



## **River Place on the St. Lucie Community Development District**

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**Christina Lynch, Chair**

**Jeffrey Baldino, Vice Chairman**

**Bruce Wills, Assistant Secretary**

**Steven Vidal, Assistant Secretary**

**Charles Lynch, Assistant Secretary**

**November 20, 2025**



# River Place on the St. Lucie Community Development District

## Revised Meeting Agenda

Seat 2: Christina Lynch (C.)	
Seat 3: Jeffrey Baldino (V.C.)	
Seat 1: Bruce Wills (A.S.)	
Seat 4: Steven Vidal (A.S.)	
Seat 5: Charles Lynch (A.S.)	

Thursday  
November 20, 2025  
2:00p.m.

The River Plantation House  
450 Lazy River Parkway, Port St. Lucie, Florida  
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Meeting ID: 265 508 221 062 43 and Passcode: 9sK2Mh2i  
1 872-240-4685 and Phone Conference ID: 836 507 960#

1. Roll Call
2. Approval of the Minutes of the August 21, 2025 Meeting – **Page 4**
3. Consideration of:
  - A. **Resolution #2026-01** Budget Amendment for Fiscal Year 2025 – **Page 24**
  - B. Engagement Letter with Berger, Toombs, Elam, Gaines, & Frank to perform the Audit for Fiscal Year Ending September 30, 2025 – **Page 29**
  - C. First Amendment to Interlocal Agreement Between the City of Port St. Lucie, Florida and The River Place on the St. Lucie Community Development District – **Page 42**
  - D. Change Order #001 with All County Pavement Management Solutions – **Page 47**
4. Ratification of:
  - A. Small Project Agreement (Clubhouse Bathroom Floors 2025) with Custom Surface Solutions FL, LLC – **Page 48**
  - B. Small Project Agreement (Bathroom Remodel) with Painting & Safety, LLC – **Page 64**
  - C. Small Project Agreement (Pool Equipment Installation) with Apex Pavers, Inc.– **Page 83**
  - D. Small Project Agreement (Pool Deck Resurfacing) with Treasure Coast Surfaces, Corp. – **Page 101**
5. Discussion of:
  - A. Christmas Lights and Clubhouse
  - B. Little Libraries
  - C. Boat Dock Area: Key Considerations
  - D. Neighborhood Monuments and Beautification
  - E. Signage for Neighborhoods
  - F. Fountains

6. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Manager – Final Approval of the FY2024 – FY2025 Report Performance Measures and Standards – **Page 117**
  - D. Clubhouse/Field Manager Report
    - 1) Monthly Report – **Page 122**
    - 2) Boat Storage Rentals – **Page 128**
7. Financial Reports
  - A. Approval of Check Register – **Page 129**
  - B. Acceptance of Unaudited Financials – **Page 138**
8. Supervisors Requests and Audience Comments
9. Adjournment

*Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.riverplacecdd.com>*

## **MINUTES OF MEETING RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the River Place on the St. Lucie Community Development District was held on Thursday, August 21, 2025, at 2:00 p.m. at the River Plantation House, 450 Lazy River Parkway, Port St. Lucie, Florida.

Present and constituting a quorum:

Christina Lynch	Chairman
Jeffrey Baldino	Vice Chairman
Charles Lynch	Assistant Secretary
Steve Vidal	Assistant Secretary
Bruce Willis	Assistant Secretary

Also presents were:

Andressa Hinz-Philippi	District Manager
Michael Pawelczyk	District Counsel
Juan Alvarez	District Engineer
Matt Hans	GMS
Dmitry Gulyamov	GMS
Several Residents	

### **FIRST ORDER OF BUSINESS**

### **Roll Call**

Ms. Hinz Philippi called the meeting to order and called the roll.

Ms. Hinz Philippi led the Pledge of Allegiance.

### **SECOND ORDER OF BUSINESS**

### **Approval of the Minutes of the June 19, 2025 Meeting**

Ms. Hinz Philippi presented the minutes of the June 19, 2025 meeting, and asked for any corrections, deletions or additions. Upon hearing none asked for a motion to accept the minutes.

On MOTION by Ms. Lynch seconded by Mr. Vidal with all in favor, the Minutes of the June 19, 2025 Meeting were approved.

**THIRD ORDER OF BUSINESS****Discussion of:**

- A. Proposals for Boat Dock Repairs/Ramp**
  - 1) Arch Carpentry**
  - 2) Masuccis WoodWorks, LLC**

Mr. Hans presented and reviewed proposals from Arch Carpentry and Masuccis WoodWorks to the Board for their approval for boat dock repairs.

Ms. Lynch: What the bids prices?

Mr. Hans: Masuccis WoodWorks is \$10,500 and the bid from Arch Carpentry was \$9,750.

Mr. Baldino: And they are a total rebuild right?

Mr. Hans: The pilings would stay but everything else would be replaced.

Mr. Baldino: So essentially a new dock.

Ms. Lynch: Both using the same materials?

Mr. Hans: Yes, both would be the same material.

Ms. Lynch: Do you have any workings with any of these guys?

Mr. Hans: We have used Masuccis WoodWorks for the trim. Arch I was given by a friends Dad. He did his deck. He is relatively new to the area though. They moved here from Minnesota. This is something well within their wheelhouse as well.

Mr. Lynch: My feeling on doing that dock out there that dock needs a few things. It is up high and does not have a railing. I don't know how it ever got past the building department.

Ms. Lynch: We talked about that at the last meeting that we needed to have a railing added.

Mr. Lynch: Very few people use that dock. I think at this point in time people on this Board that are somewhat verse in construction we need to go out there and take that project apart a little bit and maybe handle it like we are doing the bathrooms. We hire people to do the work, and we buy the material. I think we can chop that down very low. At this point in time Matt had people go out there and just patch it. That will hold us for now until we look at it. The way that they propose to do the rail is the same that it is now. That 2 x 10 top rail is going to warp no matter what you do to it. Perhaps we need to table this for now. Take a closer look at it and see exactly what it will cost before we spend \$9,000 on something that a lot of people don't use.

Mr. Willis: I see people there all the time. We stopped going because they put a note out saying it was dangerous, so we stopped using it. We live right there so we see people there all the time. A lot of young kids go in there fishing. I think it is a great asset for this community. I think it should be redone. There is not many activities here for families so that is one of those activities, fishing.

Ms. Lynch: We have been tooling this boat dock for the last few meetings. We repaired it to where it is safe, but it is certainly not pleasing but it doesn't have the railing that it needs to have on. Certainly, if it was built today it would not pass inspection because of that fact. Honestly, the size of that thing I don't think \$9,700 is all that rough to accept for a project that isn't going to take 5 months to complete. Let's do it, get it done and get it done right. We try and drag out these projects and then it is months down the road or years down the road before we get it done.

Mr. Willis: I am not sure the way these guys want to do it duplicating the rails that are on there is right.

Ms. Lynch: Does these bids include added the extra rail?

Mr. Hans: It does not. I forgot that portion when I got the bids, but we can modify what they quoted for the current rails. We don't need to go back to the exact same style.

Ms. Hinz Philippi: It includes a lot of things. Demolition, removal of all existing materials, decking, cladding, railing and built-in bench. The will inspect the interior framing. Structural issues or concerns identified during inspection will be brought up the client's immediate attention, so they are going to review everything to see if everything is good.

Mr. Hans: The dock itself is 560 square feet. It is a 60 foot long by 8-foot wide is the main section and the other section upfront is another 20 feet by 8 feet. It is a decent size.

Mr. Baldino: Did we get a composite quote?

Mr. Hans: We did not. I don't feel composite would be the right move at this time being that we will have to redo the underneath but the time this wood fails. We could do a composite handrail, so we don't have to worry about warping.

Mr. Baldino: For splinters and stuff and safety reasons. If we could do something like that it might be an alternative.

Mr. Lynch: Pressure treated lumber.

*Multiple people speaking at the same time at this point.*

Mr. Baldino: We could do a not to exceed and we get the project moving forward. That way we could add a little extra money because we know we are going to do composite railings if we all agree on that. Then we can get the ball rolling on this instead of dragging our feet on it.

Ms. Lynch: Do we have an estimated time of when either of these companies could start and finish?

Mr. Hans: Arch is about a two-to-three-week lead time when they could start for us and Masuccis was about a month and half out. He has some jobs lined up right now.

Mr. Vidal: I don't think we should do anything without having a specific scope of work. Just to come up and say I am going to charge \$9,000. The other thing is does it need to be permitted. If it needs to be permitted draws need to be done and submitted to the city.

Mr. Hans: I will double-check on that.

Mr. Vidal: It may or may not I don't know. Once you rebuild a certain percentage it no different than a new built. It is like remodeling a house. *Mr. Vidal is inaudible at this time.*

Mr. Lynch: One of my big concerns or part of it of the rail, I don't have a problem going ahead with the work or any of that. That one part of the rail is missing. I don't think it is up to code.

Mr. Baldino: Are you talking about the long section where you walk out to the right of it where it doesn't have the railing? Wasn't that left open intentionally because that is how they get the boats in and out?

Mr. Lynch: It may have been and may have been closer to the water at one time. Now a kid could walk off there, there is no rail there.

*Mr. Vidal is inaudible at this time.*

Mr. Baldino: There is the little metal ladder correct?

Ms. Lynch: So, then what I am hearing is that boat dock probably should be completely not redone but at this point if it is that unsafe it needs to be roped off so there is no use for liability issues.

Mr. Baldino: I don't think we are there.

Mr. Hans: It is not that unsafe. What is there is currently safe. There is no more tripping hazards. There is no more rotting boards. It is safe to use. It is not pretty but it is safe.

*A question from the audience could not be understood.*

Mr. Hanlon: This is a dedication since it is on city property.

Mr. Hans: That I am not entirely sure of, but I will say anything that they fix or repair our engineer did inspect.

Mr. Hanlon: I am just saying if you do anything on the dock it is on city property.

Ms. Hinz Philippi: John appreciate it but let's hold the comments for later. What is the direction from the Board? Do you want to table it?

Mr. Baldino: If we table it can Matt still explore whether we need permits and stuff like that?

Mr. Hans: Yes. While we were sitting here I did do a quick google and we do 100% need a permit.

Mr. Baldino: So, we do need to do some homework on that then.

Ms. Hinz Philippi: Ok, so we will table this.

Mr. Pawelczyk: I just want to throw this out there. Could you consider an aluminum rail instead of composite? I don't know what the price difference is, but I know a 10-foot aluminum rail is like \$200. It might be something you might want to scope out.

*Multiple conversations at this time.*

Ms. Hinz Philippi: Ok so we tabled that. Let's move on. The second item to discuss is the Little Turtle Paving Project.

#### **B. Little Turtle Paving Project Costs and Updates**

Ms. Hinz Philippi: It is finished but we had to update the proposal. Matt met with our vendor and when they had the quote made previously the city told us that the vendor was going to honor it, but they did not. We changed the vendor. They were accounted the amount of paving that they were going to use it was more than what we had previously on the quote. Matt you have there the excess, how much was it?

Mr. Pawelczyk: If you want I can summarize this pretty quickly so that you can move on from this item. I think I know what the motion is going to be. The contractor was

supposed to do the work for \$89,000. It actually they needed more material to complete the work for the repaving and that excess material cost the District \$14,145, which the District paid to get the work done. We have since gone back to the City of Port St. Lucie to the city attorney's office. The deputy city attorney we sent a letter to the surety to try to make a claim for that additional \$14,145. That letter was sent on August 8<sup>th</sup>. We have not heard back from them yet. But what I would like to do since we don't meet all the time is assuming the surety response to the city and says yes because the bond still exists or the letter of credit is still there. We should get our \$14,145. We will have to go through the same process we did when we got the additional \$89,000. They have to go back to city council, sign an agreement or whatever. Unless there is any questions going forward right now what I am really looking told the deputy city attorney this is what I would be asking for is a motion to authorize the proper District officials to execute any documentation associated with the District obtaining additional funds the bank/city pertaining to the work that is now completed by *All County Paving* in an amount of \$14,145.

On MOTION by Ms. Lynch seconded by Mr. Willis with all in favor, a motion authorizing the proper District officials to execute any documentation associated with the District obtaining additional funds the bank/city pertaining to the work that is now completed by *All County Paving* in an amount of \$14,145 was approved.

Ms. Lynch: Can we go to another issue? We had some damage to concrete have we addressed that?

Mr. Hans: A letter has been sent to them, and we are working on addressing it.

Ms. Lynch: A letter of violation or a letter of repair?

Mr. Hans: A letter of violation has been sent first. I am getting prices to get it repaired and then we will send them a letter of repair as well.

Ms. Lynch: Alright. Thank you.

### **C. Hogs' Solutions and Alternatives**

Ms. Hinz Philippi: We are going to talk about hogs, but we are going to talk it about it later.

