b>	<b>\$106,204</b>	<b>\$108,203</b>	<b>\$103,738</b>	<b>\$173,473</b>	<b>\$105,257</b>	<b>\$109,857</b>	<b>\$126,577</b>	<b>\$120,039</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,207,211</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	\$8,119	\$0	\$0	\$81,430
Hospitality Staff (Vesta)	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$8,909	\$0	\$0	\$89,085
Amenity Manager (Vesta)	\$1,576	\$1,576	\$1,576	\$1,576	\$1,576	\$1,576	\$1,576	\$1,576	\$1,576	\$1,576	\$0	\$0	\$15,758
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	\$1,034	\$0	\$0	\$9,989
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	\$6,378	\$0	\$0	\$63,784
Pool Maintenance(Vesta)	\$826	\$826	\$826	\$834	\$834	\$834	\$927	\$834	\$834	\$834	\$0	\$0	\$8,411
Pool Chemicals(Poolsure)	\$834	\$834	\$834	\$1,041	\$1,041	\$1,041	\$1,041	\$1,041	\$1,041	\$1,041	\$0	\$0	\$9,788
Janitorial Services (Vesta)	\$2,584	\$2,584	\$2,584	\$2,584	\$2,584	\$2,584	\$2,584	\$2,584	\$2,584	\$2,584	\$0	\$0	\$25,836
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	\$223	\$0	\$0	\$3,886
Electric	\$1,717	\$1,645	\$1,916	\$1,961	\$1,910	\$1,625	\$1,766	\$1,766	\$2,099	\$1,910	\$0	\$0	\$18,314
Water & Sewer	\$1,692	\$2,484	\$2,138	\$1,703	\$1,835	\$1,873	\$1,455	\$1,489	\$1,901	\$1,298	\$0	\$0	\$17,869
Repair and Replacements	\$11,798	\$6,376	\$3,174	\$5,085	\$4,938	\$297	\$4,108	\$4,281	\$6,467	\$2,362	\$0	\$0	\$48,887
Refuse	\$1,288	\$1,295	\$1,303	\$1,296	\$1,313	\$1,285	\$1,269	\$1,256	\$1,613	\$1,592	\$0	\$0	\$13,510
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	\$3,750	\$2,480	\$0	\$0	\$38,180
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	\$21,854	\$0	\$0	\$199,254
Café-Labor (Vesta)	\$19,350	\$17,178	\$14,921	\$19,005	\$27,754	\$37,090	\$38,881	\$39,509	\$48,468	\$43,657	\$0	\$0	\$305,812
Café-Bank Fees (Vesta)	\$1,623	\$905	\$1,137	\$1,136	\$2,412	\$3,346	\$2,280	\$2,504	\$2,778	\$3,424	\$0	\$0	\$21,544
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>\$111,800</b>	<b>\$121,350</b>	<b>\$109,274</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,070,390</b>
General Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$0	\$0	\$0	\$0	\$75,000
<b>Total Expenditures</b>	<b>\$312,713</b>	<b>\$226,388</b>	<b>\$183,977</b>	<b>\$212,478</b>	<b>\$200,502</b>	<b>\$285,968</b>	<b>\$216,846</b>	<b>\$232,295</b>	<b>\$260,710</b>	<b>\$236,996</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,443,873</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$174,104)</b>	<b>\$71,948</b>	<b>\$144,877</b>	<b>\$133,175</b>	<b>\$286,661</b>	<b>(\$46,710)</b>	<b>\$152,033</b>	<b>(\$8,366)</b>	<b>(\$180,950)</b>	<b>(\$10,659)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$292,903</b>

**Rivers Edge II**  
**Community Development District**  
**Debt Service Fund - Series 2020**  
Statement of Revenues & Expenditures  
For The Period Ending July 31, 2023

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
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**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	\$16,281	\$14,781

<b>Total Revenues</b>	<b>\$514,056</b>	<b>\$506,525</b>	<b>\$532,616</b>	<b>\$26,092</b>
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**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>
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<b>Excess Revenues (Expenditures)</b>	<b>\$48,544</b>	<b>\$41,012</b>	<b>\$67,104</b>	<b>\$26,092</b>
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<b>Net Change in Fund Balance</b>	<b>\$48,544</b>	<b>\$41,012</b>	<b>\$67,104</b>	<b>\$26,092</b>
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<b>Fund Balance - Beginning</b>	<b>\$175,016</b>		<b>\$407,733</b>	
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<b>Fund Balance - Ending</b>	<b>\$223,560</b>		<b>\$474,836</b>	
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Reserve	\$235,359
Revenue	\$239,478
	<u>\$474,836</u>

**Rivers Edge II**  
**Community Development District**  
**Debt Service Fund - Series 2021**  
Statement of Revenues & Expenditures  
For The Period Ending July 31, 2023

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 7/31/23	ACTUAL THRU 7/31/23	VARIANCE
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**Revenues:**

Assessment -Direct Bill	\$552,000	\$552,000	\$552,000	\$0
Interest Income	\$1,500	\$1,500	\$18,245	\$16,745

<b>Total Revenues</b>	<b>\$553,500</b>	<b>\$553,500</b>	<b>\$570,245</b>	<b>\$16,745</b>
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**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>
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<b>Excess Revenues (Expenditures)</b>	<b>\$1,725</b>	<b>\$1,725</b>	<b>\$18,470</b>	<b>\$16,745</b>
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<b>Net Change in Fund Balance</b>	<b>\$1,725</b>	<b>\$1,725</b>	<b>\$18,470</b>	<b>\$16,745</b>
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<b>Fund Balance - Beginning</b>	<b>\$183,600</b>		<b>\$454,246</b>	
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<b>Fund Balance - Ending</b>	<b>\$185,325</b>		<b>\$472,715</b>	
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Reserve	\$276,000
Revenue	\$196,715
	<u>\$472,715</u>

**Rivers Edge II**  
**Community Development District**  
**Capital Reserve Fund**  
Statement of Revenues & Expenditures  
For The Period Ending July 31, 2023

Description	PROPOSED	PRORATED	ACTUAL	VARIANCE
	BUDGET	BUDGET THRU 7/31/23	THRU 7/31/23	
<b><u>Revenues:</u></b>				
Interest Income	\$0	\$0	\$1,064	\$1,064
Capital Reserve Funding	\$75,000	\$75,000	\$75,000	\$0
<b>Total Revenues</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$76,064</b>	<b>\$1,064</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>\$61,730</b>	
<b>Fund Balance - Beginning</b>	<b>\$0</b>		<b>\$75,000</b>	
<b>Fund Balance - Ending</b>	<b>\$75,000</b>		<b>\$136,730</b>	

**Rivers Edge II**  
**Community Development District**  
**Capital Projects Funds**  
Statement of Revenues & Expenditures  
For The Period Ending July 31, 2023

Description	SERIES 2020	SERIES 2021
<b><u>Revenues:</u></b>		
Interest Income	\$181	\$15,095
<b>Total Revenues</b>	<b>\$181</b>	<b>\$15,095</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>\$181</b>	<b>(\$719,647)</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>\$181</b>	<b>(\$719,647)</b>
<b>Fund Balance - Beginning</b>	<b>\$4,275</b>	<b>\$722,247</b>
<b>Fund Balance - Ending</b>	<b>\$4,456</b>	<b>\$2,600</b>

**Rivers Edge II**  
**Community Development District**  
**Long Term Debt Report**

**Series 2020 Capital Improvement Revenue Bonds**

Interest Rate:	4.5% - 5.3%
Maturity Date:	5/1/2026
Reserve Fund Definition:	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$235,359
Reserve Fund Balance:	\$235,359
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

**Series 2021 Capital Improvement Revenue Bonds**

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 Request #</b>	<b>Date of Request</b>	<b>Wire/Check Date Received Developer</b>	<b>Total Amount Received</b>	<b>Total Funding Request FY 22</b>	<b>Total Funding Request FY 23</b>	<b>Balance (Due From Developer)/ 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	7/5/03	\$147,693.61	\$0.00	\$147,693.61	\$0.00
<b>Total Due from Developer</b>				<b>\$73,670.28</b>	<b>\$1,459,271.64</b>	<b>\$360.00</b>

**Total Developer Contributions** **\$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 DEBT INVOICED NET	SERIES 2021 DEBT INVOICED NET	FY23 O&M	TOTAL INVOICED 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 DEBT PAID	SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS 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 AMOUNT	SERIES 2020 DEBT	SERIES 2021 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>

## *FOURTH ORDER OF BUSINESS*

*A.*

*1.*



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

### Rivers Edge II Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

## **About FIA**

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### **Competitive Advantage**

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### **How are FIA Members Protected?**

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

### **What Are Members Responsible For?**

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

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

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123730**

## **PROPERTY COVERAGE**

### **SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$8,067,703
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	\$206,500

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

	<b><u>Valuation</u></b>	<b><u>Coinsurance</u></b>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<b><u>Coverage</u></b>	<b><u>Deductibles</u></b>	<b><u>Limit</u></b>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

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

**TOTAL PROPERTY PREMIUM**

**\$69,504**

**Extensions of Coverage**

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

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



X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

## CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

## Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

## AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto  See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

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

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

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

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

**Cyber Liability sublimit included under POL/EPLI**

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

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

**Term: October 1, 2023 to October 1, 2024**

**Quote Number: 100123730**

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$69,504
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$4,544
Public Officials and Employment Practices Liability	\$2,694
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$76,742</b>

#### IMPORTANT NOTE

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

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

Additional Notes:

(None)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

Rivers Edge II Community Development District

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

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

\_\_\_\_\_  
Print Name

Witness By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

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



## PROPERTY VALUATION AUTHORIZATION

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

---

### QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), 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 National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance 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. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

<input checked="" type="checkbox"/>	Building and Content TIV	\$8,067,703	As per schedule attached
<input checked="" type="checkbox"/>	Inland Marine	\$206,500	As per schedule attached
<input type="checkbox"/>	Auto Physical Damage	Not Included	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

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

**Rivers Edge II Community Development District**

Policy No.: 100123730  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
1	Entry Gate/Signage		2018	10/01/2023	\$207,200	\$207,200	
	160 Riverglade Run St. Johns FL 32259		Non combustible	10/01/2024			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
2	Pool, Equipment w/Enclosure, Deck		2018	10/01/2023	\$835,262	\$952,671	
	160 Riverglade Run St. Johns FL 32259		Below ground liquid storage tank / pool	10/01/2024	\$117,409		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
3	Clubhouse		2018	10/01/2023	\$3,681,623	\$4,055,326	
	160 Riverglade Run St. Johns FL 32259		Masonry non combustible	10/01/2024	\$373,703		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
4	Wood Boardwalk, Kayak Launch & Dock (8)		2018	10/01/2023	\$352,410	\$352,410	
	160 Riverglade Run St. Johns FL 32259		Non combustible	10/01/2024			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
5	Playground & Benches		2018	10/01/2023	\$122,477	\$122,477	
	160 Riverglade Run St. Johns FL 32259		Non combustible	10/01/2024			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
6	Kayak Storage Building		2018	10/01/2023	\$168,040	\$184,240	
	160 Riverglade Run St. Johns FL 32259		Masonry non combustible	10/01/2024	\$16,200		
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
7	Amphitheater		2018	10/01/2023	\$223,179	\$223,179	
	160 Riverglade Run St. Johns FL 32259		Non combustible	10/01/2024			

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Rivers Edge II Community Development District**

Policy No.: 100123730  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
8	Fire Pits		2018	10/01/2023	\$34,000		\$34,000	
	160 Riverglade Run St. Johns FL 32259		Property in the Open	10/01/2024				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
9	South Roundabout: Small Street Signs 20 @ \$950		2018	10/01/2023	\$19,000		\$19,000	
	38 Riverwalk Blvd St. Johns FL 32259		Property in the Open	10/01/2024				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
10	South Roundabout: Small Crosswalk Powered 4 @ \$1500		2018	10/01/2023	\$6,000		\$6,000	
	38 Riverwalk Blvd St. Johns FL 32259		Property in the Open	10/01/2024				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
11	South Roundabout: Large Street Signs 4 @ \$2,000		2018	10/01/2023	\$8,000		\$8,000	
	38 Riverwalk Blvd St. Johns FL 32259		Property in the Open	10/01/2024				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
12	South Roundabout: Light Poles 16@ \$4,000		2018	10/01/2023	\$64,000		\$64,000	
	38 Riverwalk Blvd St. Johns FL 32259		Property in the Open	10/01/2024				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
13	Dumpster Enclosure		2018	10/01/2023	\$15,000		\$15,000	
	160 Riverglade Run St. Johns FL 32259		Masonry non combustible	10/01/2024				
Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
14	Amenity Fencing		2018	10/01/2023	\$135,450		\$135,450	
	160 Riverglade Run St. Johns FL 32259		Non combustible	10/01/2024				

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Rivers Edge II Community Development District**

Policy No.: 100123730  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
15	Lift Station		2018	10/01/2023	\$70,250		
	160 Riverglade Run St. Johns FL 32259		Pump / lift station	10/01/2024		\$70,250	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
16	Pool Furniture in the Open		2018	10/01/2023	\$23,500		
	160 Riverglade Run St. Johns FL 32259		Property in the Open	10/01/2024		\$23,500	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
17	WaterSong Entry Monument		2022	10/01/2023	\$175,000		
	114 MistFlower Dr St. Johns FL 32259		Non combustible	10/01/2024		\$175,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
18	WaterSong Entry pilars and fence (20)		2022	10/01/2023	\$120,000		
	114 MistFlower Dr St. Johns FL 32259		Non combustible	10/01/2024		\$120,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
19	KeyStone Corners Entry Monument		2022	10/01/2023	\$225,000		
	LongLeaf Pine Pkwy and KeyStone Corners St. Johns FL 32259		Non combustible	10/01/2024		\$225,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
20	HighPointe Playground w/ pavilion, 2 benches, bike rack and signage		2022	10/01/2023	\$20,000		
	Keystone Corners and Shinecock St. Johns FL 32259		Non combustible	10/01/2024		\$20,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
21	HighPointe Entry Monument		2022	10/01/2023	\$50,000		
	84 Shinnecock Dr St. Johns FL 32259		Non combustible	10/01/2024		\$50,000	

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Rivers Edge II Community Development District**

Policy No.: 100123730  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
22	The Manor entry signs x 2		2022	10/01/2023	\$20,000		
	Keystone Corners and Terra Oaks St. Johns FL 32259		Non combustible	10/01/2024		\$20,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
23	Rivertown Entry Towers (2)		2020	10/01/2023	\$200,000		
	Keystone Corners Blvd & Longleaf Pine Pkwy St. Johns FL 32261		Frame	10/01/2024		\$200,000	
	Pyramid hip			Metal panel			
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
24	Rivertown Entry Monument Walls (2)		2020	10/01/2023	\$350,000		
	Keystone Corners Blvd & Longleaf Pine Pkwy St. Johns FL 32261		Masonry non combustible	10/01/2024		\$350,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
25	Mail Kiosks		2020	10/01/2023	\$60,000		
	Various St. Johns FL 32261		Non combustible	10/01/2024	\$15,000	\$75,000	
Unit #	Description		Year Built	Eff. Date	Building Value	Total Insured Value	
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering	Covering Replaced	Roof Yr Blt	
26	Irrigation Equipment		2020	10/01/2023	\$250,000		
	Various St. Johns FL 32261		Pump / lift station	10/01/2024	\$110,000	\$360,000	
Total:			Building Value \$7,435,391	Contents Value \$632,312	Insured Value \$8,067,703		

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



Inland Marine Schedule

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

Policy No.: 100123730  
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Kayaks (5 at \$800 each)		Other inland marine	10/01/2023 10/01/2024	\$4,000	\$1,000
2	Street Lights (33 @ \$3K each)		Other inland marine	10/01/2023 10/01/2024	\$132,000	\$1,000
3	Street Signs		Other inland marine	10/01/2023 10/01/2024	\$60,000	\$1,000
4	Floating Pond Fountains (2) Pond 8 (\$3,500 Each)		Other inland marine	10/01/2023 10/01/2024	\$7,000	\$1,000
5	Floating Pond Fountain Pond 7		Other inland marine	10/01/2023 10/01/2024	\$3,500	\$1,000
				Total	\$206,500	

Sign: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

2.

PUBLIC SECTOR

# Insurance Proposal (Revised 9-11-23)

October 1, 2023 – October 1, 2024

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT



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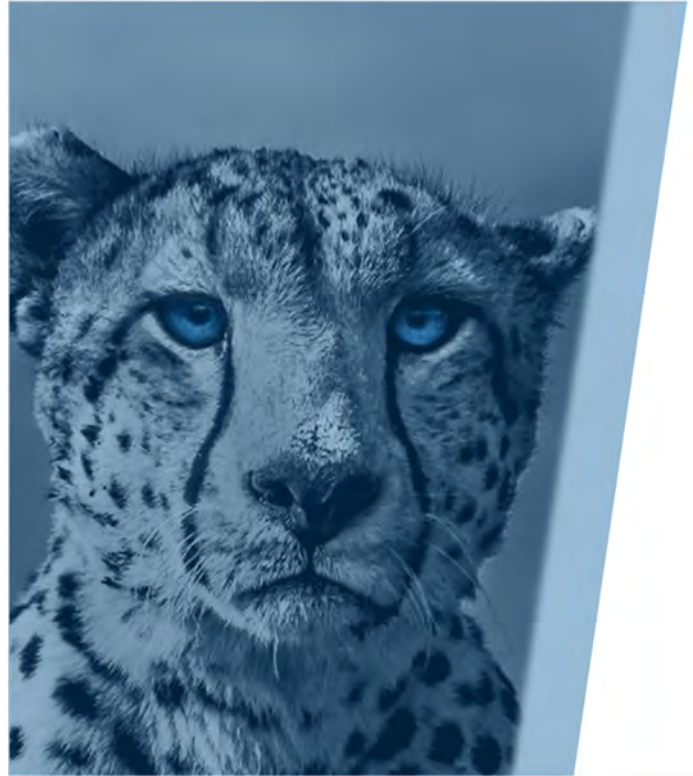
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### Our Story

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

### Service Representatives

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

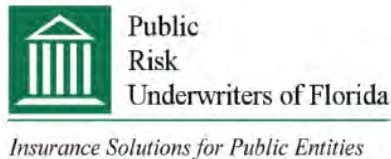
### The Power of Groups and People

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 **(Revised)**

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$8,364,279	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 \$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 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 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: Non-Negligent Claims Negligent Claims.	\$10,000/\$200,000 \$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 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	\$0 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> Retroactive Date: 10/1/2023		
Per Claim	\$1,000,000	\$0 Per Claim
<b>Employment Practices Liability</b> Retroactive Date: 10/1/2023		
Per Claim	\$1,000,000	\$0 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

Cyber Liability		
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	\$500,000	12 Hours
Period of Restoration	6 Months	

\*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 Each Accident
Personal Injury Protection	Statutory	5	\$0 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 per Vehicle
Collision (Based on 00 Vehicles)	Per Schedule	8	\$1,000 per Vehicle
Rental Coverage	\$50 per day / \$5,000 Aggregate		N/A
Hired Physical Car Damage	\$35,000		\$1,000 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:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	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.
3	=	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.
4	=	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.
5	=	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.
6	=	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.
7	=	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).
8	=	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.
9	=	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 (Revised)

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b><i>Preferred Package</i></b>			
Property including Equipment Breakdown (\$2,500 AOP is subject to Carrier review of 5 years Loss Runs)	\$81,543.00	<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. Template can be found under Help section on portal home page (Submission is not complete without this information).	
If with PGIT less than 5 years, complete and attach the "Loss Summary" form or a "No Known Losses" letter. Form can be found Help section on 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**

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

**COVERAGE INFORMATION- General Liability**

<b>Operations: Special Events, Fairs, or Carnivals</b>	<b>Response</b>
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 TIV: \$8,364,279
X	Inland Marine Blanket Unscheduled IM: \$50,000 Scheduled Inland Marine: Not Included Total All Inland Marine: \$50,000
X	Property TRIA (Terrorism Risk Insurance Act) coverage
N/A	Crime
X	General Liability Ratable Payroll: Not Included
N/A	Law Enforcement Liability Officers: Not Included
X	Professional Liability Employees: Not Included
X X X	Automobile 0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
N/A	Excess Workers' Compensation 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

SIGN HERE

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

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

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

\_\_\_\_\_  
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.*

## **ADDENDUM SUPPLEMENTARY CONDITIONS RELATING TO FEDERAL STANDARDS**

The following supplementary conditions are required to ensure compliance with the standards of the Federal Emergency Management Agency ("FEMA"). Unless otherwise stated herein, the terms used in this Addendum have the meanings stated in the agreement to which this Addendum is attached. As used herein, the term "Contract" means the Agreement identified below together with this Addendum.

Agreement: *Yellowstone Landscape, Inc. ("Contractor") and Rivers Edge Community Development District, Rivers Edge II Community Development District and Rivers Edge III Community Development District (together, the "Districts") Landscape & Irrigation Maintenance Services Agreement* dated October 1, 2022.

### **1. REMEDIES**

- a. A default by either party under the Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance.
- b. In the event that either party is required to enforce the Contract by court proceedings or otherwise, the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- c. The Districts shall be solely responsible for enforcing each of its rights under the Contract against any interfering third party. Nothing contained in the Contract shall limit or impair the Districts' rights to protect such rights from interference by a third party.
- d. The Contract and the provisions contained therein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to the Contract shall be in St. Johns County, Florida.

### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

Either party may terminate the Contract by providing thirty (30) days' written notice of termination for convenience. The Districts may terminate this Contract immediately for cause. Upon any termination of the Contract, the Contractor shall be entitled to payment for all authorized services rendered up until the effective termination of the Contract, subject to whatever claims or offsets the Districts may have against the Contractor as the sole means of recovery for termination.

### **3. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

The Contractor acknowledges that FEMA financial assistance may be used to fund the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **4. CHANGES**

All changes, modifications, change orders, or constructive changes must be made in accordance with the terms of the Contract. To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. Notwithstanding anything to the contrary, the Districts will review all proposed changes, modifications, change orders, or constructive changes to ensure they meet the aforementioned conditions, and reserves the right to reject any proposed change that fails to satisfy the aforementioned conditions. The Contractor agrees to provide written documentation in connection with any change prior to commencement of the work associated with the change, confirming that: (1) the change is within the scope of the Districts' FEMA funding, (2) the change is reasonable under the circumstances, and (3) the Contractor will provide cost documentation of all requested changes, including any markup for overhead and profit as a separate element of the price.

#### **5. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractors must comply with the following, and include these provisions, in full, into any subcontracts:

- a. *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or



mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5 the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. *Withholding for unpaid wages and liquidated damages.* The Districts shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. § 5.5.
- d. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. § 5.5.
- e. *Further Compliance with the Contract Work Hours and Safety Standards Act:*
  - i. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
  - ii. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by

authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## **7. CLEAN AIR ACT**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the Districts and understands and agrees that the Districts will, in turn, report each violation as required to assure notification to any higher-tier recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **8. FEDERAL WATER POLLUTION CONTROL ACT**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the Districts and understands and agrees that the Districts will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. SUSPENSION AND DEBARMENT**

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. By entering into this Contract, Contractor certifies that neither it, nor its principals, nor its affiliates are excluded or disqualified as defined above. Contractor additionally certifies that no event has occurred and, to the knowledge of Contractor, no condition exists that may reasonably be expected to result in the debarment or suspension of Contractor from any contracting with the Government, and Contractor nor any subsidiary of Contractor has been subject to any such debarment or suspension prior to the date of this Contract. No Government investigation or inquiry involving fraud, deception or willful misconduct has been

commenced in connection with any Government Contract of Contractor or a Subsidiary or any activities of Contractor or any subsidiary. This certification is a material representation of fact relied upon by the Districts. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Districts, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall certify as to the representations in Exhibit A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

#### **11. PROCUREMENT OF RECOVERED MATERIALS**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired — (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **12. DOMESTIC PREFERENCE FOR PROCUREMENTS**

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of this clause:
  - i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and

polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **13. ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide the Districts, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Districts and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. Additionally, all documents of any kind provided to the Districts in connection with the Contract may additionally be considered public records in accordance with Chapter 119, Florida Statutes, and other Florida law, as more fully described in the Contract. The Contractor agrees to comply with such laws and cooperate in retaining such records for the applicable time periods.

### **14. DHS SEAL, LOGO, AND FLAGS**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The Contractor shall include this provision in any subcontracts.

### **15. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

### **16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

### **17. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

In procuring any necessary subcontracts, the Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As specified in 2 C.F.R. § 200.321(b), affirmative steps **must** include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **18. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Contractor grants to the Districts a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Districts or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Districts' data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Contract in formats acceptable by the Districts.

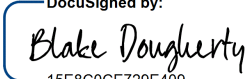
#### **19. BONDS**

- a. To the extent this Contract is a contract or subcontract for construction or facility improvement exceeding \$250,000, Contractor shall provide a payment bond and a performance bond for 100% of the Contract price.
- b. Such payment and performance bonds shall be on a form acceptable to the Districts.

*[Signatures on following page]*

In witness whereof, the parties hereto have executed this Addendum on the date indicated below.

**YELLOWSTONE LANDSCAPE,  
INC.**

DocuSigned by:  
  
15E8C0CE729E409

---

Signature  
Business Developement Manager

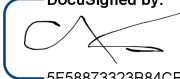
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Title  
9/12/2023

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Date

**RIVERS EDGE COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
  
5E58873323B84CB

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Signature  
Chairman

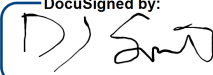
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Title  
8/29/2023

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Date

**RIVERS EDGE II COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
  
21107AD545A946E...

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Signature  
Chairman

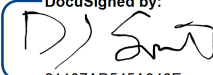
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Title  
8/29/2023

---

Date

**RIVERS EDGE III COMMUNITY  
DEVELOPMENT DISTRICT**

DocuSigned by:  
  
21107AD545A946E

---

Signature  
Chairman

---

Title  
8/29/2023

---

Date

**EXHIBIT A**  
**CERTIFICATION REGARDING LOBBYING**

By signing below, the undersigned certifies, to the best of his or her knowledge, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. By signing below, the Contractor certifies or affirms the truthfulness of each statement in the above certification and disclosure. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

---

Signature of Contractor's Authorized Official

---

Name and Title of Contractor's Authorized Official

---

Date

## EXHIBIT B PROPOSAL



904.268.2626 tel  
904.683.7327 fax

2662 Robert Street  
Jacksonville, FL 32207

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

June 1, 2023

### 2023 Hurricane Preparedness Planning

#### Dear Valued Client:

Hurricane season is June 1 through November 30. At Yellowstone we are committed to keeping your community at the forefront of our concerns. Typically, there are warning systems in place for hurricanes that allow ample time for evacuation and/or preparedness procedures to be implemented. When a Hurricane Watch is issued for the Jacksonville area, Yellowstone will activate our Hurricane Preparation Planning.