**FOURTH ORDER OF BUSINESS      Staff Reports****A. Attorney – Memorandum – 2025 Legislative Update**

Mr. Pawelczyk: I really don't have anything. I think there was a legislative memo in your agenda package. I think that was 2024. It was the wrong update. I can tell you from the legislative session that concluded prior to late May or early June laws were enacted and usually effective July 1<sup>st</sup>. There was very little impact to the CDD on those laws. What I will do is I will circulate that memorandum or GMS can circulate the correct memorandum with the 2025 Legislative session to the Board. If you have any questions let me know. I will tell you the only ones that I typically would be reporting on is one that if we engage in rulemaking we basically have to advertise an additional seven days in advance for one of our two publications. No additional expense just management has to advertise a little bit in advance. The only other one is something that makes sense both to contractors and local government and that one requires if a contractor presents the District with a change order for work that is out there to change the job. I am going to define what a change order is. A change order for those that are contractors you know it is more than an amendment. A amendment is we want to make the clubhouse blue instead of pink. That is an amendment it is not a change order. It doesn't apply to those types of items. A change order is when a contractor is digging in the ground and runs into a pipe he or she didn't know about and now we have to go around the pipe so it is going to cost more money to do so the contractor says to go around this pipe it is going to cost you \$4,000. Here is our proposed change order. The CDD has to respond to that change order within 35 days. Basically, that could require a special meeting or some sort of approval or ratification through Chair or whoever has been delegated by the Board to approve change orders. The good thing about that is it keeps the project moving is number one and number two I think it prevents litigation with contractors, etc. Luckily we don't have large projects that we are engaged. Typically, that happens when you are developing a District. If we did have a large drainage project or lake bank erosion project and change order is necessary that is when we just have to act on that more quickly than usual to keep the project moving. Those are the only two items of legislation. Take a look at what we are going to send you and if you have any questions shoot me an email. There is nothing earth shattering in there. Maybe in the next legislative session we will have

something. I think there is an item on your agenda coming up very soon Performance Measures and Standards. In the 2025 Legislative session some really intelligent legislator put for a bill to eliminate that ridiculous legislation, but it wasn't considered but I am expecting it to come back. As you all know this is the second year we are doing it, and it really doesn't have any use. It is not useful at least for a CDD. For the 160 we represent it is not useful for any of the 160. It might be useful for a special district like a hospital district or water management district one of those larger districts, but it certainly not for our typical residential CDDs. I know Andressa has experienced the same thing for her CDD clients. We will see what comes back in the 2026 Legislative session. That is all I have to report.

**B. Engineer**

Mr. Hans: Juan is not on.

Ms. Hinz Philippi: Alright we will go the manager.

**C. Manager**

**1) Consideration of 2025 Performance Measures and Standards as Required by Florida Statute 189.0694**

**2) Form 1 Financial Disclosure Due July 1, 2025**

**3) Reminder to Complete Annual Ethics Training by December 31, 2025**

Ms. Hinz Philippi: Under the manager I have the consideration of the Performance Measures and Standards as Michael was talking about. It is for us to just follow the requirements for Florida Statute 189.0694. We already do all that we have there. I just need a motion to approve.

On MOTION by Ms. Lynch seconded by Mr. Willis with all in favor, the Performance Measures and Standards as Required by Florida Statute 189.0694 was approved.

Ms. Hinz Philippi: The next item is the Form 1 Financial Disclosure. I do have that everybody has filed but Jeffrey you did not. I just want to let you know in September they start fining.

Mr. Baldino: Ok. I will take care of it.

Ms. Hinz Philippi: It gets very expensive.

Mr. Pawelczyk: \$25 a day up to \$1,500.

Mr. Baldino: I will take care of it. Thank you.

Ms. Hinz Philippi: After that is just the ethics training. You have to finish that by December 31<sup>st</sup>. I am going to send the Board again the link. I sent four and I think two of them are free.

Ms. Lynch: I did it. It was exciting.

Ms. Hinz Philippi: Just remember to complete it by December 31<sup>st</sup>. Next year when you fill out your Form 1 you are going to check the box saying I completed my ethics training. That is, it for the manager

**D. Clubhouse/Field Manager Report**

**1) Monthly Report**

**2) Boat Storage Report**

**3) Pool Equipment Quotes and Pool Deck Quotes**

Mr. Hans: On the report do you have any questions about anything on there? There were a few items on there that were scheduled to be taken care of by Friday that did not get taken care of by the contractor.

Ms. Lynch: We have identified the three dead trees on Lazy Parkway.

Mr. Hans: Yes.

Ms. Lynch: Have we identified the date they are coming out?

Mr. Hans: We have not. We are getting a couple of bids for that.

Ms. Willis: Where are we at on the signage?

Mr. Hans: That was supposed to take place on Friday.

Mr. Baldino: Wasn't there a follow up on the pressure cleaning?

Mr. Hans: Yes that should be happening. All the contracts were signed. There was some issues on their end. That was causing them a delay, but we should have it done. It was supposed to be done last week but they called me, and their bank account was frozen, and they couldn't purchase some of the supplies they needed.

Ms. Lynch: Nice.

Mr. Baldino: Is the follow-up for that next week possible?

Mr. Hans: Yes. If it doesn't work out with them I do have an identical bid from a company that will do it as well. That covers the field manager's report. On the boat storage rental, we still have our delinquent residents that are behind. For the most part everybody else is caught up now and we are looking good. We have quite a few new renters as well for the storage facility. The list was not updated but spots 14 and 15 are

both full. Those two homeowners that are listed in yellow is a mistake. That \$55 should not be there. The other two that is in yellow their privileges for the pool have been suspended. I have sent them two letters so far. They will be receiving their third letter. On the pool equipment quotes and the pool deck quotes, for the pool equipment Family Pools did not submit. Apex Pools and A & G Pools submitted. Apex was \$25,000 lower than Angie and they are also offering a five-year warranty on their labor. A & G was only offering a one-year warranty on their labor for the job. In terms of apples to apples it is identical. *Mr. Hans was inaudible at this time* is two to three months for that to come in. Then it is expected to take about two weeks for the project itself to be completed.

Ms. Hinz Philippi: What proposal are you talking about?

Mr. Hans: The pool equipment proposals.

Ms. Hinz Philippi: I don't have it. The one that you said that it is more affordable and have the five-year warranty?

Mr. Hans: Apex is the one that is on the agenda. Both companies Apex Pools and A & G Pools have been around for 25 years. A & G Pools did come with more recommendations from River Place, people around here. Apex Pools one of my buddy's companies has worked with them quite a bit. They do the paver install for them. From what I have been told they do very good work as well. I do not have anyone that has one installed by them though. I have just worked with someone that has worked with them. A & G has a shorter warranty, and it is \$25,000 more expensive but they came highly recommended. Apex Pools cheaper. A longer warranty. It has been around for just as long, but it doesn't have as many recommendations, but they are over 25 years plus in the pool business.

*Ms. Hinz Philippi was inaudible at this time.*

*Multiple people taking and having a conversation at the same time at this point.*

Mr. Vidal: It says here the municipal permitting and processing not included in the price.

Mr. Pawelczyk: It is never included in the cost.

*Mr. Vidal was inaudible at this time.*

Mr. Pawelczyk: Typically, when we prepare your small project agreements we will pay the cost of the permit. We don't pay for the processing. Whatever the City of Port St.

Lucie is going to charge any contractor that is what we pay for we don't pay for your contractor to higher a permit guy to go the city hall. I will make sure that is clear.

Ms. Lynch: Do they have the time slot we were thinking about doing this available?

Mr. Hans: It is a two-to-three-month lead time on the equipment. We would have to get everything moving immediately essentially. Just because of the timeline which would mean our deposit would be paid in this fiscal year and then everything else would be paid next fiscal year.

Ms. Lynch: It is an installation of how many weeks?

Mr. Hans: Roughly two weeks.

Mr. Vidal: Are they replacing the pump?

Mr. Hans: Yes everything that is inside of that current container will be replaced.

*Mr. Vidal was inaudible at this time.*

Mr. Hans: It is an auxiliary pump that they are replacing. They are not replacing the horsepower pump that is on the exterior.

Mr. Vidal: It says 10 horsepower pump.

Mr. Hans: We might be able to negotiate to get that price down.

Ms. Hinz Philippi: Alright so do we have a motion to approve Apex?

On MOTION by Mr. Willis seconded by Ms. Lynch with all in favor, a proposal from Apex Pavers & Pools in the amount of \$89,950 for new pool equipment was approved.

Mr. Hans: I brought three different quotes for the pool deck. It is to go back with the textured concrete that we have. There are three different price options. The best one is from Sun Deck. They have two different design options that we can do with plenty of color options. It is around \$18,000. The concrete we have currently it would be redoing this. Anywhere that there is cracks they have a method for hiding the cracks essentially when we redo the resurfacing. There would be a silicone joint filler where the cracks are and a pattern that they would put in to hide those cracks. Even if the cracks were to expand with that silicone filler it would not crack and break up. If anybody wants to see any pictures or examples. All three companies are bidding on doing the exact same type of job. Sun Deck is definitely the most motivated.

Ms. Lynch: You said they are the most motivated?

Mr. Hans: Most motivated and they gave us the best price, and they gave a slight discount on the rate as well. If we do time this out to when our pool equipment comes in and we do both at the same time we will be closed down for a little bit longer than we would like but it should work out.

Ms. Lynch: That is what we were talking about. We wanted to do it during the winter months not during the heat of the summer. The bathroom remodel do as much of it as we can all at one time and try to time it because this is a big amenity people don't want to be shut out of this amenity nor should they.

Mr. Hans: We are looking at a two-to-three-month lead time from Apex. Hypothetically if we let them know immediately we are looking at November or December. I would say that does run into the possibility of that around winter break time so possibly let all of these companies to shoot for the second week of January. That way everybody is back in school.

Ms. Lynch: That would be my perspective.

*Mr. Vidal was inaudible at this time.*

Mr. Hans: Sun Deck was \$18,378. With that as well because of the style we can go back and repaint in the future as needed. If we go back to Sun Deck for any repainting or anything like that it is around \$3.00 a square foot to do the deck for painting which is about half of the price.

Mr. Vidal: How long is it supposed to last?

Mr. Baldino: Are we running this into the bathrooms too?

Mr. Hans: No, they are separate.

*Mr. Vidal was inaudible at this time.*

Mr. Hans: It is roughly around two to three weeks for the equipment. This is expected to be a two-week job for the deck.

Mr. Vidal: That is going to be accessed from outside.

Mr. Hans: Yes they are going to have to remove a section of fence to get in.

Mr. Vidal: So, it is two to three weeks that it will be shut down. As far as the bathrooms are concerned it has been worked out to where *Mr. Vidal was inaudible at this time.*

Mr. Hans: I think if we did them one at a time the bathrooms should be no problem.

Ms. Lynch: Can we do the girls room first because they keep getting locked in that bathroom?

Mr. Hans: I think the doors are going to be done the same day most likely. The doors won't take very long.

Mr. Vidal: The doors will go in first. They will be done one at time also. The doors need to be in before the floor.

Ms. Lynch: Ok. There has been some interesting things occurring in the bathrooms to where we may want to start thinking about using the code system to get in and out of those bathrooms so we can capture who is doing it. I could get very descriptive if I need to with used feminine products hanging on the walls. Other intimate activities occurring in the bathroom and leaving the evidence behind. We don't know who is doing it but if we had a code we might be able to discourage it, and I hate to think that because we have to restrictive for things because people act stupid. Who wants to clean that up?

Mr. Vidal: You have to assign a code to everybody that is going to be in there using the pool.

Ms. Lynch: Or put a key fob on there.

Mr. Hans: I would say out of our 400 homes that we have in the community only about 222 don't have codes for the gym. There would be another 200 people reaching out trying to get set up with codes. It is not a big deal on that end. It is more so having the code, shut the doors so they can't get in there after 8:00. You can't get in there before 8:00 if the stuff is happening after hours. During hours we wouldn't know who did what in there unless we had a really narrow timeline.

Ms. Lynch: Let's be straight Matt this is happening after hours. We have some young teenagers that are not very bright because they are climbing up this palm tree over here to jump the fence. It has been on camera. I don't know who they are instead of just jumping the fence over here where it is shorter and they wouldn't have to climb a thing. They are not the smartest apples in the bunch, but they are coming up here at 3:00 in the morning. I have been waking up when my hips start hurting and looking at the cameras because I think the greatest thing would be to have the police take them home. They are

about 12 or 13 years old. I don't know who they are. There is no way to find out if they are jumping the fence.

Ms. Hinz Philippi: What would be easier for us to handle this by code or the key fob?

Mr. Hans: The key fob is not an option for that area. If we were to go with access locks it is about \$500 per lock so around \$1,000.

Ms. Lynch: You hate to have to do it. You would think that people would say we are paying for this amenity but not everybody has common sense.

Mr. Baldino: So those bathrooms are essentially unlocked.