In the past, as we've approached a hurricane event, we typically receive an influx of requests to remove or trim hazardous trees in order to prevent property damage or personal injury situations. We highly recommend that you help us identify and address these hazards now so that we have ample time to reduce all of these risks. If we wait until the storm is approaching, it becomes very difficult for us to respond to everyone.

During a hurricane event we will likely have a slight shift in our normal mowing schedule. If we need to postpone mowing services, the turf may be a little taller during the following week's mowing operations but we should recover and resume normal service with no issues. In the event that additional cleanup is required, we will let you know in advance once site inspections have been completed post storm. If major damage occurs, we will stack down trees and limbs for pickup via our tree care grapple truck. The cleanup will be billed on a "Time and Materials" basis. This is the best option as it is unknown what damage will occur. Once it is determined that the cleanup is a billable event, a proposal will be generated based on the extent of cleanup required.

Our goal is to stay in communication regarding our plan throughout the storm event.

We sincerely request that you pre-register in order for us to plan appropriately to include your community in our clean up schedule. By registering your community now, this authorization affords you as quick of a response, as possible, providing it is safe for our staff and vehicles to travel while obeying all enforcement and curfew laws. Please return the signed letter to us by email. Typically, after a hurricane, phones and fax machines are not working and because of evacuations, it is impossible to find a community representative to sign and authorize a work order to begin cleanup operations. Our employees know the importance of their role after a



storm. If safety or imposed curfew is not an issue, we will be ready to begin the cleanup process of your community the day after the storm, provided we have a signed authorization on file.

**Below is how we categorize our cleanup efforts in severe weather:**

- **Phase One:** Evaluation of your site by Yellowstone Representative
  - a. Photos taken
  - b. Notes on down limbs, trees, debris, and cleanup needed
  - c. Tagging of trees (Removal (red ribbon) or Staking (green ribbon))
  - d. It is our goal to save as much landscape material as possible to prevent costs from accumulating
- **Phase Two:** Clearing a path and replants
  - a. Remove trees, branches, and debris from roadways and sidewalks
    - 1. Place debris in a safe place clear of blocking flow of traffic
    - 2. Confirm the debris placement with YOU
  - b. Remove trees, branches, and debris from cars or buildings AFTER INSURANCE AGENT HAS DOCUMENTED THE INCIDENT
  - c. Free up any drainage challenges (Storm drains along curbs or retention drains)
  - d. Stake up as many trees that are down with appropriate staking devices
- **Phase Three:** Final cleanup and resume normal operations
  - a. Resume mowing
  - b. Perform a punch list of detail items
  - c. Write up any plant replacements (if needed)

Communication will be key during this time and please know that we will address the clean-ups as quickly as we can.

**Hurricane Clean-up Authorization Form**

By signing below, Yellowstone is authorized to begin clean up the day after a hurricane, safety or imposed curfew, at the following rates:

General Labor	\$90 / Man Hour
Arbor Crew Labor	\$200 / Man Hour
Landscape Truck Dump Fee	\$400 / Each
Grapple Truck Dump Fee	\$800 / Each

Initials

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Contact PH#

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email Contact

\_\_\_\_\_  
**PROPERTY NAME**

\_\_\_\_\_  
Alternate PH# (Land Line)



*C.*



PO Box 3417  
Lake City, FL 32056  
[jandjaquaticsllc.com](http://jandjaquaticsllc.com)  
"THE TWO JOEYS"  
Joey Tice-Owner/Operations 386-697-1710  
Joey Louks-Owner/Sales 386-466-8558

**8/23/2023**

**Kevin McKendree**  
**River Town-Rivers Edge 2**  
**160 RiverGlade Run**  
**Saint Johns, Florida 32259**  
**904-679-5523**

[kmckendree@vestapropertyservices.com](mailto:kmckendree@vestapropertyservices.com)

From: Joey Louks

**J & J Aquatics Specialist, LLC** is a Pond, Lake and Land Management company based out of Lake City, Florida. We provide services in North/Central Florida and South Georgia. **J & J Aquatics Specialist, LLC** is licensed in both Florida and Georgia for Aquatics and Pesticides. We are approved vendors with the top chemical companies in the South. **J & J Aquatics Specialist, LLC** is insured for **One Million Dollars** and can provide a coverage of benefits letter upon request. **What else could your pond management need when you have TWO Joeys!**

**One of our Joey's** surveyed the pond(s) at **River Town-Rivers Edge 2** on **8/15/23**, and these were the findings. There is a total of **22 Pond(s)**.

Our pond management contract includes the following maintenance.

- Weed and algae control.
- Trash removal on each visit. Except trees, tree limbs, logs, Furniture, etc., etc. (NO Big Items)
- Monitoring storm drain grates and keeping them clear of trash & debris.
- Upon your request, we can make suggestions for fishery improvements, sediment dredge solutions, and aeration needs.

Our service schedule will be **2 Site Visits for 2 Months Only** A field activity report will be provided to let you know what was accomplished each visit.

Our goal for the pond(s) at **River Town-Rivers Edge 2** is to improve the overall appearance and quality of your pond system. The investment of your pond management services will be **2** monthly installments of **\$ 2,984.43** which equals out to **\$ 5,968.86** total for two months.

**If we do one site visit the week of 8/28/23 you will be charged a prorated amount of \$ 1,492.21 for half of the month of August.**

**Upon approval of proposal, a formal contract will follow for signature.**

**Initial: \_\_\_Kevin McKendree\_\_\_\_\_**

*D.*

# RIVERTOWN

RECDD's Pond Service Proposal Breakout

*Date of report: 9/20/2023*

*Submitted by: Jason Davidson & Kevin McKendree*

In the August CDD meeting it was asked that staff acquire pricing specific to Pond Services for the Community. Below you will find a quick snip of information provided. In your packet you will find quotes from vendors specific to your request. Please note that we are currently engaged in a temporary service agreement with two separate companies. RECDD I is being managed by Aquagenix and RECDD II and RECDD III are being managed by J&J Aquatics.

## **Proposed Fee's and Services Quick Reference per Vendor**

### **Vendor: Solitude**

- **Visits/Inspections**
  - Twice per month minimum
- **Treatments**
  - One time per month
- **Fee's**
  - Monthly Investment: \$7,418
    - RECDD I - \$4,654
    - RECDD II - \$1,718
    - RECDD III - \$1,046
  - Annual Investment: \$89,016
    - RECDD I - \$55,848
    - RECDD II - \$20,616
    - RECDD III - \$12,552
  - Notable
    - Special Pricing of \$7,242 per month (\$84,904/year) is available if all three CDDs engage Solitude Services at the same time. Additionally, visit frequency will be eight times per month or approximately twice per week. All inclusive a savings of \$4,112 annually.

### **Vendor: Aquagenix**

- **Fee's are based on number of monthly services and are as follows**
  - 12/Year Treatments Monthly Investment: \$9,259.09
    - RECDD I - \$5,676.00
    - RECDD II - \$1,706.92
    - RECDD III - \$1,876.17
  - 12/Year Treatments Annual Investment: \$111,109.08
    - RECDD I - \$68,112
    - RECDD II - \$20,483.04



- RECDD III - \$22,514.04
- 18/Year Treatments Monthly Investment: *\$12,731.25*
  - RECDD I - \$7,804.50
  - RECDD II - \$2,347.02
  - RECDD III - \$2,579.73
- 18/Year Treatments Annual Investment: *\$152,775.00*
  - RECDD I - \$93,654
  - RECDD II - \$28,164.24
  - RECDD III - \$30,956.76
- 24/Year Treatments Monthly Investment: *\$16,263.42*
  - RECDD I - \$9,933
  - RECDD II - \$2,987.12
  - RECDD III - \$3,283.30
- 24/Year Treatments Annual Investment: *\$194,441.04*
  - RECDD I - \$119,196
  - RECDD II - \$35,845.44
  - RECDD III - \$39,399.60
- Notable - N/A

#### **Vendor: Florida Waterways**

- **Visits/Inspections**
  - **RECDD I - 12/monthly per year**
  - **RECDD II - 12/monthly per year**
  - **RECDD III - 12/monthly per year**
- **Treatments**
  - **RECDD I - 12/monthly per year**
  - **RECDD II - 24/monthly per year**
  - **RECDD III - 12/monthly per year**
- **Fee's**
  - Monthly Investment: *\$7,385*
    - RECDD I - \$4,470
    - RECDD II - \$1,915
    - RECDD III - \$1,000
  - Annual Investment: *\$88,620*
    - RECDD I - \$53,640
    - RECDD II - \$22,980
    - RECDD III - \$12,000
  - Notable
    - As per the contract Florida Waterways 100% Control Guarantee (Free Callback Services and Additional Treatments, if required)

#### **Vendor: J&J Aquatics**

- **Visits/Inspections**
  - **20 scheduled visits per year** (1 each in November, December, January, and February and 2 each of the remaining months). Additional visits are free of charge if deemed needed.
- **Treatments**
  - **Twice Per month Treatments**
- **Fee's**
  - Monthly Investment: *\$7,030.12*
    - RECDD I - \$3,946.97
    - RECDD II - \$1,989.63
    - RECDD III - \$1,093.52
  - Annual Investment: *\$84,361.44*
    - RECDD I - \$47,363.64
    - RECDD II - \$23,875.56
    - RECDD III - \$13,122.24
  - Notable
    - THIS DOES INCLUDE TWICE A MONTH TREATMENT WITH ANY EXTRA TREATMENTS AT NO CHARGE AND TRASH PICK UP ON THE WATER AND AROUND THE WATERS EDGE AND ONCE A MONTH MIDGE/MOSQUITO SPRAYING ON 5 PONDS (OF CLIENTS CHOICE), MARCH-SEPTEMBER.

#### **Vendor: Lake Doctors**

- **Visits/Inspections**
  - **12/monthly per year**
- **Treatments**
  - **12/monthly per year Fee's**
  - Monthly Investment: *\$7,700*
  - Annual Investment: *\$92,400*
  - Notable
    - The price included is for all three 3 CDD's

*1.*



# Aquagenix

A DCS Company

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**Benefits of DeAngelo Contracting Services Programs are:**

- \* Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- \* Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- \* Management of border grass and weeds from the toe of the bank to the water's edge.
- \* Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- \* Post Treatment Reports providing details of work we performed.

**Additional service available from DCS:**

- \* Wetland planting, restoration, and maintenance
- \* Installation of Decorative Fountains and Aeration Systems
- \* Servicing Fountain and Aeration Systems
- \* Blue Dye / Water Clarity Treatment
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- \* Educational presentations to interested groups.
- \* Our field crews are in uniforms with our company name embroidered identification.
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Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



**A q u a g e n i x**

A DCS Company

## **DCS AQUATIC MANAGEMENT PLUS AGREEMENT**

This agreement dated 9/8/2023 is made between DeAngelo Contracting Services and **RiverTown, a Rivers Edge Community Development District** as described as follows:

### **RIVERTOWN, A RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**

160 RiverGlade Run

St. Johns, FL 32259

Contact: Jason Davidson – General Manager [jdavidson@vestapropertyservices.com](mailto:jdavidson@vestapropertyservices.com)

### **CDD 2 12 Treatments/Year**

#### **1. Site Locations:**

DCS will provide aquatic management services on behalf of RiverTown in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 26 ponds Total acres: 33.08

#### **2. Contract Services: RiverTown agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**

- Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
- Algae treatment
- Treatment to a manageable level of floating aquatic vegetation
- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Abide by Florida BMPs for aquatic vegetation treatment and management
- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **\$20,483.04** That will be invoiced monthly at **\$1,706.92**

We will perform 12 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

**January 1   February 1   March 1   April 1   May 1   June 1   July 1   August 1   September 1**  
**October 1   November 1   December 1**

### **Contract terms:**

The term of this Agreement shall be for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

#### **3. Automatic Renewal:**

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

#### **4. Safety:**

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

#### **5. Insurance:**

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

#### **6. Address Change:**

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

#### **7. Management Change:**

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

#### **8. Schedule of Payment and Penalties for past due invoices:**

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 527 South Church St, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

#### **9. Default:**

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

#### **10. Termination Procedure:**

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

#### **12. OTHER ITEMS: -**

- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

### **13. Contract Documents:**

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Julie Clements  
**DeAngelo Contracting Services**

Julie Clements  
**PRINT NAME**

9/8/2023  
**DATE**

\_\_\_\_\_  
**CUSTOMER**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.





# Aquagenix

A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

**Benefits of DeAngelo Contracting Services Programs are:**

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The team at DeAngelo Contracting Services, Jacksonville



**A q u a g e n i x**

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This agreement dated 9/8/2023 is made between DeAngelo Contracting Services and **RiverTown, a Rivers Edge Community Development District** as described as follows:

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160 RiverGlade Run

St. Johns, FL 32259

Contact: Jason Davidson – General Manager [jdavidson@vestapropertyservices.com](mailto:jdavidson@vestapropertyservices.com)

### **CDD 2 18 Treatments/Year**

#### **1. Site Locations:**

DCS will provide aquatic management services on behalf of RiverTown in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 26 ponds Total acres: 33.08

#### **2. Contract Services: RiverTown agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**

- Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
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- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **\$28,164.24** That will be invoiced monthly at **\$2,347.02**

We will perform 18 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

**January 1   February 1   March 1   April 1   May 2   June 2   July 2   August 2   September 2**  
**October 2   November 1   December 1**

### **Contract terms:**

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#### **3. Automatic Renewal:**

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DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

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Julie Clements  
DeAngelo Contracting Services

Julie Clements  
PRINT NAME

9/8/2023  
DATE

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

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# Aquagenix

A DCS Company

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Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



**A q u a g e n i x**

A DCS Company

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160 RiverGlade Run

St. Johns, FL 32259

Contact: Jason Davidson – General Manager [jdavidson@vestapropertyservices.com](mailto:jdavidson@vestapropertyservices.com)

### **CDD 2 24 Treatments/Year**

#### **1. Site Locations:**

DCS will provide aquatic management services on behalf of RiverTown in accordance with the terms and conditions of this Agreement at the following aquatic site(s): 26 ponds Total acres: 33.08

#### **2. Contract Services: RiverTown agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:**

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- Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
- Abide by Florida BMPs for aquatic vegetation treatment and management
- If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment **\$35,845.44** That will be invoiced monthly at **\$2,987.12**

We will perform 24 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

**January 2   February 2   March 2   April 2   May 2   June 2   July 2   August 2   September 2**  
**October 2   November 2   December 2**

### **Contract terms:**

The term of this Agreement shall be for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

#### **3. Automatic Renewal:**

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

#### **4. Safety:**

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

#### **5. Insurance:**

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

#### **6. Address Change:**

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

#### **7. Management Change:**

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

#### **8. Schedule of Payment and Penalties for past due invoices:**

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 527 South Church St, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

#### **9. Default:**

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

#### **10. Termination Procedure:**

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

#### **12. OTHER ITEMS: -**



- a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,
- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

### **13. Contract Documents:**

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

Julie Clements  
**DeAngelo Contracting Services**

Julie Clements  
**PRINT NAME**

9/8/2023  
**DATE**

\_\_\_\_\_  
**CUSTOMER**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

2.



PO Box 3417  
Lake City, FL 32056  
[jandjaquaticsllc.com](http://jandjaquaticsllc.com)  
"THE TWO JOEYS"  
Joey Tice-Owner/Operations 386-697-1710  
Joey Louks-Owner/Sales 386-466-8558

**9/11/2023**

**Kevin McKendree**  
**River Town-Rivers Edge 2**  
**160 RiverGlade Run**  
**Saint Johns, Florida 32259**  
**904-607-1038**

[kmckendree@vestapropertyservices.com](mailto:kmckendree@vestapropertyservices.com)

From: Joey Louks

**J & J Aquatics Specialist, LLC** is a Pond, Lake and Land Management company based out of Lake City, Florida. We provide services in North/Central Florida and South Georgia. **J & J Aquatics Specialist, LLC** is licensed in both Florida and Georgia for Aquatics and Pesticides. We are approved vendors with the top chemical companies in the South. **J & J Aquatics Specialist, LLC** is insured for **One Million Dollars** and can provide a coverage of benefits letter upon request. **What else could your pond management need when you have TWO Joeys!**

**One of our Joey's** surveyed the pond(s) at **River Town-Rivers Edge 2** on **9/6/23**, and these were the findings. There is a total of **24 Pond(s)**.

Our pond management contract includes the following maintenance.

- Weed and algae control.
- Twice a Month Treatments, March 1<sup>st</sup>-End of October. Once a month in the remaining months.
- Trash removal on each visit. Except trees, tree limbs, logs, Furniture, etc., etc. (NO Big Items)
- Monitoring storm drain grates and keeping them clear of trash & debris.
- Upon your request, we can make suggestions for fishery improvements, sediment dredge solutions, and aeration needs.
- Midge/Mosquito spraying on 5 ponds, once a month March-September (Ponds at Clients Request)

Our service schedule will be **20 scheduled visits per year** (1 each in November, December, January, and February and 2 each of the remaining months). Additional visits are free of charge if deemed needed. A field activity report will be provided to let you know what was accomplished each visit.

Our goal for the pond(s) at **River Town-Rivers Edge 2** is to improve the overall appearance and quality of your pond system. The investment of your pond management services will be **12** monthly installments of \$ **1,989.63** which equals out to \$ **23,875.56** yearly.

**THIS DOES INCLUDE TWICE A MONTH TREATMENT WITH ANY EXTRA TREATMENTS AT NO CHARGE, TRASH PICK UP ON THE WATER AND AROUND THE WATERS EDGE AND ONCE A MONTH MIDGE/MOSQUITO SPRAYING ON 5 PONDS (OF CLIENTS CHOICE), MARCH-SEPTEMBER.**

**Upon approval of proposal, a formal contract will follow for signature.**

**Initial:** \_\_\_\_\_



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Lake City, FL. 32056  
[jandjaquaticsllc.com](http://jandjaquaticsllc.com)  
"THE TWO JOEYS"  
Joey Tice-Owner/Operations 386-697-1710  
Joey Louks-Owner/Sales 386-466-8558

**J & J Aquatics Specialist, LLC** is a Pond and Lake Management Company based out of Lake City, FL. We offer 25 years of combine experience in Pond, Lake, and Land Management. **J & J Aquatics Specialist, LLC** is licensed in both **Florida** and **Georgia** for Aquatics and Pesticides, providing service to **South Georgia, North & Central Florida**. Our mission is to provide excellent and professional customer service. We work tirelessly to ensure our customers are completely satisfied. After all you can't go wrong when you have **TWO JOEY'S!**

**J & J Aquatics Specialist, LLC** is insured for **One Million Dollars** and can provide a Certificate of Insurance upon request. We are approved vendors with multiple chemical companies thus ensuring that we will be able to get the right product for your pond needs.

Our services include **Pond and Lake Management, Trash and Debris** pickup during scheduled visits as well as keeping the culvert systems free of any obstructions. We offer **20 Scheduled Visits** per year (1 each in November, December, January, and February and 2 visits the remaining months.)

Thank you.

**J & J Aquatics Specialist, LLC**  
**Joey Tice-Owner/Operations 386-697-1710**  
**Joey Louks-Owner/Sales 386-466-8558**

[jandjaquatics22@gmail.com](mailto:jandjaquatics22@gmail.com)



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Services offered by J & J Aquatics Specialist, LLC include the following:

**Lake, Pond, and Waterway Management:** We provide a superior waterway management program for aquatic vegetation and algae in lakes, ponds, lagoons, ditches and other waterways. We supply golf courses, home and property owner associations, private pond owners, apartment and condominium communities, commercial and corporate properties, and municipal entities with the highest level of aquaculture and total water quality management in the industry. We proudly provide services in an environmentally conscious manner that promotes and facilitates wildlife. All the herbicides and algacides we use are approved and labeled for aquatic use by the EPA and Department of Agriculture. All waterway treatments and applications are handled and applied by trained and licensed technicians. We specialize in cutting edge equipment to maintain and manage your waterways in the most efficient and effective manner. At J & J Aquatics Specialist, LLC our objective is to provide optimal aquatic conditions at a reasonable investment by the consumer through frequency of visits and complete personal interest in each body of water we maintain.

**Land and Fence Line Spraying:** We offer growth regulation, weed control and vegetation defoliation to areas of bare ground. Our specialties are off-road utilities, fields, right-of-way, and ditches, as well as telephone pedestals, lift stations, cell towers, transformer stations, Solar Panel Fields and fence lines.

**Mosquito/Midge Control:** We provide mosquito/midge control. The mosquito bricks and pesticides we use are labeled and approved by the EPA and Department of Agriculture and are safe for humans and animals. Applications are performed by licensed technicians.

**Fountains and Aeration Systems Installed and Repaired:** We offer a complete line of self contained and shoreline mounted fountains, high volume water pumping systems and diffused air systems. We provide total sales & service on all the products we carry. We believe that to be recognized as a quality company, we must provide superior products.

**Fish Stocking:** We offer many species of fish (available in different sizes) which include Largemouth Bass, Channel Catfish, Bluegill Bream, Triploid Grass Carp, Hybrid Striped Bass, Crappie, Threadfin Shad, and Decorative Koi. We also carry fish feeders, fish feed and can install Carp barriers.

**Water Testing:** We offer multiple different types of Water Testing; Algae and Water Quality Analytical Services including testing for E. coli.





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## REFERENCE PAGE

### PROPERTY/HOMEOWNERS ASSOCIATIONS

Cape Coral-HOA  
Cape Unit VI-HOA  
Cherokee Cove-HOA  
Pine Crest-HOA  
Creeside Oaks HOA  
Reef at Beachwalk HOA  
Lake Nona POA

Live Oak Estates-HOA  
Daybreak Woods-HOA  
Golfview HOA  
Heritage Oaks HOA  
North Creek HOA  
Royal Saint Augustine HOA

### COLLEGE, UNIVERSITIES & CHURCHES

North Florida College  
Cross Point Church

University of Florida (Gainesville)  
Christian Fellowship Church

### GOLF COURSES/COUNTRY CLUBS

Stonebridge Golf & Country Club  
Continental Golf Club  
Lake Nona Golf & Country Club

Legends Golf & Country Club  
Queens Harbour Yacht & Country Club  
Laurel Island Links Country Club

### STORAGE FACILITIES

Storage Depot of Gainesville

I-Storage Self Storage-Kingsland

## **WEDDING VENUES AND SITES**

**Woitas Holdings, LLC**

## **PRIVATELY OWNED, FARM & RANCHES**

**Diamond Bar Ranch  
Joe and Nancy Hagey  
Freeman Property  
Cypress Pond Preserve**

**Higgs Ranch  
Hunter Farms  
Poyner Property  
Geiger Property**

**JR Farm  
DePratter Farms  
Bertram Farm**

## **HOTELS/MOTELS**

**Country Inn & Suites-Kingsland**

**Econo Lodge-Kingsland**

## **COMMUNITY DEVELOPMENT DISTRICTS (CDD'S)**

**Deer Run CDD**

3.



The Lake Doctors, Inc  
Jacksonville Branch Office  
11621 Columbia Park Drive West  
Jacksonville, FL 32258

## Water Management Agreement

**MAS**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) \_\_\_\_\_

MANAGEMENT COMPANY \_\_\_\_\_

INVOICING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO THIRD PARTY INVOICING PORTAL: YES OR NO

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required; it is the customer's responsibility to provide the information.*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: \_\_\_\_\_  
PURCHASE ORDER #: \_\_\_\_\_

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

**Seventy-nine (79) waterways associated with Rivers Edge Community Development District, St. Johns Florida.**

Includes a minimum of twelve (12) scheduled inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Includes increased frequency treatment of problem waterways. Customer agrees to provide access to lakes for truck and treatment boat.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$ <u>7,700.00 monthly</u>
2. Shoreline Grass and Brush Control Program	\$ <u>INCLUDED</u>
3. Aquatic Management Reporting	\$ <u>INCLUDED</u>
4. Additional Treatments of problem waterways, as required.	\$ <u>INCLUDED</u>
5. Water Quality Testing and Analysis, as needed.	\$ <u>INCLUDED</u>
6. Attendance of meetings by management, as requested.	\$ <u>INCLUDED</u>
7. Assistance with permitting, purchase, stocking of sterile grass carp for biological control	\$ <u>INCLUDED</u>
Total of Services Accepted	\$ <u>7,700.00 monthly</u>

**\$7,700.00** of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in monthly installments of **\$7,700.00**, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before October 12, 2023.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

MARK A. SEYMOUR, SALES MANAGER

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Name \_\_\_\_\_

## TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
  - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
  - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
  - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
  - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
  - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
  - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
  - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
  - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.



# RIVERTOWN

## Master Plan 2022

- RECDD 1 Boundary
- RECDD 2 Boundary
- RECDD 3 Boundary
- Existing Stormwater Ponds
- Future Stormwater Ponds
- Stormwater Discharge
- FF Pond Name/Number



4.

## **SOLITUDE SERVICE QUOTE**

CUSTOMER NAME: **River Town CDDs 1, 2, & 3**

By: **Jason Davidson, General Manager - [jdavidson@vestapropertyservices.com](mailto:jdavidson@vestapropertyservices.com)**


DATE: **September 12, 2023**

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Monthly Pond Maintenance

Quote Expires: November 11, 2023



**Who we are:**  WHO WE ARE | SOLitude Lake Management

**Website:** [SOLitude Lake Management](https://www.solitudelakemanagement.com)




**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





## **ANNUAL POND MANAGEMENT SERVICES**

-  Managing Nuisance Aquatic Weeds & Algae in Ponds
- [Pond Algae And Lake Weed Control –](#)

**Scope: CDD1- Monthly maintenance of forty-two (42) ponds (CR1, CR2, CR4, CR5, CR6, CR7, CR8, A, B, C, D, E, G, H, I, J, K, L, M, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, LL, MM, OO, WW, & XX) totaling approximately 63,734 perimeter feet and 112.69 acres as described below.**

### Monitoring:

1. A SOLitude Biologist will visit the site and inspect the ponds at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

### Aquatic Weed Control:

1. Ponds will be inspected at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the ponds with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