Mr. Hans: They are unlocked all the time. I will say at a lot of our newer clubhouse facilities the bathrooms are locked access they are attached to the access system, so you do have to scan to use the bathroom. It does prevent or tries to limit people using the facility after hours because it makes it more inconvenient for them. It is really whatever the Board wants to do on this.

Mr. Pawelczyk: Can you set up the lock where it locks at 10:00?

Mr. Hans: Yes.

Mr. Baldino: That is what I was trying to get to. Are we going to explore that? Can you get pricing on that? If it is night activities we just shut it down after pool hours when the doors are locked.

Ms. Lynch: At least eliminate that destruction especially if you are putting in new bathrooms.

Mr. Baldino: So why don't we do the lock that it locks when the pool is closed?

Mr. Hans: I will say with these access lock you don't have the ability to lock it yourself. Someone could type in a code and come in here as well. When Steve and I talked about previously with locks for it was a *Mr. Hans was inaudible at this time*. You could open it with a screwdriver from the outside so if someone accidentally locked themselves in you still had the ability to push the lock closed.

Mr. Vidal: Any time the door is open and the closed the door unlocks itself. You can't come out of the bathroom and lock the door.

Ms. Lynch: This isn't something that we are going to be putting in before our next meeting.

Mr. Hans: This is something we could be doing once the new doors go in.

Mr. Baldino: It is very important if we are going to spend the money in the bathrooms that we secure them at night if we are having some activity like that. We need to explore some options.

Mr. Vidal: You are talking about a lot of expense if you try to go through electronic locks that are going to time controlled.

Mr. Baldino: If we are remodeling over there could we get power over there?

Mr. Vidal: The same reason why we didn't use those locks *Mr. Vidal was inaudible at this time.*

Mr. Baldino: But Steve if we are going to be remodeling the bathrooms over there is that the best option that we would have is to do some type of security lock that is powered that we can turn off and on at set hours? Since we are already redoing the bathrooms you could use the power somewhere in there and do it that way. Is that an option?

Mr. Vidal: Not necessarily because there is a lot more involved. I don't know. You are talking about a lot of money to put on lock on there to stop one or two people that are coming in here at night.

Ms. Lynch: I would say it is not just one or two people but those are the most destructive ones.

Mr. Baldino: I am saying if we have the doors locked during non-pool hours. Is there such a thing that we can do? We don't need a keypad because that is not going to solve the problem but if we could make sure the bathrooms are secure during non-pool hours.

*Multiple people speaking at one time.*

Ms. Lynch: Could you do some digging Matt please and I will do some digging. If we can find a timed lock that we set a timer for 8:30 or whatever the gate's closing time is.

Mr. Hans: I will bring some options for it.

Mr. Baldino: I think it is very crucial that if that is what we are spending money on the bathrooms let's explore those options that we can do to secure the bathrooms at night when no one is here.

Ms. Hinz Philippi: Ok so let's go back the quotes that we had for the deck. We did not get a solution for that. Do you want to table it? Do you want to move forward with one of the proposals?

Mr. Baldino: Which one was that?

Mr. Hans: Sun Deck.

Mr. Baldino: Sun Deck seems to be the most viable option.

On MOTION by Mr. Willis seconded by Mr. Baldino with all in favor, a proposal in the amount of \$18,378 from Sun Deck for resurfacing the pool deck was approved.

Ms. Hinz Philippi: So, we are going to bring back quotes or suggestions for the bathroom to solve the problem of security.

## FIFTH ORDER OF BUSINESS

## Financial Reports

- A. Approval of Check Run Summary**
- B. Acceptance of Unaudited Financials**

Ms. Hinz Philippi: The next item is the financial reports. Tab A is the check run summary and tab B is the unaudited financials. I need a motion to approve.

On MOTION by Ms. Lynch seconded by Mr. Lynch with all in favor, the Check Run Summary and Unaudited Financials were approved.

## SIXTH ORDER OF BUSINESS

## Supervisors Requests and Audience Comments

Ms. Hinz Philippi: At this time, we can go back to the discussion for hog's solutions or alternatives. I had this brought up to me by a Board member, Bruce to put this on the agenda. I think he wanted to discuss this.

Mr. Willis: I recently had a discussion with a trapper, Joe Falco, who doesn't charge anything, he hunts the same way as the guy we have now. He euthanizes them and sells them. He euthanizes them because if you don't you take them out west somewhere and they come back. It doesn't help us, and it doesn't help Florida. He also

has a partner who works with *Mr. Willis was inaudible at this time.* He would operate under Joe's license and Joe's insurance.

Ms. Hinz Philippi: So, there is no cost involved?

Mr. Willis: There is no cost involved in either of these guys.

Ms. Lynch: Where would the coral traps go? That was the issue before was it would only go in one place. They couldn't travel to go around.

Mr. Baldino: So, does he coral trap them and then euthanize them or does he hunt them?

*Mr. Willis was inaudible at this time.*

Mr. Baldino: And he wants both options a coral and hunting?

Mr. Willis: I expressed the desire for both options. No trapper will work with another trapper in the same area. There is too much danger if they are in the same area at the same time. There are places to put a coral.

Mr. Baldino: Where are we proposing to put the coral? Do we have that mapped out? Do we have significant where we are having some damage?

Ms. Lynch: It travels.

Mr. Baldino: Is that what we want? Is that what they do? Find out where they really are and put the coral up?

Mr. Willis: You set up the coral and you bait it. You draw them in, they come, they eat, and then they set up a trap.

Ms. Lynch: I don't have a problem getting rid of Tyler and attempting this. I don't have a problem doing it. I would like to actually go get my target practice on the damn things. All I am going to say is just try it and see what we can do to solve this situation. I don't believe we are ever going to get where there is not going to be damage this person's property or this person's property. Even just the treasure coast have more hogs than the entire state of Florida. We are in a nature preserve and we have residents that are feeding the damn things out their back doors. They are putting tents out to feed the raccoons. They are putting tents out to feed this animal and this out to feed the squirrels and it attacks the damn things. Excuse my language. People have cut into the preserves to make a trail for themselves so some of this is human cause. Most of it is the four-legged creatures. Let's try it and maybe it will work. Maybe it will be a little more successful.

*The recorder stopped at this point.*

A resident: This is a barrier fence that I put up and it does work. I paid for it myself and I don't know if you have to do the whole community but people that are having a problem. What is bothering me the most is it is destroying my property for resale. I want to sell my house, and I want to move. I have had enough. They have torn up my yard so badly last year and the President of the Board we had then she was like oh well we went through this. It is ok if it tears up my yard because you are worrying about your yard. How do I sell my property with a dug-up property and what do I say. The reason why I have this is because you may have wild hogs come in your yard.

Mr. Vidal: Again, this is an issue with the POA because it needs to be done on private property. You have this in your yard it is not in the preserve. That is something that needs to be handled and approved by the POA. It is POA issue.

A resident: We have people in here that there was a petition that was on Facebook some nasty people that it doesn't affect them.

Mr. Vidal: You are going to get that no matter what.

A resident: Then we had the president from before she has left her house. She is in Tennessee. She is on the petition. What the hell you don't even live here anymore.

*Multiple people speaking at this time.*

Ms. Hinz Philippi: Ok, thank you we are good. We are done with the three minutes.

Mr. Hodson: It is going to be a multiple process. I have been in the army my whole life. I don't know anything but the military so there is no one answer in the military. We always had plan A, plan B and plan C. Bruce has got the right idea I think. We have to start with a trapper that is going to be here. Behind my house on Canoe Park Circle would be the perfect for the maze because there is dozens of hogs running by my camera almost every night and they tore up my property. I lost thousands of dollars in plants. Now they are hitting the neighbors beside me. They are tearing their places up. It is getting bad. Even behind me where the dock is there is that big open land. That would be a perfect place for a maze. Like Bruce was saying it is a bait trap. It brings them in and then they

catch them. They can catch up to like 50 hogs in traps. There is not one answer but at least it is something.

Ms. Lynch: We do have a man that has been coming.

Mr. Hodson: Like Bruce said Trappers don't want to overstep other trappers and they have dogs. When they let those dogs go the dog is going to go anywhere. It is going to go on CDD land, it is going onto POA land and that is the problem.

Ms. Hinz Philippi: Ok thank you. What is your name?

Mr. Hodson: John Hodson. I am on Canoe Park Circle.

Ms. Hinz Philippi: Thank you so much. Anybody else for comments?

Mr. Hanlon: I was looking at the CDD website for the first time this year and I guess the budget got passed but the thing is I don't know why they changed the format, but it doesn't show the debt service anymore like in previous years. It doesn't show debt service and the total gross.

Ms. Hinz Philippi: Ok, I will do that.

Mr. Hanlon: Also, on the hog issue the landscapers told me over the years that if you don't treat *Mr. Hanlon was inaudible at this time*. It is not just fencing. It is not just trapping it is six or seven things you have to do to get rid of this problem. I did send you an email if you have a chance to address it.

Ms. Hinz Philippi: I was in meetings the whole day today.

Mr. Hanlon: The only question I have is can you get rid of the blue painter's paint *Mr. Hanlon was inaudible at this time*. That would be nice.

Ms. Hinz Philippi: Alright. Thank you John. Any Supervisor requests at this time?

Ms. Lynch: I just would like to see that the things that we vote on go through. As far as Matt and I have discussed it, I know what the situation is, but those signs should already be done that we voted on in June. Now how long it is going to take to order the filter and put it in? There is other things along that line. The concrete damage I don't know why we are sending a letter. It should just be sent the bill. They still have crap in the preserve. I brought that up three months ago. It is still in there. It is just little things like that we need to get shored up. We can't be dragging stuff out for months. It doesn't make any sense to me.

Ms. Hinz Philippi: Ok, thank you Christina. A motion to adjourn?

**SEVENTH ORDER OF BUSINESS      Adjournment**

On MOTION by Ms. Lynch seconded by Mr. Willis with all in favor, the meeting was adjourned.

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Assistant Secretary/Secretary

---

Chairman/Vice Chairman

RESOLUTION 2026-01

**WHEREAS**, the Board of Supervisors, hereinafter referred to as the “Board”, of the River Place on the St. Lucie Community Development District, hereinafter referred to as “District”, adopted a General Fund Budget for fiscal year 2025, and

**WHEREAS**, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT TO THE FOLLOWING:

1. The General Fund Budget is hereby amended in accordance with Exhibit “A” and “B” attached.
2. This resolution shall become effective this 20th day of November 2025 and be reflected in the monthly and fiscal Year End 9/30/25 Financial Statements and Audit Report of the District.

***River Place on the St. Lucie  
Community Development District***

by:

\_\_\_\_\_  
Chairman/Vice Chairman

Attest:

by: \_\_\_\_\_  
Secretary/Assistant Secretary

# *River Place on the St. Lucie*

## *Community Development District*

***Budget Amendment***  
***FY 2025***



# River Place on the St. Lucie

## Community Development District

### Budget Amendment

### General Fund

### Exhibit A

Description	Actuals Thru	Adopted Budget	Proposed Increase/ (Decrease)	Budget Amendment
	9/30/25	FY2025		FY 2025
<b><u>REVENUES:</u></b>				
Special Assessments - Tax Roll	\$ 523,573	\$ 517,270	\$ 6,303	\$ 523,573
Stormwater Fees	69,720	70,358	-	70,358
Rental Fees - Boat Storage	17,151	21,120	(3,969)	17,151
Rental Fees - Clubhouse	2,475	4,800	(2,325)	2,475
Revenue Fobs	1,100	-	1,100	1,100
Interest income	16,413	10,000	6,413	16,413
Other Income	90,265	-	90,265	90,265
Carry Forward Surplus	-	-	22,867	22,867
<b>TOTAL REVENUES</b>	<b>\$ 720,697</b>	<b>\$ 623,548</b>	<b>\$ 120,655</b>	<b>\$ 744,203</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Administrative:</u></b>				
Supervisor Fees	\$ 4,800	\$ 5,000	\$ (200)	\$ 4,800
FICA Taxes	367	383	(15)	367
Engineering	2,585	15,000	(12,000)	3,000
Attorney	39,743	28,000	12,000	40,000
Annual Audit	4,000	4,000	-	4,000
Arbitrage Rebate	600	600	-	600
Dissemination Agent	2,688	2,588	100	2,688
Trustee Fees	3,615	3,800	(185)	3,615
Management Fees	44,849	44,849	-	44,849
Property Appraiser	11,006	11,006	0	11,006
Website Maintenance	1,035	1,035	-	1,035
Telephone	-	200	(200)	-
Postage & Delivery	328	1,000	(600)	400
Insurance General Liability	10,208	9,620	588	10,208
Rental & Leases	2,400	2,400	-	2,400
Printing & Binding	146	1,000	(800)	200
Legal Advertising	513	1,000	(400)	600
Other Current Charges	699	790	-	790
Office Supplies	18	100	(50)	50
Dues, Licenses & Subscriptions	175	175	-	175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 129,774</b>	<b>\$ 132,544</b>	<b>\$ (1,762)</b>	<b>\$ 130,782</b>

# River Place on the St. Lucie

## Community Development District

### Budget Amendment

### General Fund

### Exhibit A

Description	Actuals Thru 9/30/25	Adopted Budget FY2025	Proposed Increase/ (Decrease)	Budget Amendment FY 2025				
<b><i>Operations &amp; Maintenance</i></b>								
<b><u>Field Expenditures</u></b>								
Field Management	\$ 27,945	\$ 27,945	\$ -	\$ 27,945				
Utility - Electric Irrigation	10,226	13,200	(2,500)	10,700				
Water/Wastewater	2,814	3,000	-	3,000				
Preserve Maintenance	20,000	20,000	-	20,000				
Aquatic Maintenance	13,220	13,220	-	13,220				
Landscape Maintenance	92,241	90,000	2,241	92,241				
Fertilization/Weed and Pest Control	1,089	1,688	(599)	1,089				
Irrigation Maintenance	10,800	11,600	(800)	10,800				
Fountain Maintenance	640	1,800	(1,160)	640				
Repairs & Maintenance	39,630	13,000	27,000	40,000				
Signage Maintenance	-	5,000	(5,000)	-				
Operating Supplies	313	1,000	(500)	500				
PSL Interlocal Agreement	12,500	25,000	-	25,000				
Contingency	395	18,902	-	18,902				
Capital Outlay	104,228	-	104,228	104,228				
<b>Subtotal Field Expenditures</b>	<b>\$ 336,041</b>	<b>\$ 245,355</b>	<b>\$ 122,909</b>	<b>\$ 368,264</b>				
<b><u>Clubhouse Expenditures</u></b>								
Security Monitoring/Fire/Alarm	\$ 2,574	\$ 4,000	\$ (1,000)	\$ 3,000				
Utility - Electric	17,422	18,700	(1,000)	17,700				
Water/Wastewater	3,734	8,000	(4,000)	4,000				
Telephone	1,291	1,080	211	1,291				
Property Insurance/Workers Comp	23,650	25,989	(2,339)	23,650				
Clubhouse Cleaning	15,633	18,000	-	18,000				
Clubhouse Maintenance and Repairs	24,805	20,000	5,000	25,000				
Pool & Spa Maintenance	17,325	16,800	525	17,325				
Pool & Spa Repairs	17,410	10,000	7,410	17,410				
Propane Gas	-	5,000	(5,000)	-				
Trash	-	300	(300)	-				
Capital Outlay	12,013	17,780	-	17,780				
<b>Subtotal Clubhouse Expenditures</b>	<b>\$ 135,858</b>	<b>\$ 145,649</b>	<b>\$ (492)</b>	<b>\$ 145,157</b>				
<b>TOTAL EXPENDITURES</b>	<b>\$ 601,672</b>	<b>\$ 523,548</b>	<b>\$ 120,655</b>	<b>\$ 644,203</b>				
<b><u>Other Financing Sources/(Uses)</u></b>								
Interlocal Transfer In/(Out)	(100,000)	(100,000)	\$ -	\$ (100,000)				
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$ (100,000)</b>	<b>\$ (100,000)</b>	<b>\$ -</b>	<b>\$ (100,000)</b>				
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 19,025</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>				

**River Place on the St. Lucie**  
**Community Development District**  
**Budget Amendent**  
**Capital Reserve Fund**  
**Exhibit B**

Description	Actuals Thru	Adopted	Proposed Increase/ (Decrease)	Budget Amendent FY 2025
	9/30/25	Budget FY2025		
<b><u>REVENUES:</u></b>				
Interest Income	\$ 13,286	\$ 5,000	\$ 8,286	\$ 13,286
Carry Forward Surplus	205,328	205,338	(10)	205,328
<b>TOTAL REVENUES</b>	<b>\$ 218,614</b>	<b>\$ 210,338</b>	<b>\$ 8,276</b>	<b>\$ 218,614</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$ -	\$ 100,000	\$ (100,000)	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ (100,000)</b>	<b>\$ -</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Interlocal Transfer In/(Out)	\$ -	\$ 100,000	\$ 100,000	\$ 100,000
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$ -</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 218,614</b>	<b>\$ 210,338</b>	<b>\$ 208,276</b>	<b>\$ 318,614</b>



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950  
772/461-6120 // 461-1155  
FAX: 772/468-9278

October 7, 2025

River Place on the St. Lucie Community Development District  
Governmental Management Services  
5385 N Nob Hill Road  
Sunrise, FL 33351

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit River Place on the St. Lucie Community Development District's, (the "District"), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by River Place on the St. Lucie Community Development district and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

## **The Responsibilities of the Auditor**

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart

River Place on the St. Lucie Community Development District

October 7, 2025

Page 2

2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

**The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;

River Place on the St. Lucie Community Development District

October 7, 2025

Page 3

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
  - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
  - c. Additional information that we may request from management for the purpose of the audit; and

River Place on the St. Lucie Community Development District

October 7, 2025

Page 4

- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

## **Reporting**

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.

River Place on the St. Lucie Community Development District

October 7, 2025

Page 5

## **Records and Assistance**

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

## **Non-audit Services**

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;

River Place on the St. Lucie Community Development District

October 7, 2025

Page 6

3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

### **Other Relevant Information**

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

### **Fees and Costs**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$4,000 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

### **Use and Ownership; Access to Audit Documentation**

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.

River Place on the St. Lucie Community Development District

October 7, 2025

Page 7

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

**Indemnification, Limitation of Liability, and Claim Resolution**

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District agrees to indemnify, holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

**Confidentiality**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

River Place on the St. Lucie Community Development District

October 7, 2025

Page 8

### **Retention of Records**

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

### **Termination**

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

River Place on the St. Lucie Community Development District

October 7, 2025

Page 9

### **Miscellaneous**

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

### **Governing Law**

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

### **Entire Agreement**

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

River Place on the St. Lucie Community Development District

October 7, 2025

Page 10

### **Electronic Signatures and Counterparts**

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

### **Acknowledgement and Acceptance**

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,



*Berger Toombs Elam  
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK  
CERTIFIED PUBLIC ACCOUNTANTS PL

Maritza Stonebraker, CPA

Confirmed on behalf of the addressee:

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

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

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



6815 Dairy Road  
Zephyrhills, FL 33542

813.788.2155  
[BodinePerry.com](http://BodinePerry.com)

## Report on the Firm's System of Quality Control

To the Partners of

November 30, 2022

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL

and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER\_REPORT22)



**BodinePerry**  
Certified Public Accountants & Advisors

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND RIVER PLACE ON THE ST. LUCIE  
COMMUNITY DEVELOPMENT DISTRICT  
(DATED OCTOBER 7, 2025)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GMS-SF, LLC  
5385 N NOB HILL ROAD  
SUNRISE, FL 33351  
TELEPHONE: 954-721-8681  
EMAIL: PPOWERS@GMSNF.COM**

**Auditor: Maritzta Stonebraker**

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



Title: Director

Date: October 7, 2025

**District: River Place on the St.  
Lucie CDD**

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

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

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

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF PORT ST. LUCIE, FLORIDA  
AND THE  
RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT** (the "Amendment"), made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (hereinafter, the "Effective Date") by and between the **CITY OF PORT ST. LUCIE**, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Council, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "City") and the **RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "CDD") by and through their authorized representatives (hereinafter collectively referred to as "the Parties").

**WHEREAS**, pursuant to a Contract - Construction of Required Improvements, dated April 30, 2018 (the "Completion Contract"), between the City and River Place Builders, LLC (the "Developer"), the Developer provided an Irrevocable Letter of Credit #2018-08 (the "LOC") to the City as a surety for infrastructure associated with the River Place on the St. Lucie No. 10 1<sup>st</sup> Replat, as recorded in Plat Book 77, Pages 1 through 3, of the Public Records of St. Lucie County, Florida (the "Plat"); and

**WHEREAS**, the Developer failed to complete pavement repair, final pavement, and striping ("Remaining Improvements") as required by the Completion Contract and in accordance with those construction plans prepared by Stephen Cooper P.E. & Associates, Inc. that are on file with the City Engineer under Project #P17-225; and

**WHEREAS**, the City and the CDD entered into an Interlocal Agreement, dated March 14, 2025, providing that the CDD would facilitate the completion of the Remaining Improvements (as defined therein) using the draw down obtained by the City in the amount of \$89,950.00 on the credit line of the LOC based on the contractor's estimate (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, the contractor retained by the CDD constructed the Remaining Improvements, but the final cost to complete the Remaining Improvements exceeded the previous estimate by \$14,145.00, as evidenced by the Change Order attached hereto and made a part hereof as Exhibit A (the "Change Order"); and

**WHEREAS**, the City, pursuant to Resolution 25-R77 adopted by the City Council of the City, requested and obtained a supplemental draw down from the LOC to cover this additional cost to complete the Remaining Improvements; and

**WHEREAS**, the City and the CDD wish to enter into this Amendment pursuant to Section 163.01, Florida Statutes, in which the City agrees to provide the supplemental draw down funds to the CDD to cover the costs incurred by the CDD to complete the Remaining Improvements.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

**SECTION 1.** The recitals set forth about are true and correct and are hereby incorporated herein by reference. to add the following:

**SECTION 2.** Section 3 of the Agreement, entitled “CITY’S OBLIGATIONS” is hereby amended to add the following:

The City further drew down on the LOC to facilitate the increased costs incurred by the CDD to construct the Remaining Improvements and anticipates receiving an additional received \$14,145.00 (“Additional Released Funds”) from the Surety. The City agrees, subject to the terms of this Agreement, as amended, to provide the Additional Released Funds to the CDD in the form of a check made payable to the “River Place on the St. Lucie CDD” within thirty (30) business days of receipt of the Additional Released Funds.

**SECTION 3.** Section 4 of the Agreement, entitled “CDD’S OBLIGATIONS” is hereby deleted and replaced with the following:

Upon receipt of the Released Funds, the CDD shall use such Released Funds to complete the Remaining Improvements within one hundred twenty (120) days of its receipt thereof. This time period may be extended for no more than an additional sixty (60) days upon the CDD’s notice to the City of the need for an extension.

The CDD acknowledges and confirms that the Additional Released Funds will, upon receipt from the City, be utilized to reimburse the CDD for costs incurred and payments made by the CDD pursuant to the Change Order, to complete the Remaining Improvements and such funds will be restricted to said use.

CDD acknowledges that there are no remaining monies from the Released Funds and Additional Released Funds after completion and reimbursement to the CDD, with all such Released Funds and Additional Released Funds having been dedicated by the CDD to complete the Remaining Improvements. By signing this Agreement, the CDD acknowledges that the Remaining Improvements have been completed and consents to cancellation of the LOC and release of funds restricted by the LOC above and beyond the Released Funds and Additional Released Funds.

**SECTION 4.** Section 5 of the Agreement, entitled “EVENTS OF DEFAULT” is hereby deleted and replaced with the following:

The City shall be in default of this Agreement if it fails to timely make its payment to the CDD of the Released Funds or Additional Released Funds. The CDD shall be in default of this Agreement if it fails to use the Released Funds or Additional Released Funds as required and return the Remaining Available Funds, if any, as

described herein. Each party shall provide the other party with a notice of default and provide thirty (30) days to cure, prior to seeking legal remedies for default.

**SECTION 5.** The City hereby represents that it has the authority to execute any and all documents necessary to effectuate and to implement the terms of this Amendment. The CDD hereby represents that it has the authority to execute any and all documents necessary to effectuate and to implement the terms of this Amendment.

**SECTION 6.** This Amendment shall be filed by the City with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County.

**SECTION 7.** This Amendment shall be deemed effective as of the date the last party hereto signs it (the "Effective Date"). This Amendment must be fully executed prior to recordation.

**SECTION 8.** In all other respects the Agreement, and all prior amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

**IN WITNESS WHEREOF**, the CITY OF PORT ST. LUCIE and the RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT have caused these present to be executed in their respective names by the proper officials the day and year first above written.

**CITY OF PORT ST. LUCIE, FLORIDA**

ATTEST:

---

Sally Walsh, City Clerk

---

Shannon Martin, Mayor

\_\_\_\_\_, 2025

APPROVED AS TO FORM:

---

Richard Berrios, City Attorney

**RIVER PLACE ON THE ST. LUCIE  
COMMUNITY DEVELOPMENT  
DISTRICT**

ATTEST:

By: \_\_\_\_\_  
Andressa Philippi  
Assistant Secretary

By: \_\_\_\_\_  
Christina Lynch, Chair  
Board of Supervisors

\_\_\_\_\_, 2025

**Exhibit A**  
**Change Order**

**PROJECT INFORMATION**

Port Saint Lucie  
NE Turtle Back Trl  
Port Saint Lucie, FL 34983

**CHANGE ORDER REQUEST**

Date: 07 / 08 / 2025  
Job Number: 10-017629  
Change Order # 001

**SCOPE OF WORK**

1. 69 tons of additional asphalt needed to complete the paving.