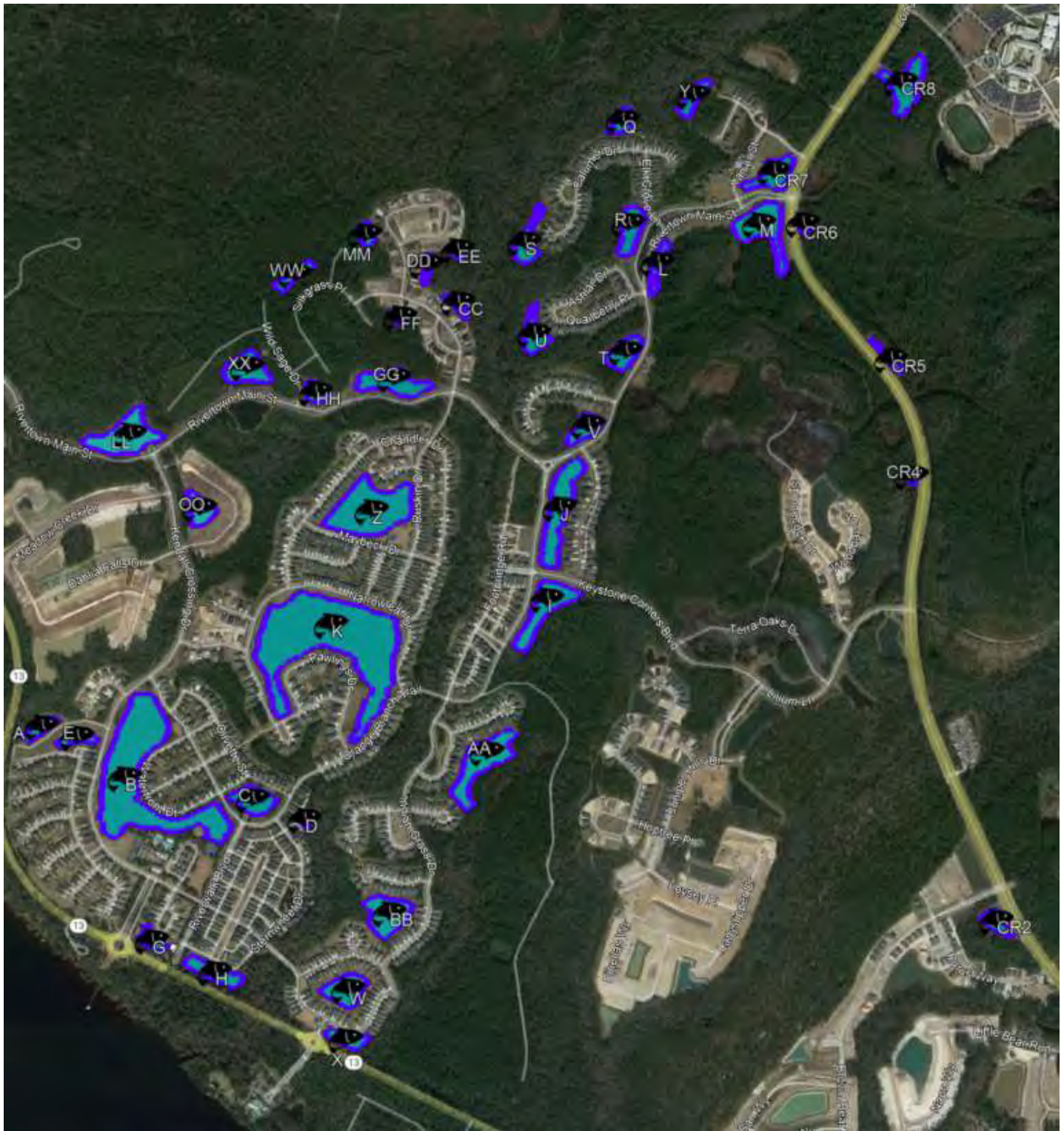
Pond Algae Control:

1. Ponds will be inspected at a **minimum of four (4) times per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the ponds with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the ponds with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.

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### River Town CDD-1

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**Scope: CDD2- Monthly maintenance of twenty-four (24) ponds (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, RC1, RC2, CR3, JJ, KK, NN, SS, TT, & UU) totaling approximately 26,991 perimeter feet and 29.42 acres as described below.**

Monitoring:

1. A SÖLitude Biologist will visit the site and inspect the pond(s) at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Pond(s) will be inspected at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.

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2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Pond Algae Control:

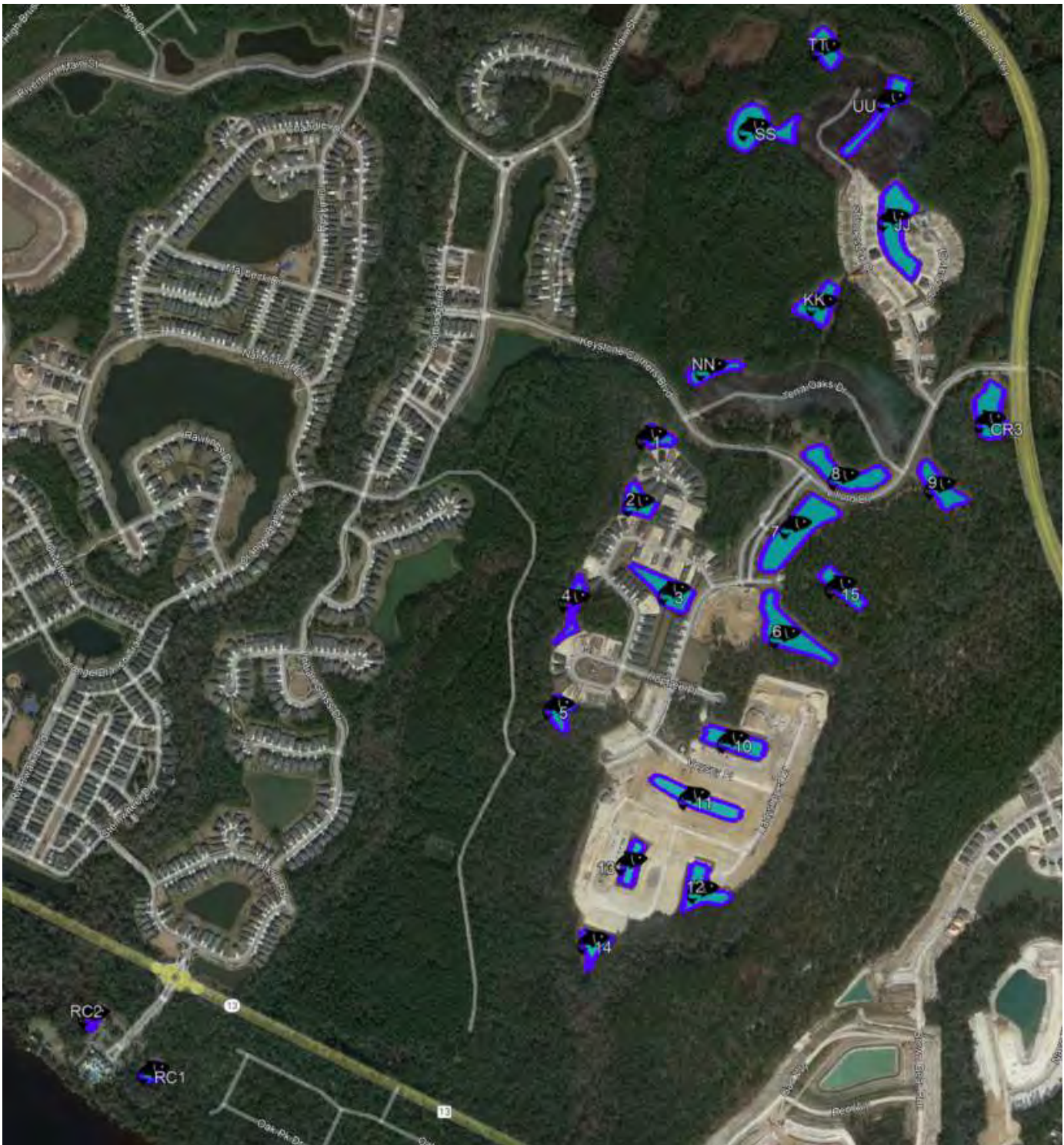
1. Pond(s) will be inspected at a **minimum of two (2) times per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

#### Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.



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### River Town CDD-2

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**Scope: CDD3- Monthly maintenance of thirteen (13) ponds (II, PP, QQ, RR, VV, YY, ZZ, AAA, BBB, CCC, DDD, EEE, & FFF) totaling approximately 15,276 perimeter feet and 19.76 acres as described below.**

Monitoring:

1. A SOLitude Biologist will visit the site and inspect the pond(s) at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Pond(s) will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.

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3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.



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### River Town CDD-3

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Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Assumptions:

1. Company will have free and unimpeded access to the lakes.
2. Price is based on a reasonable plan / field design of the specified work.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Investment: CDD 1 - \$4,654 per month (\$55,848 per annum)\***  
**CDD 2 - \$1,718 per month (\$20,616 per annum)\***  
**CDD 3 - \$1,046 per month (\$12,552 per annum)\***

***\*Special pricing of \$7,242 per month (\$86,904/year) is available if all three CDDs engage SOLitude's services at the same time. Additionally, visit frequency will be eight (8) times per month or approximately twice per week.***

PAYMENT TERMS. SOLitude shall invoice Customer per month for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. Once approved, Agreement will be sent for signature.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta GA 30328	<b>CONTACT</b> NAME: Certificate Unit PHONE (A/C, No, Ext): 404-781-1700 E-MAIL ADDRESS: certificate@epicbrokers.com	<b>FAX</b> (A/C, No):
<b>INSURED</b> SOLitude Lake Management, LLC. Rentokil North America, Inc. (REN478) 1320 Brookwood Drive, Suite H Little Rock AR 72202-1412	<b>RENTOKI-01</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: ACE American Insurance Company		22667
INSURER B: ACE Property & Casualty Insurance Company		20699
INSURER C: Arch Insurance Company		11150
INSURER D: Arch Indemnity Insurance Company		30830
INSURER E: Allianz Underwriters Insurance Company		36420
INSURER F: AXIS Insurance Company		37273

**COVERAGES****CERTIFICATE NUMBER:** 1702220215**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			OGLG27240331	10/1/2022	10/1/2023	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			31CAB1044402 31CAB1044502	10/1/2022 10/1/2022	10/1/2023 10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG27239420	10/1/2022	10/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	31WC11044202 34WC11044302	10/1/2022 10/1/2022	10/1/2023 10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Errors & Omissions Liability			OGLG27240331	10/1/2022	10/1/2023	Each Incident/Agg \$5,000,000
E	CPL (Excluding Aerial Ops)			U5L00127922	10/1/2022	10/1/2023	Each Incident/Agg \$5,000,000
F	Crime/Client Coverage			P-001-000968899-01	10/1/2022	10/1/2023	Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CPL = Contractor's Pollution Liability

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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5.



## WATERWAY MANAGEMENT SERVICE AGREEMENT

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT  
Attn: Jason Davidson  
Vesta Property Services  
160 River Glade Run  
Saint Johns, FL 32259

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to manage certain lake(s), pond(s), and/or waterway(s) in accordance with the terms and conditions of this Agreement for a period of twelve (12) months from the date of receipt in the following location:

Twelve (12) monthly treatments and/or inspections of twenty-four (24) approximately 29.65±-acres of wet detention ponds as shown on Waterway Map

2. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, each month the following sum for specified waterway management services:

Algae and Aquatic Vegetation Control (including Floating Vegetation)	\$ 1,915.00
Shoreline Grass Control	\$ INCLUDED
Debris Removal	\$ INCLUDED
Management Reporting & Attendance at Board Meetings	\$ INCLUDED
Routine Fountain Maintenance	\$ INCLUDED
Triploid Grass Carp Stocking* w/ Included Permitting Assistance	\$ 8.50/fish
Water Quality & Chemistry Monitoring *	\$ INCLUDED
Florida Waterways 100% Control Guarantee	\$ INCLUDED
(Free Callback Service & Additional Treatments, if required)	
Total Recurring Service Charges	\$ 1,915.00

\*Services performed at FLORIDA WATERWAYS' sole discretion for the success of the Waterway Management Services Agreement.

3. FLORIDA WATERWAYS agrees to commence Waterway Management Services within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or issuance of required government permits.

4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

By:  
FLORIDA WATERWAYS

CUSTOMER

Jim Schwartz  
Email: [Jim@FloridaPond.com](mailto:Jim@FloridaPond.com)

Printed: \_\_\_\_\_

Proposal Date: September 12, 2023

Dated: \_\_\_\_\_

The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to FLORIDA WATERWAYS within ninety (90) days from the effective Proposal Date.