Matt Hans

Governmental Management Services South of Florida  
5385 North Nob Hill Road  
Sunrise, FL 33351  
mhans@gmssf.com  
954-512-9580

**Change Order Amount \$ 14,145.00**

The dollar amount listed above is to be added to the original contract amount. This revision becomes part of, and in conformance with, the existing contract. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

**ACCEPTANCE OF CHANGE ORDER REQUEST:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made in accordance with the contract. All Prices quoted are valid for 30 days from the date of this change order request.

---

Customer to sign here in acceptance  
of the above change order details

Select if Billing Information is different from above

South FL. Corporate Office  
1180 SW 10th St. Delray  
Beach, FL 33444  
561-588-0949

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Samuel Garcia  
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E: jsgarcia@allcountypaving.com

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**SMALL PROJECT AGREEMENT  
(Clubhouse Bathroom Floors 2025)**

**THIS SMALL PROJECT AGREEMENT** is made and entered into this 22nd day of October, 2025 (the "Agreement"), by and between:

**RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in City of Port St. Lucie, St. Lucie County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

**CUSTOM SURFACE SOLUTIONS FL, LLC**, a Florida limited liability company, whose principal and mailing address is, 851 S Kings Highway, Fort Pierce, Florida 34945 (the "Contractor").

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes, and located in Port St. Lucie, St. Lucie County, Florida; and

**WHEREAS**, the District is the owner of a Clubhouse Amenity Center within the boundaries of the District and located at 450 NE Lazy River Parkway, Port St. Lucie, Florida 34983 (the "Clubhouse"); and

**WHEREAS**, it has been determined that the bathroom floors at the Clubhouse are in need of remodeling (the "Project"), as detailed in that certain Proposal #1158 provided by the Contractor, dated June 12, 2025 (the "Proposal"), and the District desires to hire a licensed contractor to complete the Project; and

**WHEREAS**, the District has received and has determined it to be in the best interests of the District to contract with Contractor to complete the Project in accordance with this Agreement and the Proposal, which Proposal is attached hereto and made part hereof as Exhibit A; and

**WHEREAS**, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor; and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Work as detailed in this Agreement.

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

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

**SECTION 2. DUTIES**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

H. The Contractor shall be responsible for securing all permits necessary to commence and perform the Work as provided in this Agreement. The District shall reimburse the Contractor only for actual permit costs imposed by the City of Port St. Lucie.

I. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

J. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

K. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and

standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

L. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

M. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

N. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

### **SECTION 3. COMPENSATION.**

Upon Contractor's completion of the Project described in this Agreement, District agrees to compensate the Contractor in a total amount not to exceed **THREE THOUSAND FOUR HUNDRED AND 00/100 (\$3,400.00) DOLLARS** (See Exhibit A). It is further understood that the Contract Amount includes all costs, other than the actual cost for permit fees required by the City of Port St. Lucie (the "City"), St. Lucie County (the "County"), or other governing entity or agency having jurisdiction thereof (if any).

Payment of the Final Payment of the full Contract Amount will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and any other applicable permitting agencies, and after all permits have been closed for the Project and the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days' notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in Exhibit A.

**SECTION 4. EXAMINATION OF SITE.** The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface,

monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

**SECTION 5. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**SECTION 6. TERM AND TIME FOR PERFORMANCE.** This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities, and no later than November 21, 2025, weather permitting. The parties acknowledge that the estimated time to complete the project is two weeks (14) days. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor, for such Additional Work, and the timeframe in which such Additional Work must be completed. This Agreement replaces any other Agreements for similar services between the District and Contractor.

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) arising out of or resulting from the performances of the work, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom when caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

B. In any and all claims against the District or any of its officers, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the

indemnification obligation shall not be limited in any way by any limitation in the amount of type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Act, Disability Benefit Acts or other Employee Benefits Acts.

C. The Contractor shall be held responsible for any violation of law, rules, regulations or ordinances affecting in any way the conduct of all persons, engaged in or the materials or methods used by him, on the work. At the time of the execution of the Contract, the Contractor shall furnish to the District (to the District Manager) Certificates of Insurance evidencing the existence of the insurance policies as required herein.

D. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or in any other statute.

**SECTION 8. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 9. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 10. CANCELLATION/TERMINATION.** The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

#### **SECTION 11. WARRANTY.**

A. The Contractor warrants its work on the Project against defects in materials or workmanship for a period of one (1) year. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs

shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.

## **SECTION 12. INSURANCE.**

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **River Place on the St. Lucie Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

### **SECTION 13. CHANGES IN WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

#### **SECTION 14. REMEDIES FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

#### **SECTION 15. NOTICES.**

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **River Place on the St. Lucie  
Community Development District**  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: District Manager

With copy to: **District Counsel**  
Billing Cochran, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **Custom Surface Solutions FL, LLC**  
851 S Kings Highway  
Fort Pierce, Florida 34945  
Attention: Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day.

If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

## **SECTION 16. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District

within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES - SOUTH FLORIDA, LLC  
5385 N. NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: 954-721-8681  
EMAIL: [RECORDS@GMSSF.COM](mailto:RECORDS@GMSSF.COM)**

**SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 18. ENTIRE AGREEMENT.** This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 20. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 21. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 22. CONFLICTS.** To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

**SECTION 23. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement

instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit A.

**SECTION 24. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be St. Lucie County, Florida.

**SECTION 25. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 26. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 27. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or

entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:

1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 28. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**SECTION 29. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with the Work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards, including sufficient lights and danger signals on or near the area or areas where the Work is being performed, from sunset to sunrise. Contractor shall erect suitable railing, barricades, or other protective devices about

unfinished Work, open trenches, embankments, or other hazards and obstructions to traffic, as necessary. Contractor shall take all necessary precautions to prevent accidents and injuries to persons or property in connection with the performance of this Agreement.

C. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of District's of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

D. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

**SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

DocuSigned by:



87D36659F55A4C5...

Print Name: Andressa Hinz Philippi  
Secretary/Assistant Secretary

**RIVER PLACE ON THE ST. LUCIE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Signed by:



5DB1483C3C4440B...

Print Name: Christina Lang Lynch  
Chairperson  
Board of Supervisors

22 day of October, 2025

WITNESSES: (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.)

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

(CORPORATE SEAL)

**CONTRACTOR:**

**CUSTOM SURFACE SOLUTIONS, FL,  
LLC**, a Florida limited liability company

Signed by:



By: Eric Townsend  
3D301360B3A44A0...

Print name: Eric Townsend

Title: OWNER

22 day of OCTOBER, 2025

**EXHIBIT A**

**PROPOSAL**



ESTIMATE	#1158
ESTIMATE DATE	Jun 12, 2025
TOTAL	\$3,400.00

## Custom Surface Solutions FL LLC

STEVE VIDAL  
RIVER PLACE  
450 NE Lazy River Pkwy  
Port St. Lucie, FL 34983

📞 (561) 282-8097  
✉️ SVIDAL9782@AOL.COM

### CONTACT US

851 S Kings Highway  
Fort Pierce, FL 34945

📞 (561) 905-0148  
✉️ customsurfacesolutionsllc@gmail.com

### ESTIMATE

Services	qty	unit price	amount
EPOXY FLAKE - River Place Clubhouse Bathrooms	1.0	\$3,400.00	\$3,400.00
Demo existing tile - All debris will be removed from site - All surfaces will be prepped with diamond grinding equipment paired with HEPA filter vacuum systems for dust collection. Application of 100% solids epoxy resin with MVB additives and full broadcasting of polymer flake. Top coat is a polyaspartic, UV stable, non yellowing resin. High ware urethane and aluminum oxide broadcast applied to the floors only, to provide a non-slip finish. Application of 6" epoxy cove base - Epoxy flake to be applied 32" up the walls from finished floor. Color: TBD			

Services subtotal: \$3,400.00

Subtotal	\$3,400.00
Tax (sales tax 7%)	\$0.00
<b>Total</b>	<b>\$3,400.00</b>

**SMALL PROJECT AGREEMENT  
(Bathroom Remodel)**

**THIS SMALL PROJECT AGREEMENT** is made and entered into this 10th day of October, 2025, by and between:

**RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in City of Port St. Lucie, St. Lucie County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “District”),

and

**PAINTING & SAFETY, LLC**, a Florida limited liability company, whose principal and mailing address is 15225 SW California Boulevard, Port St. Lucie, Florida 34953 (the “Contractor”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes, and located in Port St. Lucie, St. Lucie County, Florida; and

**WHEREAS**, the District is the owner of a Clubhouse Amenity Center within the boundaries of the District and located at 450 NE Lazy River Parkway, Port St. Lucie, Florida 34983 (the “Clubhouse”); and

**WHEREAS**, it has been determined that the bathrooms at the Clubhouse are in need of remodeling (the “Project”), as detailed in that certain Proposal #1090 provided by the Contractor, dated June 2, 2025 (the “Proposal”), and the District desires to hire a licensed contractor to complete the Project; and

**WHEREAS**, the District has received and has determined it to be in the best interests of the District to contract with Contractor to complete the Project in accordance with this Agreement and the Proposal, which Proposal is attached hereto and made part hereof as Exhibit A; and

**WHEREAS**, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor; and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Project.

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

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

**SECTION 2. DUTIES**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. The Contractor shall be responsible for securing all permits necessary to commence and perform the Work as provided in this Agreement. The District shall reimburse the Contractor only for actual permit costs imposed by the City of Port St. Lucie.

H. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

I. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

J. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

K. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

L. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

M. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

N. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

### **SECTION 3. COMPENSATION.**

Upon completion of the Project as described herein, District agrees to compensate the Contractor in an amount not to exceed **SIX THOUSAND TWO HUNDRED AND 00/100 (\$6,200.00) DOLLARS** (the "Contract Amount") (See Exhibit A). It is further understood that the Contract Amount includes all costs, other than the actual cost for permit fees required by the City of Port St. Lucie (the "City"), St. Lucie County (the "County"), or other governing entity or agency having jurisdiction thereof (if any).

The compensation schedule shall be as follows:

<b>Percentage of total sum</b>	<b>Amount</b>	<b>Description</b>
Deposit (1/3)	\$ 2,046.00	Upon execution of this Agreement.
Progress Payment (1/3)	\$ 2,046.00	Second Draw as provided in the Proposal
Final Payment (1/3)	\$ 2,108.00	Payment shall be contingent upon (i) completion of the work of the Project, (ii) permit closure, and (iii) the District's acceptance of the Project, as provided in the Agreement.
<b>TOTAL AMOUNT:</b>	<b>\$ 6,200.00</b>	

Payment of the Final Payment of the full Contract Amount will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and any other applicable permitting agencies, and after all permits have been closed for the Project and the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days' notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in Exhibit A.

**SECTION 4. EXAMINATION OF SITE.** The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

**SECTION 5. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the

District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**SECTION 6. TERM AND TIME FOR PERFORMANCE.** This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. Contractor shall proceed with securing all applicable permit fees for the Project. The work on the Project shall commence no earlier than October 16, 2025 and no later than November 16 2025, and shall be completed in an expeditious manner so that the bathrooms are fully operational and can be open to the members, and others, for use within fifteen (15) days of the start date, weather permitting, so as to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities. The parties acknowledge that the estimated time to complete the Project is approximately  . Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor for such Additional Work, and the timeframe in which such Additional Work must be completed.

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

**SECTION 8. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 9. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 10. CANCELLATION/TERMINATION.** The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

#### **SECTION 11. WARRANTY.**

A. The Contractor warrants its work on the Project against defects in materials or workmanship for a period of one (1) year. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.

## SECTION 12. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **River Place on the St. Lucie Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall

Bathroom Remodel 2025

Rev. 09-28-2025

furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

### **SECTION 13. CHANGES IN WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

#### **SECTION 14. REMEDIES FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

#### **SECTION 15. NOTICES.**

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT: **River Place on the St. Lucie  
Community Development District**  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: District Manager

With copy to: **District Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR: **Painting & Safety, LLC**  
1525 SW California Boulevard  
Port St. Lucie, Florida 34953  
Attention: Rigoberto Ortiz, Authorized Member

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and  
Bathroom Remodel 2025  
Rev. 09-28-2025

legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

## **SECTION 16. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District

within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES - SOUTH FLORIDA, LLC  
5385 N. NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: 954-721-8681  
EMAIL: [RECORDS@GMSSF.COM](mailto:RECORDS@GMSSF.COM)**

**SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 18. ENTIRE AGREEMENT.** This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 20. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 21. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 22. CONFLICTS.** To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

**SECTION 23. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit A.

**SECTION 24. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be St. Lucie County, Florida.

**SECTION 25. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

C. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

D. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

**SECTION 26. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this

Bathroom Remodel 2025

Rev. 09-28-2025

Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 27. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 28. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
  1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
  2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.

3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 29. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

DocuSigned by:



87D36659F55A4C5...