# TERMS & CONDITIONS

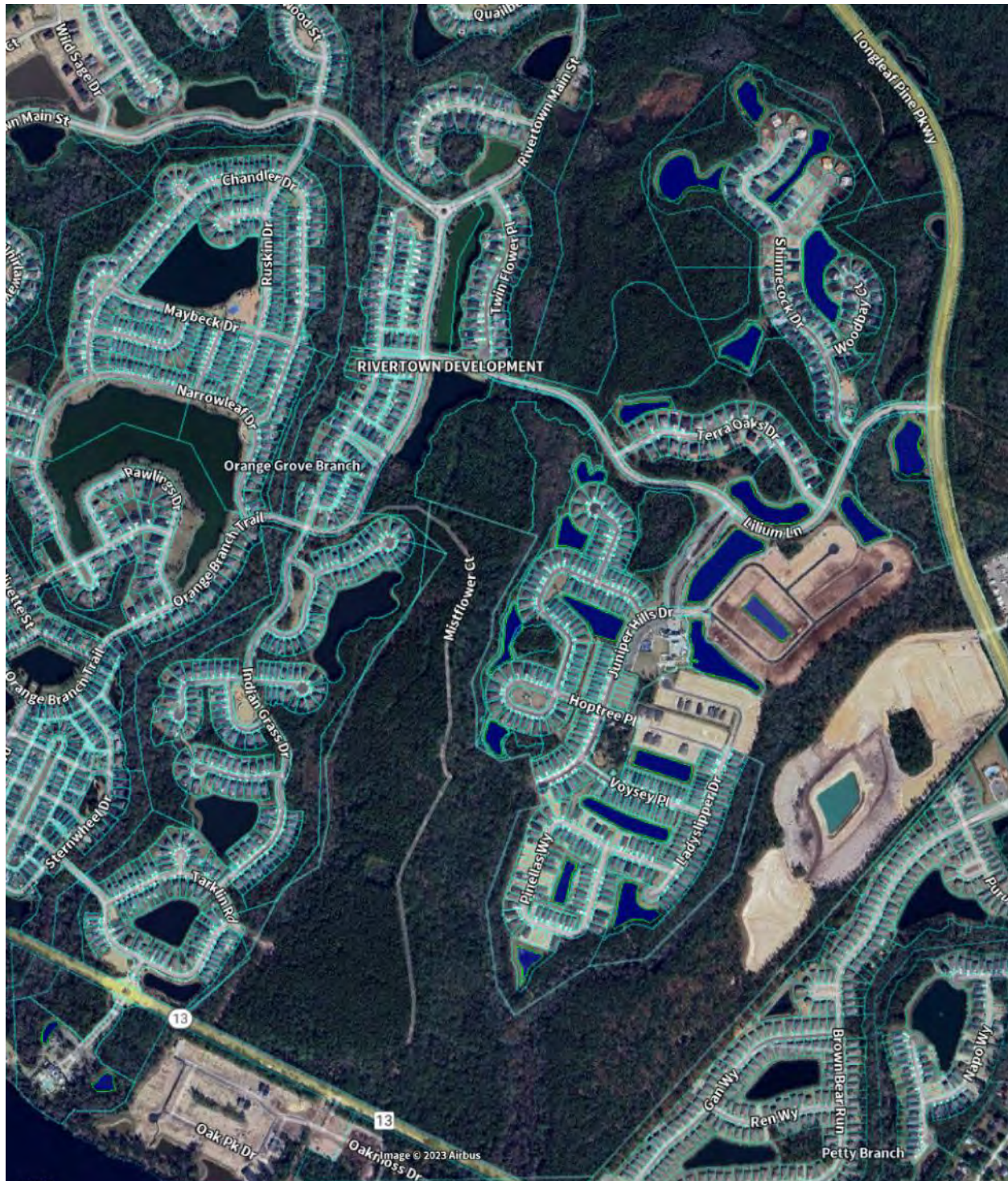
- 1) The Algae and Aquatic Vegetation Control and Shoreline Grass Control Programs will be conducted in a manner consistent with Best Management Practices (BMPs) intended to prevent the stormwater management facility (SWMF) and associated control structures from becoming clogged or choked with vegetative or aquatic growth to such an extent as to render them inoperable. Control of vegetative and aquatic growth may take 30-90 days depending upon species, materials used and environmental factors.
- 2) FLORIDA WATERWAYS, in its sole discretion, will implement an Integrated Pest Management (IPM) Plan for CUSTOMERS site which may utilize chemical, mechanical-physical, biological and/or cultural procedures (as applicable) for controlling aquatic plants, including:
  - a. Class I Prohibited Aquatic Plants listed by the Florida Department of Agriculture and Consumer Services as cited Rule 5B-64.011, F.A.C.
  - b. Category I & II Invasive Plant Species listed by Florida Exotic Pest Plan Council (FLEPPC)

These listed plants have a tendency to spread or become invasive in an ecosystem, sometimes in a rapid manner, so as to impair the ecosystem's ability to function by altering its productivity, decomposition, water fluxes, nutrient cycling and loss, soil fertility, erosion, dissolved oxygen concentrations, or its ability to maintain its existing species diversity. These plants also have the ability to create dense, monospecific stands or monotypic stands which displace or destroy native plant habitat, destroy fish and wildlife habitats, inhibit water circulation, hinder navigation and irrigation, or severely restrict the recreational use of waterways.
- 3) Triploid grass carp stocking, if included, will be performed at stocking rates determined by FLORIDA WATERWAYS, within Florida Fish and Wildlife Conservation Commission permit guidelines. If deemed necessary, carp containment barriers will be coordinated with CUSTOMER at a rate of \$45.00/SF. FLORIDA WATERWAYS designs and fabricates the industry's best custom carp containment barriers out of welded aluminum construction. Barriers built by FLORIDA WATERWAYS are guaranteed to meet FWC's specifications.
- 4) CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require re-negotiation or termination of this Agreement. If, at time of treatment, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- 5) CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. Included debris removal by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges. Agreements that include debris removal shall consist of: Removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 6) Under the Shoreline Grass Control Program, FLORIDA WATERWAYS will treat border vegetation to the SWMF's Normal Water Level (NWL) including, but not limited to torpedograss, cattails and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired. CUSTOMER understands that during periods of prolonged drought, or due to a change in hydrological conditions, the SWMF's water level may fall below the NWL elevation. Treatment of border vegetation below the NWL will be coordinated between CUSTOMER and FLORIDA WATERWAYS and may result in a service surcharge.
- 7) CUSTOMER understands, that, for convenience, the annual service charge has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service.
- 8) FLORIDA WATERWAYS, in implementing the IPM, will use methods that protect or restore fish and wildlife habitat. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system. When deemed necessary, FLORIDA WATERWAYS may plant and/or nurture certain variety of plants, which for various reasons, help to maintain ecological balance.
- 9) FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420) statutory limits.
- 10) FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 11) This Agreement may be terminated without cause by either party upon a 30 day written notice to the other party.
- 12) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #11 above.
- 13) Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge even if the account is placed on hold. FLORIDA WATERWAYS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement. Monthly interest will accrue on delinquent accounts at a rate of 1.5% per month. Service may be reinstated once the entire past due balance has been received in full, including interest. Should it become necessary for FLORIDA WATERWAYS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to reasonable attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.



# WATERWAY MAP

RECDD 2





## FOUNTAIN & AERATION CLEANING SERVICE AGREEMENT

This Agreement made the date set forth below, by and between Florida Waterways, Inc., a Florida Corporation, hereinafter called "FLORIDA WATERWAYS", and

Rivers Edge 1, 2 and 3 CDDs

hereinafter called "CUSTOMER". The parties hereto agree as follows:

1. FLORIDA WATERWAYS agrees to perform inspection and cleaning in accordance with the terms and conditions of this Agreement at the above-named site.
2. Annual (1) cleanings as required. Additional cleanings will be billed at time and materials.
3. CUSTOMER agrees to pay FLORIDA WATERWAYS, its agents or assigns, the following sum for inspection and cleaning:

Eight Floating Fountains

Total Recurring Annual Service Charges

\$ Included

Crane Boat Floating Fountain Service Includes:

- / Submersible Pump: Pump intake and screens cleaned.
- / Lights & Lenses: Clean and polish.
- / The Float: Clean all surfaces of the float.
- / Display Heads, Jets & Rings: Clean each part and disassemble as needed to clean orifice impediments.
- / Bulb Replacement: If required, during or scheduled cleaning, FLORIDA WATERWAYS will automatically replace the bulb and charge CUSTOMER for parts only.
- / Control Panel: Adjust timers. Test control circuits. Meg motor. Record amperage and voltage. Tighten all electrical connections in control panel.
- / Anchor Points: Adjust mooring lines and anchor points as needed.
- / Diagnostics: Troubleshooting and diagnostic of faults, including routine action items such as GFCI reset and timer setting

Aerator Service Includes:

- / Cabinet: Clean and remove debris from both exterior & interior.
- / Compressor: Clean air inlet and replace filter as needed (replacement filters included).

No parts or special repairs are included in this cleaning agreement. By charging for cleaning, FLORIDA WATERWAYS does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately.

4. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that they have read and are familiar with the contents thereof. Agreement must be accepted in its entirety to be considered valid.

By:  
FLORIDA WATERWAYS

CUSTOMER

Jim Schwartz  
Email: [Jim@FloridaPond.com](mailto:Jim@FloridaPond.com)

Printed: \_\_\_\_\_

Proposal Date: September 12, 2023

Dated: \_\_\_\_\_

The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to FLORIDA WATERWAYS within ninety (90) days from the effective Proposal Date.



# FOUNTAIN & AERIATION CLEANING TERMS & CONDITIONS

- 1) CUSTOMER agrees to provide adequate access to the SWMF, including boat access. Failure to provide boat access may require re-negotiation or termination of this Agreement. If, at time of service visit, access to the site has been restricted and FLORIDA WATERWAYS is unable to provide services, FLORIDA WATERWAYS reserves the right to impose a fuel surcharge as may be necessary.
- 2) CUSTOMER agrees that the system will be kept free of debris, trash, garbage, oils and greases, and other refuse. If debris removal is included in service visits by FLORIDA WATERWAYS is limited to small, incidental litter that may accumulate within the SWMF. Removal of large debris resulting from intentional or unintentional dumping, vandalism, or weather events may result in additional service charges.
- 3) FLORIDA WATERWAYS shall not be responsible for the performance of the equipment due to improper design, addition or alteration to the system.
- 4) Any repairs, alterations or adjustments made by unauthorized personnel shall terminate the contractor obligations and liabilities of contract.
- 5) The owner agrees to accept the contractor's means and methods of repair to equipment.
- 6) No parts or special repairs are included in this agreement. By charging for the Service Call, FLORIDA WATERWAYS does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets, will be invoiced separately.
- 7) FLORIDA WATERWAYS shall maintain the following insurance coverage: a) Automobile Liability; b) Comprehensive General Liability, including Property Damage and Completed Operations Liability; c) comply with Florida's Workers Compensation Law (FSS Chapter 420).
- 8) FLORIDA WATERWAYS agrees to hold CUSTOMER harmless from any loss, damage, or claims arising out of the sole negligence of FLORIDA WATERWAYS; however, FLORIDA WATERWAYS, shall in no event be liable to CUSTOMER, or others, for indirect special or consequential damages resulting from any cause whatsoever.
- 9) This Agreement may be terminated without cause by either party upon a 30 day written notice to the other party.
- 10) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, FLORIDA WATERWAYS may adjust the monthly recurring service charge amount after the original term. FLORIDA WATERWAYS will submit written notification to CUSTOMER thirty (30) days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, FLORIDA WATERWAYS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #6 above.
- 11) Should CUSTOMER become sixty (60) days delinquent, FLORIDA WATERWAYS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly service charge even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for FLORIDA WATERWAYS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to reasonable attorney's fees (including those on appeal) and court costs, and all other expenses incurred by FLORIDA WATERWAYS resulting from such collection action.

## Florida Waterways, Inc. - Crane Boat Fountain Cleaning:



## Customer Service Report

Customer: Indian Trails Middle School  
 Customer ID: TB #18-06  
 Field Biologist: Jim Schwartz

Date of Visit: 9/12/2020  
 Weather: 86 °F High  
50% ☁

### Waterway and Ditch Treatments

Site	1	2	3	4	5										
Algae															
Submersed Weeds															
Shoreline Grasses & Brush															
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection	X	X	X	X	X										
Debris Removal															

Comments: Inspected all ponds.

### Carp Program

- ☐ Carp Observed  
☒ Barriers Inspected

### Flow

- ☐ None  
☐ Slight  
☐ Visible

### Water Clarity

- ☐ < 1' ☐ 2-4'  
☒ 1-2' ☐ >4'

### Water Levels

- ☐ High  
☒ Normal  
☐ Low

### Fish/Wildlife Observations

- |                                   |                                    |                                    |                                    |                                                                    |
|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Bass     | <input type="checkbox"/> Anhinga   | <input type="checkbox"/> Woodstork | <input type="checkbox"/> Turtles   | <input type="checkbox"/> Other Species:<br>_____<br>_____<br>_____ |
| <input type="checkbox"/> Bream    | <input type="checkbox"/> Cormorant | <input type="checkbox"/> Ducks     | <input type="checkbox"/> Snakes    |                                                                    |
| <input type="checkbox"/> Catfish  | <input type="checkbox"/> Egrets    | <input type="checkbox"/> Osprey    | <input type="checkbox"/> Alligator |                                                                    |
| <input type="checkbox"/> Gambusia | <input type="checkbox"/> Herons    | <input type="checkbox"/> Ibis      | <input type="checkbox"/> Frogs     |                                                                    |

### Native/Beneficial Vegetation Noted

- |                                       |                                       |                                           |                                              |
|---------------------------------------|---------------------------------------|-------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Arrowhead    | <input type="checkbox"/> Bulrush      | <input type="checkbox"/> Lotus            | <input type="checkbox"/> Slender Spikerush   |
| <input type="checkbox"/> Cordgrass    | <input type="checkbox"/> Lily         | <input type="checkbox"/> Chara            | <input type="checkbox"/> Blue Flag Iris      |
| <input type="checkbox"/> Bacopa       | <input type="checkbox"/> Golden Canna | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort         |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock  | <input type="checkbox"/> Eelgrass         | <input checked="" type="checkbox"/> Pondweed |

Did you know? The gopher tortoise is the only Florida turtle that digs a burrow. Burrow entrances are shaped just like a tortoise's shell: round on the top and flat on the bottom (floor).