Print Name: Andressa Hinz Philippi  
Secretary/Assistant Secretary

**RIVER PLACE ON THE ST. LUCIE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Signed by:



5DB1483C3C4440B...

Print Name: Christina Lang Lynch  
Chairperson  
Board of Supervisors

10 day of October, 2025

**CONTRACTOR:**

**PAINTING & SAFETY, LLC**, a Florida limited liability company

**WITNESSES** (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.):

---

[PRINT NAME OF WITNESS]

---

[PRINT NAME OF WITNESS]

Signed by:



By: 160C51C9331D4F3...  
Rigoberto Ortiz, Authorized Member

14 day of October, 2025

**EXHIBIT A**

**Proposal**

**PROPOSAL**

**Painting and Safety**  
**1525 SW California Blvd**  
**Port Saint Lucie, FL**  
**34953**

**Sales Representatives**  
**Rigo Ortiz**      **Wil Ortiz**  
**772-359-6812**      **772-418-5395**



**River Place CDD**  
**Lazy River Parkway**  
**Port Saint Lucie, FL**  
**34983**

<b>Proposal #</b>	<b>1090</b>
<b>Date</b>	<b>6/2/2025</b>
<b>Amount</b>	<b>\$5,800.00</b>
	<b>\$6,200.00</b>

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Price</b>
<b>Painting</b>	<b>Everything stated in the "Riverplace Pool Bathrooms Remodel" explanation page will be done.</b>	<b>1</b>	<b>\$5,800.00</b> <b>\$6,200.00</b>

<b>Sub Total</b>	<b>\$5,800.00</b>
<b>Total</b>	<b>\$6,200.00</b>
<b>Amount</b>	<b>\$5,800.00</b>
	<b>\$6,200.00</b>

**Extra Information**

Anything added/ removed outside of the "Riverplace Pool Bathrooms Remodel" agreement will be paid for.

33% Deposit / 33% Second draw / 34% Final Draw

## River Place Pool Bathrooms Remodels

### Demo:

1. Remove all fixtures to include toilets, Sinks and Urinal. The Sinks and urinal are to be saved for reinstallation.
2. Remove all accessories to include grab bars, toilet paper holders, paper towel dispensers, mirrors, lights and exhaust fans. Save grab bars for reinstallation.
3. Cut out for recessed toilet paper holder and paper towel dispenser. Install backing if required.
4. Remove existing door and jamb

### New Install, Labor Only:

1. Install new toilets, existing urinal and flush valve, existing sinks with new faucets, existing grab bars, new recessed toilet paper holder, new recessed paper towel dispensers with trash receptacle, new mirror approx, 24 x 32, new light fixtures and new exhaust fans
2. Install new wood jamb and new hollow metal raised panel door.
3. Paint walls, ceiling and door/jamb

### Notes:

- Work needs to be completed in two phases. Phase one is before the epoxy floor is installed and phase two is after floor is completed

### Phase 1:

1. Remove existing doors, jambs and hardware
2. Install new doors and jambs and hardware. Paint door and jambs.
3. Complete all demo as noted above
4. Install backing for accessories if needed. Cut out drywall and install backing necessary to receive recessed paper towel dispenser and toilet paper holder
5. Paint walls, ceiling
6. Install new exhaust fan

Phase 2:

1. Install remaining fixtures and accessories as noted above
2. Final cleanup and removal of construction materials

**SMALL PROJECT AGREEMENT  
(Pool Equipment Installation)**

**THIS SMALL PROJECT AGREEMENT** is made and entered into this 10th day of October, 2025, by and between:

**RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in City of Port St. Lucie, St. Lucie County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

**APEX PAVERS, INC.**, a Florida corporation, d/b/a **APEX PAVERS & POOLS**, whose principal and mailing address is 725 SE Monterey Road, Stuart, Florida 34994 (the "Contractor").

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes, and located in Port St. Lucie, St. Lucie County, Florida; and

**WHEREAS**, the District is the owner of a swimming pool located within the boundaries of the District at the District-owned Clubhouse, 450 NE Lazy River Parkway, Port St. Lucie, Florida 34983 (the "Pool"); and

**WHEREAS**, it has been determined that the Pool is in need of new pool equipment, including the installation of a recirculation pump, filter system, and chemical feeders (the "Project"), as detailed in that certain proposal provided by the Contractor dated August 30, 2025 (the "Proposal"), and the District desires to hire a licensed contractor to complete the Project; and

**WHEREAS**, the District has received and has determined it to be in the best interests of the District to contract with Contractor to complete the Project in accordance with this Agreement and the Proposal, which Proposal is attached hereto and made part hereof as Exhibit A; and

**WHEREAS**, the Board of Supervisors of the District has authorized the proper District officials to enter into this Agreement with Contractor; and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform the Project.

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

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

**SECTION 2. DUTIES**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. The Contractor shall be responsible for securing all permits necessary to commence and perform the Work as provided in this Agreement. The District shall reimburse the Contractor only for actual permit costs imposed by the City of Port St. Lucie.

H. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

I. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

J. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

K. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

L. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

M. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

N. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

### **SECTION 3. COMPENSATION.**

Upon completion of the Project as described herein, District agrees to compensate the Contractor in an amount not to exceed **NINETY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 (\$97,750.00) DOLLARS** (the "Contract Amount") (See Exhibit A). It is further understood that the Contract Amount includes all costs, other than the actual cost for permit fees required by the City of Port St. Lucie (the "City"), St. Lucie County (the "County"), or other governing entity or agency having jurisdiction thereof (if any).

The compensation schedule shall be as follows:

<b>Percentage of total sum</b>	<b>Amount</b>	<b>Description</b>
Deposit (1/3)	\$31,915.00	Upon execution of this Agreement.
Progress Payment (1/3)	\$31,915.00	A progress payment shall be made upon the delivery of the new pool equipment.
Final Payment (1/3)	\$33,920.00	Payment shall be contingent upon (i) completion of the work of the Project, (ii) permit closure, and (iii) the District's acceptance of the Project, as provided in the Agreement.
<b>TOTAL AMOUNT:</b>	<b>\$97,750.00</b>	

Payment of the Final Payment of the full Contract Amount will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and any other applicable permitting agencies, and after all permits have been closed for the Project and the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days' notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in Exhibit A.

**SECTION 4. EXAMINATION OF SITE.** The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

**SECTION 5. INDEPENDENT CONTRACTOR.** This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, and administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations. Contractor agrees that it is a separate and independent enterprise from the

District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District, and the District will not be liable for any obligation incurred by Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

**SECTION 6. TERM AND TIME FOR PERFORMANCE.** This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. Contractor shall proceed with securing all applicable permit fees for the Project. The work on the Project shall commence no earlier than January 05 2026 and no later than January 30, 2026, and shall be completed in an expeditious manner so that the pool equipment is fully operational and the Pool can be open to the members, and others, for use within fifteen (15) days of the start date, weather permitting, so as to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities. The parties acknowledge that the estimated time to complete the Project is approximately two (2) weeks. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor for such Additional Work, and the timeframe in which such Additional Work must be completed. This Agreement replaces any other agreements for similar services between the District and Contractor.

**SECTION 7. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

**SECTION 8. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 9. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 10. CANCELLATION/TERMINATION.** The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior to Contractor's initiating work under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

#### **SECTION 11. WARRANTY.**

A. The Contractor warrants its work on the Project against defects in materials or workmanship [in accordance with the Proposal/for a period of five (5) year(s)]. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.

## SECTION 12. INSURANCE.

A. Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **River Place on the St. Lucie Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall

Pool Equipment Installation 2025

Rev. 09-28-2025

furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

### **SECTION 13. CHANGES IN WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by received bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

#### **SECTION 14. REMEDIES FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

#### **SECTION 15. NOTICES.**

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT:

**River Place on the St. Lucie  
Community Development District**  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: District Manager

With copy to:

**District Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR:

**APEX PAVERS, INC., d/b/a Apex Pavers & Pools**  
725 SE Monterey Road  
Stuart, Florida 34994  
Attention: President

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and  
Pool Equipment Installation 2025  
Rev. 09-28-2025

legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

## **SECTION 16. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District

within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES - SOUTH FLORIDA, LLC  
5385 N. NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: 954-721-8681  
EMAIL: [RECORDS@GMSSF.COM](mailto:RECORDS@GMSSF.COM)**

**SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 18. ENTIRE AGREEMENT.** This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 20. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 21. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 22. CONFLICTS.** To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

**SECTION 23. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit A.

**SECTION 24. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be St. Lucie County, Florida.

**SECTION 25. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

C. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

D. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

E. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

**SECTION 26. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this

Pool Equipment Installation 2025

Rev. 09-28-2025

Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 27. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 28. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
  1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
  2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.

3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 29. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**SECTION 30. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

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**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

DocuSigned by:



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Print Name: Andressa Hinz Philipp  
Secretary/Assistant Secretary

**RIVER PLACE ON THE ST. LUCIE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Signed by:



5DB1483C3C4440B...

Print Name: Christina Lang Lynch  
Chairperson  
Board of Supervisors

10 day of October, 2025

**CONTRACTOR:**

**APEX PAVERS, INC.**, a Florida corporation, d/b/a **APEX PAVERS & POOLS**

**WITNESSES** (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.):

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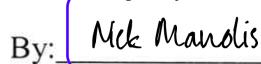
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[PRINT NAME OF WITNESS]

Signed by:



4D2CE5D2D919443...

Print Name: Nick Manolis

Title: Design Consultant

13 day of October, 2025

**EXHIBIT A**

**Proposal**



## PROJECT RECOMMENDATION SHEET

August 30, 2025

**River Place  
Governmental Management Services-South Florida  
450 Ne Lazy River Pkwy  
Port St Lucie, FL 34983**

Dear Matt,

Thank you for the opportunity you've afforded us to quote on your remodeling needs. The following recommendation is based on the information gathered during our discussions and the survey of your property.

### **NEW POOL EQUIPMENT**

#### **Detailed Scope Of Work:**

- Install New Pool Equipment on Concrete Pad.
- AP68. CB1422. 3PH/208V. VACUUM DE SYSTEM, RECIRCULATION SPECK 95-XI 10 HP PUMP,
- 506 GPM @ 50 TDH. 68 - 19" ELEMENTS (255 SQFT FILTER AREA), SERICE PUMP SPECK 1.13
- HP, STENNER 85M5 & 45M5 CHEMICAL FEEDERS WITH 100 GALLON & 65 GALLON CROCKS,

#### **5 Year Labor Warranty on all Workmanship.**

**(Municipal Permit and Processing not included in the below costs)**

**✚ Total New Pool Equipment Project Cost: \$ 97,750 (Taxes are included)**

**✚ Payment Schedule:**

- **\$ 31,915** (Due at Signing)
- **\$ 31,915** (Due at Delivery of Equipment)
- **Balance** (Due on Completion of the Project)

❖ Please Note, there is a 3% convenience fee on credit card payments

**Notes:**

1. Any changes by the health department not included.

Should you need any clarification, please do not hesitate to contact me at (772) 419-5151 or on my cell (772) 485-0752, as I am eager to be of help. Thanking you in advance.

Sincerely,

**Nick Manolis**  
*Design Consultant*

**\*Proposal valid for 30 days.**

# Visit Our Showroom

725 SE Monterey Rd. Stuart, FL 34994 Phone 772-419-5151 Fax 772-419-5101 [apexpaversandpools.com](http://apexpaversandpools.com)

**SMALL PROJECT AGREEMENT  
(Pool Deck Resurfacing)**

**THIS SMALL PROJECT AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in City of Port St. Lucie, St. Lucie County, Florida, and with offices at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District"),

and

**TREASURE COAST SURFACES CORP.**, a Florida corporation, whose principal and mailing address is 1459 S.E. Village Green Drive, Port St. Lucie, Florida 34952 (the "Contractor").

**RECITALS**

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

**WHEREAS**, the District Board of Supervisors has determined that it is necessary to repair and resurface the entirety of the pool deck area (the "Project") at the District-owned clubhouse, located at 450 NE Lazy River Parkway, Port St. Lucie, Florida 34983, within the boundaries of the District (collectively, the "Project Area"); and

**WHEREAS**, the District desires to complete the repair and resurfacing within the Project Area with in accordance with this Agreement and Contractor's Proposal, dated August 20, 2025, attached hereto and made a part hereof as Exhibit A (the "Proposal"); and

**WHEREAS**, Contractor represents that it is qualified and possesses the necessary equipment, skill, labor, licenses, and experience to perform and complete the Project.

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

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

## **SECTION 2. DUTIES.**

A. The duties, obligations, and responsibilities of the Contractor are those as more particularly described in this Agreement and the Exhibits attached hereto and incorporated herein.

B. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met in accordance with this Agreement and industry standards.

C. Contractor shall report to the District Manager or his or her designee.

D. Contractor shall furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, bonds and other accessories and services necessary to complete said Project in accordance herewith and with the conditions and prices as stated herein, and in Exhibit A.

E. Contractor shall furnish all tools, equipment, materials and supplies necessary to do all the work in a substantial, quality, and workmanlike manner.

F. Contractor shall perform all the work and provide all the labor required by and pursuant to this Agreement.

G. Contractor shall remove and clean up all rubbish, debris, excess material, tools and equipment from streets, alleys, parkways, open space and adjacent property that may have been used or worked on by the Contractor in connection with the performance of the work.

H. Contractor will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof and will be required to make good at his own cost any damage or injury occurring from any cause resulting from Contractor's acts or omissions or the acts or omissions of its subcontractors or suppliers.

I. The Project shall be completed in an expeditious manner to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities.

J. To the extent applicable to this Agreement, Contractor acknowledges that it is aware of, has knowledge of, and understands the safety and maintenance of traffic (MOT) rules, regulations, and standards of the Florida Department of Transportation, including but not limited to the 2023 FDOT Design Standard for "Multilane Work Within the Travel Way Median or Outside Lane," and further agrees to strictly adhere to said all such rules, regulations, and standards in connection with all work performed under this Agreement, to which such rules, regulations, and standards are applicable. All cones, high-visibility apparel (vests), barricades, shall be provided by Contractor at its cost and expense.

K. All employees or agents of Contractor performing Work under this Agreement shall do so in a professional manner and in a uniform that identifies Contractor, and which includes a shirt (no tank tops) and pants/shorts.

L. Contractor Representative. Before starting work, Contractor shall designate a competent, authorized representative acceptable to District to represent and act for Contractor and shall inform District in writing of the name and address of such representative together with a clear definition of the scope of his or her authority to represent and act for Contractor and shall specify any and all limitations of such authority. All notices, determinations, instructions and other communications given to the authorized representatives of the Contractor shall be binding upon Contractor. Nothing contained herein shall be construed as modifying the Contractor's duty of supervision and fiscal management as provided for by Florida law.

M. District Representative. The District designates the District Manager who will have limited authority to act for the District in accordance with the terms of this Agreement. Upon request of the Contractor, the District will notify the Contractor in writing of the name of such representative(s). Any work performed by the Contractor without proper written authorization from the District Manager is performed at the Contractor's risk, and the District shall have no obligation to compensate the Contractor for such work.

**SECTION 3. COMPENSATION.** Upon Contractor's completion of the Project described in this Agreement, District agrees to compensate the Contractor in a total amount not to exceed **EIGHTEEN THOUSAND THREE HUNDRED SEVENTY-EIGHT AND 00/100 (\$18,378.00) DOLLARS** (the "Contract Amount"), which Contract Amount is payable to Contractor upon completion of the Project (See Exhibit A). It is understood and agreed that District shall be responsible, at cost, for any permit fees required by the City of Port St. Lucie (the "City"), St. Lucie County (the "County"), or other governing entity or agency having jurisdiction thereof (if any).

Payment of the Final Payment will be made upon completion of the work necessary to complete the Project and after the Project has passed final inspection by the District, the City/County, and any other applicable permitting agencies, and after the District has been reimbursed by the Contractor for any damages incurred by the District caused by the Contractor, its subcontractors, agents, and employees. If the District has not been reimbursed by the Contractor for such damages after fifteen (15) days notice of such damages, the District is authorized to withhold the damage amount from the Final Payment to Contractor. Invoices shall be generated from the Contractor and delivered to the District so that payments can be made in accordance with this payment schedule. This provision supersedes any payment schedule or plan set forth in the Proposal.

**SECTION 4. TIME OF PERFORMANCE; TERM.** This Agreement shall commence upon signature and shall continue until the scope of work described herein is completed. Contractor shall proceed with securing all applicable permit fees for the Project. The work on the Project shall commence no earlier than January 05 2026 and no later than January 30, 2026, and shall be completed in an expeditious manner so that the pool equipment is fully operational and the Pool can be open to the members, and others, for use within fifteen (15) days of the start date, weather

permitting, so as to limit the inconvenience to the property owners and tenants within the District and the general public utilizing the District's facilities. The parties acknowledge that the estimated time to complete the Project is approximately two (2) weeks. Additional Work may be added to this Agreement through the approval of an amendment to this Agreement, providing for a description of the additional work, the compensation to be paid to the Contractor for such Additional Work, and the timeframe in which such Additional Work must be completed.

**SECTION 5. EXAMINATION OF SITE.** The Contractor agrees that he shall be held responsible for having examined the site(s), the location of all proposed work associated with the Project and has satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, location of the site, roads, sidewalks and paved paths, ground surface, monuments, other District structures, and other conditions surrounding and affecting the Project, and any physical characteristics of the job, in order that all costs pertaining to the Project have been included in the Contract Amount.

**SECTION 6. INDEMNIFICATION.**

A. Contractor shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the Contractor, its agents, servants or employees arising from this contract or its performance. The Contractor and the District hereby agree and covenant that the Contractor has incorporated in the original cost proposal, which constitutes the Contract sum payable by the District to the Contractor, specific additional consideration in the amount of ten dollars (\$10.00) sufficient to support this obligation of indemnification provided for in this paragraph. It is the District's and Contractor's full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statutes.

B. The execution of this Agreement by the Contractor shall obligate Contractor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 11 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other.

C. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.

**SECTION 7. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 8. RECOVERY OF COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, to the extent

permitted by Florida law, shall be entitled to recover from the other party all expenses, fees and costs incurred, including reasonable attorneys' fees and costs.

**SECTION 9. CANCELLATION; TERMINATION.** The District shall also have the right to cancel/terminate this Agreement (1) for convenience at any time and without any liability therefor prior Contractor's initiating work at any of the Project Areas under this Agreement (2) for convenience at any time upon payment to Contractor of documented costs and reasonable overhead and profit for completed work only, and (3) after seven (7) days written notice to Contractor for Contractor's failure to perform in accordance with the terms of this Agreement and Contractor's failure to cure the non-compliance.

**SECTION 10. WARRANTY.**

A. The Contractor warrants its work on the Project against defects in materials or workmanship for a period of one (1) year. Any defects noted within this time period shall be timely corrected by Contractor at Contractor's expense. Contractor shall make the necessary corrections within ten (10) days of receipt of the written notice from District. To the extent any manufacturer's warranty is greater than that which is provided for in this section, the longer warranty shall prevail. During the warranty period, Contractor shall be responsible for correcting any warranty items associated with the Project, whether or not the warranty is a manufacturer's warranty or the Contractor's warranty.

B. Within ten (10) calendar days after being notified in writing of defective work, should Contractor fail or refuse to correct any defective work performed, defective materials, or to make any necessary repairs in a manner acceptable to the District and in accordance with the requirements of the Agreement, within the same time stated in said written notice, the District may cause the unacceptable or defective work or materials to be corrected, or authorize such repairs, which Contractor has failed or refused to make after being duly notified and such repairs shall be paid for out of any monies due or which may become due Contractor under this Agreement. Failure or refusal on part of Contractor to make any or all necessary repairs promptly, fully and in a manner acceptable to the District shall be sufficient cause for the District to declare Contractor in default, in which case the District at its option may cancel the Agreement and contract with any other individual, firm or corporation to perform the Project. All costs and expenses incurred by reason of Contractor's default thereby shall be charged against Contractor and the amount thereof deducted from any monies due, or which may become due it. Any special work performed as described herein shall not relieve the Contractor in any way from its responsibility for the Project, or portions thereof, performed by Contractor.

**SECTION 11. INSURANCE.**

Contractor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the

Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) per accident. Contractor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.
- f. Pollution Damage.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to performance of this Agreement, Contractor shall submit to District copies of its required insurance coverages, specifically providing that the **River Place on the St. Lucie Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Contractor to the extent of the liabilities assumed by Contractor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Contractor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Contractor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Contractor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Contractor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

## **SECTION 12. CHANGES IN THE WORK.**

A. District, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original Agreement. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

B. All change orders and adjustments shall be in writing and approved in advance, prior to work commencing, by the District, otherwise, no claim for extras will be allowed.

C. Claim of payment for extra work shall be submitted by the Contractor upon certified statement supported by received bills. No claim for extra work shall be allowed unless the requirements of subsection B of this section are satisfied.

## **SECTION 13. REMEDY FOR DELAY.**

A. In the event of any delay in the Project caused by any act or omission of the District, its agents or employees, by delays in the City or County's permitting/approval of the Project, by the act or omission of any other party other than the Contractor, its agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to Contractor shall be by extension of the time allocated to complete the Project.

B. NO MONETARY DAMAGES SHALL BE CLAIMED BY OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY SUCH DELAY(s) IN THE PROJECT.

C. Failure on the part of Contractor to timely process a request for an extension of time to complete the work shall constitute a waiver by Contractor and Contractor shall be held responsible for completing the work within the time allocated by this Agreement.

D. All requests for extension of time to complete the work shall be made in writing to the District.

**SECTION 14. NOTICES.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

DISTRICT:

**River Place on the St. Lucie  
Community Development District**  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: District Manager

With copy to:

**District Counsel**  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

CONTRACTOR:

**Treasure Coast Surfaces Corp.**  
1459 S.E. Village Green Drive  
Port St. Lucie, Florida 34952  
Attention: President

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

## **SECTION 15. PUBLIC RECORDS.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES-SOUTH  
FLORIDA, LLC  
5385 N. NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: (954) 721-8681  
EMAIL: RECORDS@GMSSF.COM**

**SECTION 16. E-VERIFY.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**SECTION 17. INTERPRETATION OF AGREEMENT; AMBIGUITIES.** It is expressly agreed that, under no circumstances, conditions or situations, shall this Agreement be more strongly construed against the District than against the Contractor. Any ambiguity or uncertainties in the specifications shall be interpreted and construed by the District, whose decision shall be final and binding upon all parties.

**SECTION 18. ENTIRE AGREEMENT.** This instrument, including its incorporated exhibits, shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 19. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.

**SECTION 20. ASSIGNMENT.** Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 21. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**SECTION 22. CONFLICTS.** To the extent that there is conflict with respect to any provisions of this Agreement or the Proposal, the provision of the main body of the Agreement shall govern over the Proposal.

**SECTION 23. ACCEPTANCE OF PROPOSAL.** District's acceptance of the Contractor's Proposal set forth in Exhibit A is expressly contingent upon the parties executing this Agreement instrument in full and with the understanding by all parties that Contractor is being ordered to perform the Project described in Exhibit A.

**SECTION 24. VENUE.** In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be St. Lucie County, Florida.

**SECTION 25. PROTECTION OF PROPERTY AND PUBLIC.**

A. Contractor shall continually maintain adequate protection of all District property, real, tangible and otherwise, from damage and shall protect public and private property from injury or loss arising in connection with work provided pursuant to this Agreement. Contractor shall make redress for any such damage, injury or loss. Contractor shall adequately protect adjacent property as provided by law and this Agreement.

B. Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including but not limited to landscaping, walks, drives, structures, or other facilities) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by Contractor or Contractor's employees or subcontractors, or which he or they might have prevented. Contractor shall, at all times while the work is in progress, use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction or maintenance operations, and to this end shall take such steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

C. Buildings, sidewalks, fences, shade trees, lawns, irrigation systems, and all other improvements shall be duly protected from damage by Contractor.

D. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

E. Contractor shall use due care to protect the property of the District, its residents,

and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and Work within twenty-four (24) hours.