Pond 1



Pond 2



Pond 3

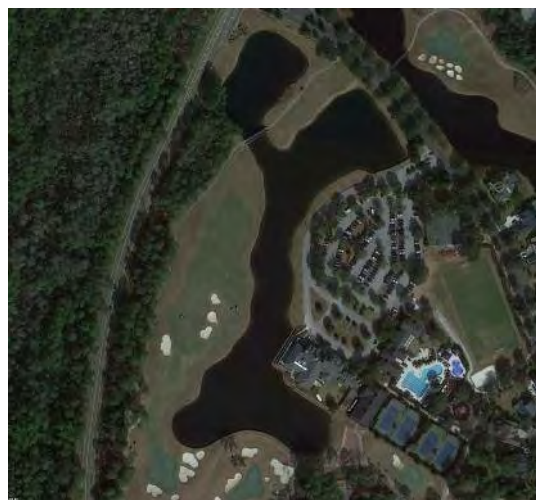


Pond 4



Pond 5

# WATER CHEMISTRY ANALYSIS



## WATERWAY INFORMATION

Site Name	Golf & Country Club Pond	
County	St. Johns	
Waterway System	Stormwater Pond	
Surface Area:	6.771	Acres
Perimeter Length:	3,116	LF
Maximum Depth:	17.45	Feet
Average Depth:	8.488	Feet
Total Acre Feet:	57.20	ac-ft
Volume:	18,639,981	gal

## SURVEY INFORMATION

Date:	7/20/2021	
Time:	10:00	AM
Cloud Cover:	Sunny	
Air Temperature:	90	° F
Wind Speed:	0-5	MPH
Chance of Rain:	30	%

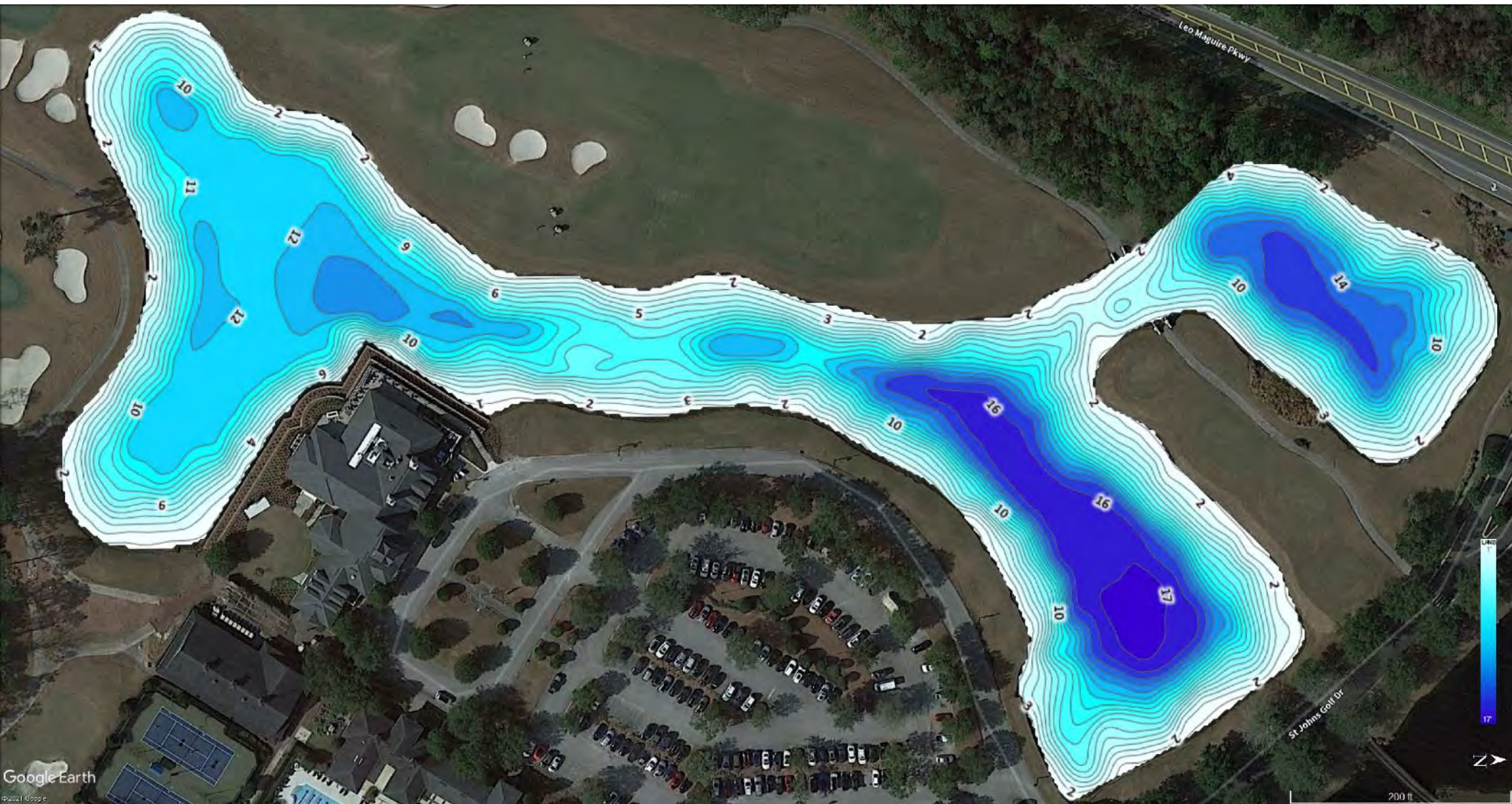
## OBSERVATIONS

Shoreline vegetation consisted of maintained sod. Minimal submersed aquatic vegetation was noted. Small amounts of bladderwort (*Utricularia spp.*) were observed. This pond exhibited secci disk depth (clarity) to 8'.

WATER QUALITY MEASUREMENTS			
TEST	VALUE	RANGE	DESIRED RANGE
pH	8.3		6.5 - 8.0
Basic			
Alkalinity (ppm as CaCO3)	21		> 20 ppm
Low			
Hardness (ppm as CaCO3)	32		60 - 120 ppm
Soft			
TDS (Total Dissolved Solids)	155		< 1,000 ppm
Low			
Salinity (ppt)	0.11		0.0 - 5.0 ppt
Fresh Water			
Conductivity (uS/cm)	222		50 - 1,500 uS/cm
Low			
Total Phosphorus (µg/L as P)	90		< 30 µg/L
Very High			
Reactive Phosphorus (µg/L)	14		< 30 µg/L
Normal			
Total Nitrogen (µg/L)	300		< 1,200 µg/L
Normal			
Ammonia (µg/L)	40		< 100 µg/L
Normal			
TN:TP	3.3		> 75
Water Column Phosphorus Needs To Be Reduced			

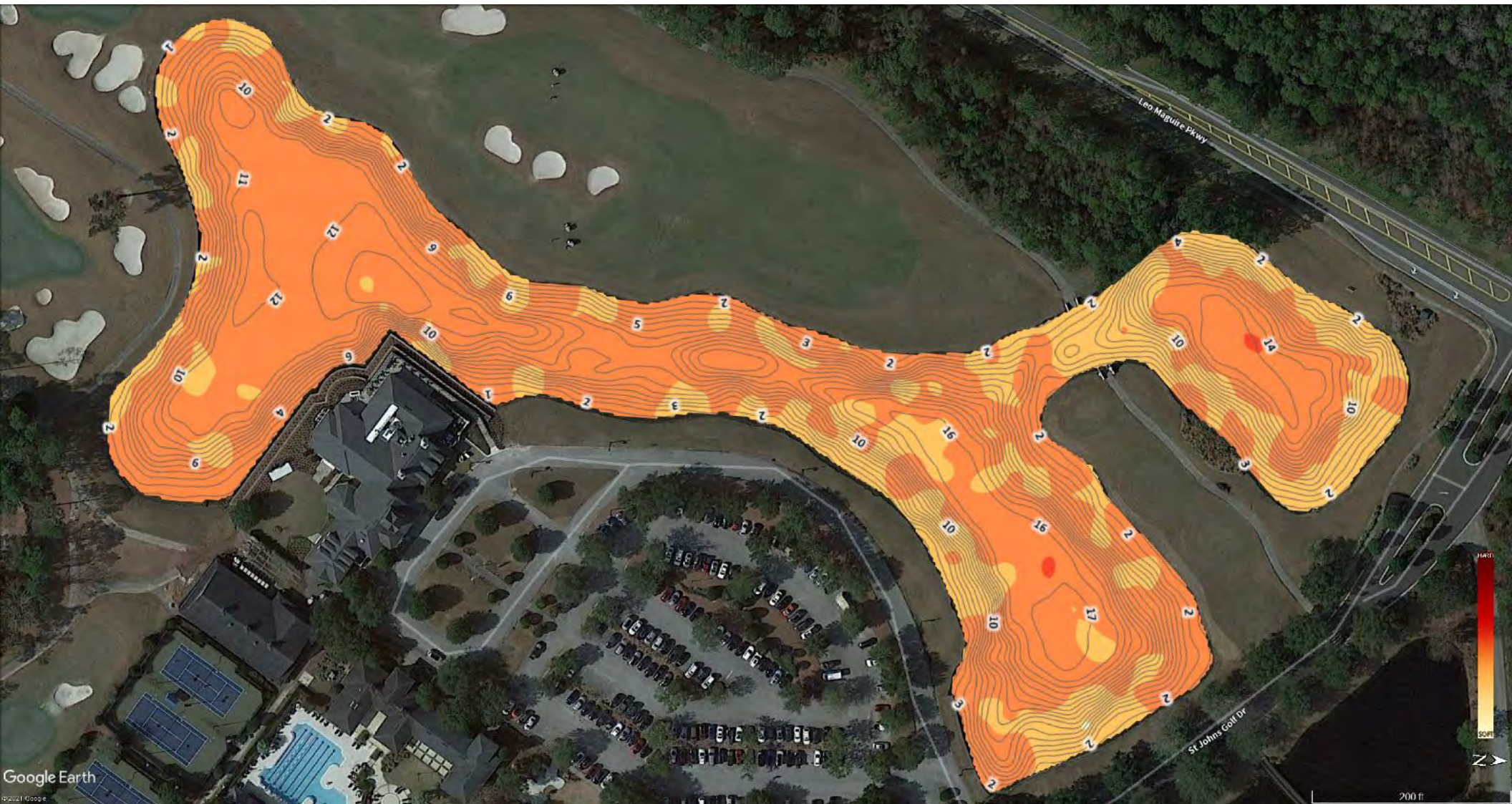


# BATHYMETRIC MAP





# BOTTOM HARDNESS



# WATER CHEMISTRY GLOSSARY

## **Alkalinity**

Alkalinity is a measure of water's capacity to neutralize acids (that is, to increase pH levels) and provide buffering. As they dissolve, compounds such as calcium carbonate, magnesium carbonate, bicarbonates, phosphates, and hydroxides in rocks and minerals naturally contribute to water's buffering capacity. Buffering agents used in municipal water treatment plants and industrial facilities also decrease the corrosive character of certain effluents by increasing alkalinity.

The buffering effect of alkalinity exerts a major influence on pH, and pH directly affects aquatic organisms and the toxic characteristics of certain pollutants that these organisms may encounter. Alkalinity also protects aquatic life against dramatic changes in pH; these changes are difficult for living organisms to adapt to and can severely stress and even kill sensitive species. Thus it is crucial that surface waters exhibit a minimal level of alkalinity to restrict dramatic pH swings. Florida's criterion for Class III surface waters specifies that alkalinity shall not be depressed below 20 mg CaCO<sub>3</sub>/L. Class III waters are designated for recreation, propagation, and the maintenance of a healthy, well-balanced population of fish and wildlife.

*Source: Florida Department of Environmental Protection (FDEP); Florida LakeWatch*

## **Conductivity**

Conductivity (also called specific conductance) measures the capacity of water to conduct an electric current and indirectly measures the concentration of ionized substances in water. Conductivity can be used to differentiate among various water sources, such as ground water, agricultural runoff, and municipal wastewater. Because it detects contamination from animal and human wastes, which contain salts, it can be used to detect septic tank seepage along shorelines.

It can also be used to detect saltwater intrusion. Conductance increases when more of any salt, including the most common one, sodium chloride, is dissolved in water. Higher values represent better conductance. In general, waters with more salts are more biologically productive, except where there are limiting nutrients or other environmental factors. Changes in conductivity beyond natural background variability can harm aquatic life.

Florida's current water quality criterion for Class III fresh waters allows a 50 percent increase in conductance, or 1,275 umhos/cm, whichever is greater. It is intended to preserve natural background conditions and protect aquatic organisms from stressful ion concentrations.

*Source: FDEP; Florida LakeWatch*

## **Hardness**

The amount of dissolved calcium and magnesium in water determines its hardness. Metallic cations (positively charged ions) other than the alkali metals also cause hardness.

Water hardness varies throughout the United States. In Florida, the water is relatively hard, and you may notice that it is difficult to produce soapy lather when washing your hands or clothes. Hard water forms a scale in boilers, water heaters, and pipes. Industries may have to invest in water-softening devices, as hard water can damage equipment. Hard water can even shorten the life of fabrics and clothes.

Water with a hardness of 60 mg/L or less is considered soft; 61 to 120 mg/L, moderately hard; 121 to 180 mg/L, hard; and more than 180 mg/L, very hard.

*Source: USGS*

## **Nitrogen Total as N (TN)**

Total nitrogen is the combined measurement of nitrate (NO<sub>3</sub>), nitrite (NO<sub>2</sub>), ammonia, and organic nitrogen found in water. Nitrogen compounds function as important nutrients for many aquatic organisms and are essential to the chemical processes that exist between land, air, and water. The most readily bioavailable forms of nitrogen are ammonia and nitrate. These compounds, in conjunction with other nutrients, serve as an important base for primary productivity.

The major sources of excessive amounts of nitrogen in surface water are the effluent from municipal treatment plants and runoff from agricultural sites. When nutrient concentrations consistently exceed natural levels, the resulting nutrient imbalance can cause undesirable changes in a waterbody's biological community and increase the rate of eutrophication (or accelerated aging) in an aquatic system. Usually, the eutrophication process is observed as a change in the structure of the algal community and includes severe algal blooms that may cover large areas of a waterbody for extended periods. Large algal blooms are generally followed by a depletion in dissolved oxygen concentrations as a result of algal decomposition.

*Source: FDEP*



# WATER CHEMISTRY GLOSSARY

## **pH**

The pH of a body of water denotes its hydrogen ion activity, based on the negative logarithm of hydrogen ion concentrations. A pH of 1 to 7 is acidic, a pH of 7 is neutral, and a pH of 7 to 14 is alkaline.

pH significantly affects the chemical and biological interactions in the aquatic environment. This is of particular concern in considering the effects of toxic substances on aquatic organisms, especially the release of metals from sediments. At certain pH levels, a particular toxicant may increase in toxicity or become more soluble, and thus is more likely to affect aquatic organisms. The problems of acidic deposition and the acidification of lakes and streams have gained widespread attention. However, certain biological communities are adapted to acidic conditions (e.g., black water stream systems, where pH ranges from 4 to 5) or to slightly alkaline conditions (e.g., spring runs, where pH values of 8 are not unusual) and are endangered only when the natural conditions are altered.

*Source: FDEP*

## **Phosphorus**

Phosphorus is one of the primary nutrients that regulates the growth of algae and larger aquatic plants, particularly in fresh water. Phosphate, the form in which almost all phosphorus is found in water, can enter the aquatic environment in a number of ways. Natural processes transport phosphate to water through atmospheric deposition, ground water percolation, and terrestrial runoff. Municipal treatment plants, industries, agriculture, and domestic activities also contribute to phosphate loading through direct discharge and natural transport mechanisms. The very high levels of phosphorus in some of Florida's streams and estuaries are usually caused by phosphate mining and fertilizer processing activities.

High phosphorus concentrations are frequently responsible for accelerating the process of eutrophication (or accelerated aging) of a waterbody. Once phosphorus and other important nutrients enter the ecosystem, they are extremely difficult to remove because they are taken up by plants or deposited in sediments. Nutrients, particularly phosphates, deposited in sediments generally are redistributed into the water. This type of cycling compounds the difficulty of halting the eutrophication process.

*Source: FDEP*

## **Reactive Phosphorus**

Dissolved orthophosphate is the concentration of inorganic dissolved reactive phosphorus in a water sample (sometimes referred to as soluble reactive phosphorus). It measures the amount of phosphorus that is readily available for use by algae.

Dissolved inorganic phosphorus concentrations often fluctuate seasonally as the result of normal plankton cycles.

*Sources: Corning School of Ocean Studies; Minnesota Shoreland Management Resource Guide*

## **Salinity**

Salinity, or the saltiness of water, is influenced by leaching from rock and soil formations, runoff from a watershed, atmospheric precipitation and deposition, and evaporation. The Atlantic Ocean and the Gulf of Mexico typically have salinity values around 35 parts per thousand (ppt), although there is significant variation, particularly in near shore areas. Salinity is often lower in areas receiving flows of fresh water, such as the mouths of rivers. It is often higher in areas where the evaporation rate is high—for example, in hot, dry climates.

*Source: Florida LakeWatch*

## **Temperature**

Typically measured in degrees Celsius, water temperature plays an important role in the aquatic ecosystem. It affects many different processes, with fluctuations often impacting chemical processes and reactivity in the water column, such as in regards to dissolved oxygen saturation levels. Additionally, biological organisms generally have strict temperature requirements for their survival. This means that temperature can impact the productivity and rate of biological processes.

*Source: FDEP*

## **Total Dissolved Solids (TDS)**

Total dissolved solids (TDS) is the term used to describe the inorganic salts and small amounts of organic matter present in solution in water. The principal constituents are usually calcium, magnesium, sodium, and potassium cations and carbonate, hydrogen carbonate, chloride, sulfate, and nitrate anions. When water dries or evaporates, these are the solids that form a residue.

When the level of total dissolved solids is high, the water can become unfit for drinking or industrial processes. Changes in a waterbody's concentration of dissolved solids can impact aquatic life because it regulates osmosis, the process through which water is able to flow in or out of an organism's cells. Such fluctuations typically occur when the body of water experiences low flow, increased runoff, or industrial inputs.

*Source: World Health Organization (WHO); USGS*

*E.*

# RIVERTOWN


## Request for Funds Shinnecock Drainage and Plant Replacement

Date of request: **9/20/23**

Submitted by: **Kevin McKendree**

### Repair:

We are experiencing issues with drainage in a common bed area located at 438 Shinnecock Dr. located in Highpoint. Due to the area's inability to properly drain the plant material in the common area has declined. Included below is a proposal to install 3 drain boxes that will alleviate the water from this area. Also included is landscaping that will bring the area back to standard. All for your consideration in the total amount of \$7,479.

		Proposal #344796 Date: 08/28/2023 From: Michael Sounio	
Proposal For		Location	
Rivers Edge CDD II c/o Vesta Property Services 475 West Town Pl Suite 114 Saint Augustine, FL 32082		475 West Town Place Suite 114 St. Augustine, FL 32082	
main: 804-679-5523 mobile: j.davidson@vestapropertyservices.com			
Property Name: Rivers Edge CDD II			
Drainage and Plant Replacement at common grounds in High Point		Terms: Net 30	
DESCRIPTION	QUANTITY	AMOUNT	
Domed Drain Boxes	3.00	\$660.00	
Drain pipe	2.00	\$530.00	
Coupling	1.00	\$32.00	
Pipe tape	1.00	\$27.00	
30 Gallon Japanese Blueberry	4.00	\$1,400.00	
15 Gallon Wax Myrtle	4.00	\$720.00	
Top Soil	5.00	\$440.00	
St. Augustine Sod	1.00	\$520.00	
General Labor	45.00	\$3,150.00	
Client Notes			
Yellowstone Landscape   www.yellowstonelandscape.com   386-437-6211			
Page 1 of 2			

Signature  x	SUBTOTAL	\$7,479.00
	SALES TAX	\$0.00
	<b>TOTAL</b>	<b>\$7,479.00</b>

Please check with your Yellowstone Landscape representative to ensure that the correct plants and quantities are ordered.









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



*FIFTH ORDER OF BUSINESS*

*A.*





## **Rivers Edge CDD – I, II, and III**

### **Landscape Update for September 2023**

- **General Maintenance**

- Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds.
- 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.
- Riverwalk Park is being mowed once a month per contract
- 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.
- Detail Team has been removing Moss from trees. We will get more of this completed during the non growing season
- 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 are being installed on September 26th along with fresh and rich soil. We raised the beds for a better show. We will install Yellow and Orange whooper Marigolds. This will give the Fall feel and look amazing. The next rotation will be in December.
  - 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. We will adjust according to drought
  - 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 3 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 BOS Monthly Operations Report

*Date of report: 9/20/2023*

*Submitted by: Jason Davidson & Kevin McKendree*

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## **RECDD I**

### **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 but due the price is high. We can order the parts and do the repair in house saving the community roughly \$700.

### **RiverHouse Pool Speakers:**

The Riverhouse pool speakers' replacement job is complete and all is functioning correctly.

### **Surge Protection on Panels:**

It was requested in the July BOS meeting to investigate surge protection on breaker panels. We explored options at the RiverClub with our recent lightning issues and opted to go with a Ditek 100kA surge protector. We inquired into protection through FPL, they do provide protection at the meter at \$35 a month but use of this would be on a case by case basis.

### **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).

### **Tennis Court Maintenance:**

We have been fielding concerns regarding the temporary pickleball courts, specifically trouble delineating between the tennis and pickleball lines during play. We were able to paint over the pickleball lines with a blue color to assist with this and so far, community feedback has been positive.

**Splash Pad:**

The splash pad is back up and running after having the motor replaced. We are still awaiting quotes for comparison on the chemical controller to be replaced.

**Patio Lights:**

Our in-house maintenance team replaced the worn-out patio lights at the RiverHouse. They cosmetically look much better and are on a photocell that is tied into other lighting in the building.

**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. This repair is now complete and we are awaiting sod replacement.

**100 Rambling Water Run Inlet Repair.**

We received reports of a sinkhole forming around a sewer inlet in the alley behind 100 Rambling Water Run. We verified the scope of work with the district engineer before signing the agreement. This repair is now complete.

**Alley Way Parking:**

We have received numerous complaints about residents parking on the paver areas in the Allys around the original Mainstreet district. We are sending out an E blast to not park here after which we will begin installing no parking signs in these areas.

**Riverfront Park Lights:**

The timer that controls the lighting at the Riverfront Park became non operational and would not shut off. We had this replaced and all is operational.

**Gardens Curbing Issue:**

Mr. Baron stated at last month's CDD meeting that he spoke with a resident in the Gardens Phase I and the alley that is going to the garage access points does not have curbing. The phase 2 in the Gardens does have curbing. They were informed that when they were the last units going in that the curbing would be installed, and it had not been installed. They are requesting that curbing be installed. We are awaiting word from the engineer on whether or not it is within the specifications that were designed or is it deficient in the curbing.

**Hurricane Idalia Update: Lap Pool**

During our post storm inspection, we found that we were unable to get the motor on the Lap pool to start because there is no power going to the controller. We had an electrician come out to troubleshoot on 9/1 and he was able to get the pool back online. The VFD is shot and we have plans to install a in-line motor starter in lieu of it similar to what we did on the family pool earlier this year. We are also having the seals replaced between the motor and pump as a leak developed during the motors down time.

**Riverfront Park Vandalism:**

Over the holiday weekend the pier was vandalized. Paint from a job site was splattered all over the pier. We received word from St. Johns River Water Management District that there are no stipulations on how we need to clean this up as it lies right on the river. We had the deck pressure washed to remove the paint and it is now up to standard.

**Sternwheel Park Toys:**

The community was notified in August that they had until Labor Day to remove the toys located in Sternwheel Park. Our maintenance staff removed what was left over and will continue to monitor and remove if any more show up.

**RECDD II**

**Manor monument lighting:**

We installed sets of solar lights on the entrance monuments.

**Riverclub Pool Motor:**

We installed a surge suppression device by Ditek 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.

**RiverClub Boardwalk Trees:**

Some of the tree limbs along the boardwalk had started to encroach and needed to be lifted. We had Yellowstones tree division do a extensive cutback on these so that they should not encroach again for a few years.

**Adirondack Chairs:**

Multiple chairs around the firepits have begun to split in areas making them unrepairable. We were able to scab pieces together to repair 3 of them. We are beginning the process of acquiring quotes to replace one of the pits' complete set of chairs and relocate all the older ones to one pit to remain uniform.

### **RECDD III**

#### **Haven Playground:**

Some of the rock-climbing wall holds had come loose and broken. We had some extras on hand and were able to replace them. Also the paver steps going to the slide had a few become loose again, we secured these and did a thorough evaluation of the staircase to find others that may be loose. All are secure for the time being.

### **All Districts**

#### **Outfall structures:**

With hurricane season here our team has been proactive for a while 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!

#### **Ponds:**

We were able to contract out 2 companies to provide temporary service to our ponds as Charles Aquatics exits the property. They are Aquagenix and J and J Aquatics. Both companies will be submitting bids for the RFP. Aquagenix will be servicing CDD 1, J and J in CDDs 2 and 3. Both companies will be treating their territories twice during the month of September in hopes of regaining control of the conditions.



*Date of report: 9201/23*

*Submitted by: Kim Fatuch*

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#### **Ongoing Projects**

- Rental calendar has been put on hold because we are trying to figure out how to use one plug-in for 2 calendars. Kevin in IT is looking for a solution.



- The Little Library meeting went well. Maura will head the project and get the neighbors to pitch in for the construction of the Little Library. It will be placed in the breezeway by the gym doors and pool gate.
- The new design Newsletter is receiving great feedback from the community. The Mid-month is set to go out on Friday.
- Garden Plots and Kayak Shed audited today, emails to go out this week.

#### **September Events:**

- **September 2<sup>nd</sup> – Live music with Jeremy Wineglass at the RiverClub.**
- **September 2<sup>nd</sup> – Teen vs. Parent Challenge**
  - Roughly 60-80 people attended this event.
  - Got good feedback that they like things like this. Just easy events they can do.
  - Coastal Moonwalk was great to work with.



- **September 3<sup>rd</sup> – BBQ Battle of the Residents**
  - 7 residents signed up for the contest but only 3 showed up.
  - About 60-70 residents attended.
  - This event was a flop for contestants but many residents showed up to taste food and I did get much feedback for the possibility of doing this as an annual thing but maybe not on a holiday weekend.



- **September 4<sup>th</sup> – Ice Cream Social at the RiverClub & RiverHouse**
  - Magic DJ Andrew to play at RH.

- Davis Cook played at RC – astounding reviews from residents.

#### **Upcoming Events**

- **September 14<sup>th</sup> – Trivia & Music Bingo with DJ Ross**
- **September 15<sup>th</sup> – Mixology Class for 50**
  - Residents must register as space is limited. Class is already full as of 8/8/23.
  - Had to increase to 50 spots due to an overwhelming request for participation.
- **September 17<sup>th</sup> – Football Watch Party at RiverClub.**
- **September 21<sup>st</sup> – Music Bingo at Riverclub**
- **September 30<sup>th</sup> – Workout with Tracie at the Amphitheater**

#### **October Events**

- **October 7<sup>th</sup> – RiverTown River Jams**
- **October 12<sup>th</sup> – Music Bingo with DJ Ross**
- **October 14<sup>th</sup> – Vendor Fair and Fall Festival**
- **October 20<sup>th</sup> – Octoberfest at the Café**
- **October 26<sup>th</sup> – FL/ GA Trivia with DJ Ross**
- **October 27<sup>th</sup> – FL/GA Tailgate party at River Cafe**