**SECTION 26. RESPONSIBLE VENDOR DETERMINATION.** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**SECTION 27. SCRUTINIZED COMPANY OR OTHER ENTITY CERTIFICATION.** Contractor hereby certifies that as of the date below Contractor is not listed on a scrutinized companies or other entities list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Contractor further certifies that:

- A. For agreements of one hundred thousand dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement, Contractor is not on the Scrutinized Company or Other Entities that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into or renewing this Agreement:
  1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List.
  2. Contractor does not appear on the Scrutinized Companies with Activities in Iran Terrorism Sectors List.
  3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**SECTION 28. CONVICTED VENDOR LIST.** Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or

affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**SECTION 29. ANTI-HUMAN TRAFFICKING AFFIDAVIT.** Contractor shall provide the District with an affidavit executed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

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**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**RIVER PLACE ON THE ST. LUCIE  
COMMUNITY DEVELOPMENT  
DISTRICT**

Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

Print Name: \_\_\_\_\_  
Chairperson  
Board of Supervisors

\_\_\_\_\_ day of \_\_\_\_\_, 2025

**CONTRACTOR:**

**TREASURE COAST SURFACES  
CORP.**, a Florida corporation

**WITNESSES** (not needed if this instrument is executed via DocuSign in accordance with the requirements of Chapter 688, F.S.):

\_\_\_\_\_  
[PRINT NAME OF WITNESS]

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

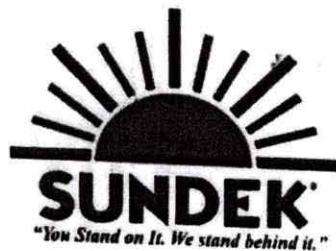
\_\_\_\_\_  
[PRINT NAME OF WITNESS]

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 2025

**EXHIBIT A**  
**PROPOSAL / SCOPE OF WORK**



PROPOSAL & CONTRACT  
VALID FOR 90 DAYS

Date: Aug 20th 2005

By TREASURE COAST SURFACES, CORP

Serving: St. Lucie, Martin and Indian River Counties  
Office: (772) 337-1094

**SUNDEK PROPOSAL FOR:**

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

Address: 450 NE Lazy River

City: PSL Zip: 34983

Phone: 954-512-9580

Area 1: Pool Deck

Total SF: 3,063 Surface: Classic - Water based

Area 2: \_\_\_\_\_ Total SF: \_\_\_\_\_ Surface: \_\_\_\_\_

Yes  No Removal Total SF: \_\_\_\_\_ Type: LF  
 Yes  No Crack Treatment: 150 \_\_\_\_\_ LF \_\_\_\_\_  
 Yes  No Joint Treatment: \_\_\_\_\_ LF \_\_\_\_\_  
 Yes  No Install Deco: \_\_\_\_\_ LF \_\_\_\_\_  
 Yes  No Install Deco Top Only: \_\_\_\_\_ LF \_\_\_\_\_  
 Yes  No Blending Materials LBS: \_\_\_\_\_ (Approximate)  
 Yes  No Pressure Clean  
 Yes  No Apply SUNDEK Base Coat of Cement # \_\_\_\_\_  
 Yes  No Apply SUNDEK Texture Coat of Cement \_\_\_\_\_  
 Yes  No Install Pattern: Classic (Scoreline)  
 Yes  No Coping: \_\_\_\_\_ LF Type: \_\_\_\_\_  
  
 Yes  No Apply (1) rolled coat or (2) airless coats of SUNDEK Acrylic Color Finish

Color Choice: \_\_\_\_\_

**JOB LOCATION:**

Name: Matt at River Place

Address: Parkway

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Yes  No Apply (1) coat of SUNDEK Acrylic Clear Finish  
 Yes  No Clean Pool  
 Yes  No Cover Pool / Cover Perimeter of Pool  
 Yes  No Paint Deco Drain

**Underdetermined Conditions:** Conditions not determined until topping removal/preparation completed, i.e. cracks in concrete, low areas requiring build up, not included in this price unless specifically mentioned. A separate Change Order will be given when determination of cost is known.

**TOTAL INSTALLED COST:** \$18,378

Notes: \_\_\_\_\_

Classic Scoreline.

\$6 x 3063 =

**I. Payments should be as follows:**

\_\_\_\_% upon acceptance of proposal. \_\_\_\_% upon completion of surface preparation. \_\_\_\_% upon completion of first application. \_\_\_\_% upon completion of job.

Failure to make payments in the manner described above may result in a temporary or permanent work stoppage by Treasure Coast Surfaces, Corp., such action to be in the sole discretion of Treasure Coast Surfaces, Corp. All delinquent accounts shall bear interest at a rate of 1-1 1/2% per month, and pay any additional collection fees.

**II. Warranty:** Treasure Coast Surfaces, Corp., is responsible for completion of work in accordance with contract documents and for quality of material and workmanship in accordance with standard specifications.

Treasure Coast Surfaces, Corp., assumes no liability for delay in the completion of the job or for the interruptions of services due to strikes, riots, floods, storms, fire, hurricanes, accidents, soil or subsoil conditions, acts of God, or for any other cause beyond the control of Treasure Coast Surfaces, Corp. Notwithstanding the above, during application, contractor accepts full responsibility for any weather damage to the SUNDEK application. Treasure Coast Surfaces, Corp., is not liable for any drainage improvements at surface run off causing inadequate drainage. Drainage Improvement is not guaranteed and is not a contractual obligation of Treasure Coast Surfaces, Corp. Due to the inherent movement in concrete and the possible lack of structural integrity of the substrate, no guarantee is, either expressed or implied, with respect to cracks in the SUNDEK. Treasure Coast Surfaces, Corp., hereby provides owner a two-year guarantee against defective material or workmanship i.e., bond failure of the SUNDEK cementitious application. This guarantee shall be void if other products are applied over the SUNDEK product. Warranty excludes re-coloring of non-Sundek existing surfaces.

**III. Customer's Responsibilities:** The work order shall be considered commenced when the Treasure Coast Surfaces, Corp., crew arrives to begin preparation work. Customer agrees to furnish all water and electricity necessary for installation of SUNDEK and agrees to remove or protect all personal property from the area to be resurfaced. Treasure Coast Surfaces, Corp. shall not be held responsible for removal or replacement of or damage to said items. A furniture removal fee or unavailability of work area due to lack of electricity/water, will be charged at a rate of \$85.00 per crew hour. It is customer's responsibility to protect the work area. This includes damage caused by sprinkler water, pets, children, servicemen, etc., during the application process. If work area is not protected and is damaged, additional charges may be added.

**IV. Effectiveness of Agreement:** This agreement shall only become effective when Treasure Coast Surfaces, Corp., has received a signed original of this Agreement from the customer and after a duly authorized officer of Treasure Coast Surfaces, Corp., has signed its acceptance hereof. Each person executing this Agreement on behalf of the party hereto represents and warrants that he has been duly authorized to execute this Agreement on behalf of the party for whom he is acting and that, upon execution and delivery, this Agreement will constitute a valid and binding Agreement between the parties hereto enforceable by its terms.

**V. Binding Effect:** The execution of this Agreement is binding as to all parties, their heirs, legal representatives, successors, and assigns. The undersigned acknowledge receipt of a copy of this contract. The above prices, specification and conditions (or attached plans) are satisfactory and are hereby accepted.

Treasure Coast Surfaces and the Customer have three (3) business days to cancel this agreement.

**VI. All credit card payments will be subject to a 4% surcharge.**

Customer Signature

Date:

Treasure Coast Surfaces, Inc. Signature

Date: Aug 25 2005



**Memorandum**

**To:** River Place on the St. Lucie Board of Supervisors

**From:** District Management

**Date:** October 1, 2025

**RE:** HB7013 – Special Districts Performance Measures and Standards-FINAL Report

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To enhance accountability and transparency, new regulations were established for all special districts by the Florida Legislature during its 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as Exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

**Exhibit A:**  
Goals, Objectives and Annual Reporting Form

# **River Place on the St. Lucie Community Development District Performance Measures/Standards & Annual Reporting Form**

**October 1, 2024 – September 30, 2025**

## **1. Community Communication and Engagement**

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisors meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of three board meetings were held during the Fiscal Year.

**Achieved:** Yes  No

### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in the local newspaper, and via electronic communication.

**Standard:** 100% of meetings were advertised per Florida statute on at least two media (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes  No

### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date, as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes  No

## **2. Infrastructure and Facilities Maintenance**

### **Goal 2.1: Field Management and/or District Management Site Inspections**

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes, or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

**Achieved:** Yes  No

### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year, as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes  No

## **3. Financial Transparency and Accountability**

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30, as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes  No

### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes  No

**Goal 3.3: Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes  No

Chair/Vice Chair:\_\_\_\_\_

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

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

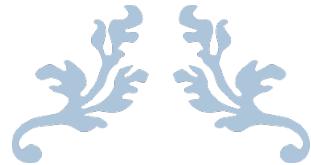
River Place on the St. LucieCommunity Development District

District Manager:\_\_\_\_\_

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

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

River Place on the St. Lucie Community Development District



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# RIVER PLACE ON THE ST LUCIE CDD

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FIELD REPORT



NOVEMBER 20, 2025

Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road Sunrise, FL 33351

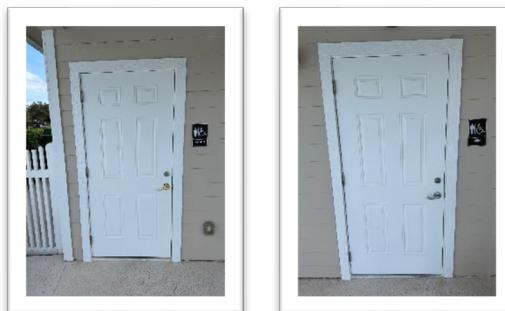
## *RIVER PLACE ON THE ST. LUCIE CDD*

### **LANSCAPING**

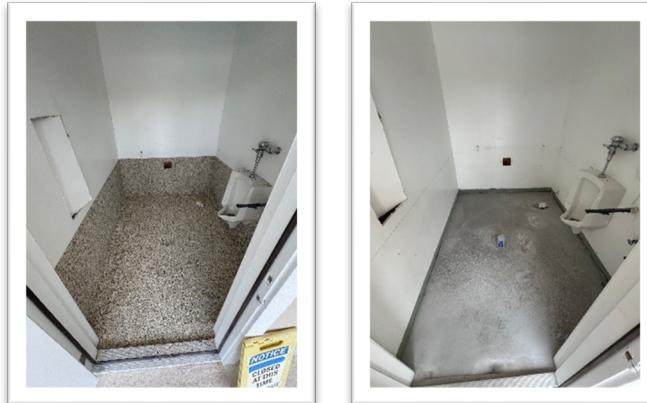
- Hugo has begun replacing mulch at the clubhouse and at the monuments throughout the community.
- Dead bluedaze (Shaggy Dwarf Morning-Glory) plants in front of the clubhouse have been replaced.
- Dead and dying plants at the south entrance have also been replaced.
- We have \$30,000 budgeted annually for plant replacement. For Fiscal Year 2025, a total of \$12,573 has been spent to date. I would like to establish a plan for how much we are comfortable allocating to update the landscaping at the north entrance and monument areas around the community for fiscal year 2026

### **COMMON AREAS**

- The community information signs were removed, and those areas were filled in and re-sodded to restore a clean appearance.
- An electrical outlet was added in the soffit of the clubhouse to accommodate holiday lighting.
- Contracts have been signed and deposits submitted for the pool equipment and pool deck projects that were approved at our previous meeting.
- The pool bathroom renovation project is currently underway:
  - Both bathroom doors have been replaced, and new trim has been installed and painted. The permanent hardware has not yet been installed.

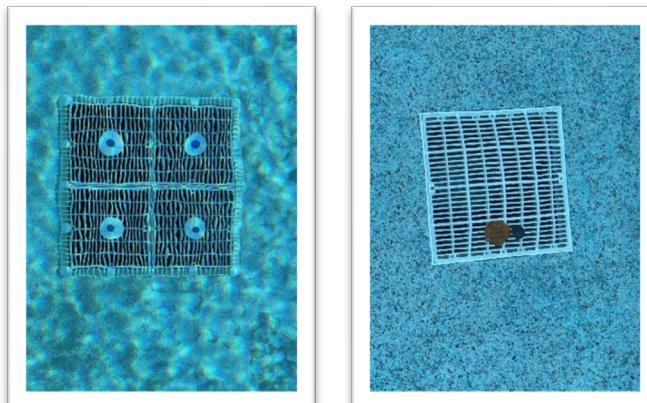


- Work began in the men's restroom first. The toilet and sink were removed, and openings were cut for the new paper towel and toilet paper holders.
- Epoxy flooring work has begun in the men's restroom. Once flooring is complete, the space will be painted, and new fixtures will be installed.



## **POOL**

- The spa may have a possible leak. Red Rhino Leak Detection has inspected the spa. Despite recent plumbing repairs in the equipment box, the spa continues to lose water at a rate higher than normal evaporation.
- DH4157 forms were completed and submitted for the new pool and spa drains. These drains are scheduled for replacement again in seven years.



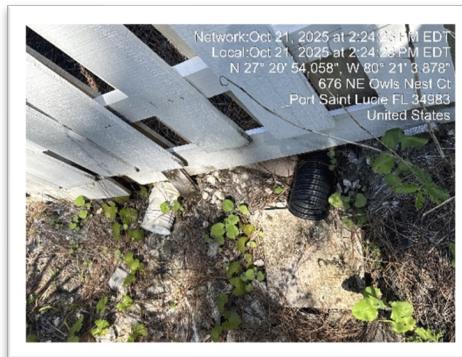
- A new spa filter has been installed. The spa filter is replaced every 9 to 11 months as part of regular maintenance.
- We received a satisfactory report from the Health Department on our annual pool inspection.

## LAKES & WETLANDS

- All lakes are currently in good condition with no algae growth observed. Some weeds have been noted growing among the spike rush. Lake and Wetland Management has been contacted and instructed to address this during their next monthly service visit.
- During a recent South Florida Water Management District (SFWMD) inspection, the District found our wetlands out of compliance. The area exceeded the 5% threshold for invasive species and included several homeowner incursions into the preserve areas.
  - Lake and Wetland Management has since completed their invasive plant maintenance for all assigned areas.
  - Notices to Cure were sent to all homeowners with preserve incursions. Details are as follows:
    - **625 Moss Rose Place:** A children's playset was located in the preserve. The playset has been removed, and the area is now in compliance.



- **676 NE Owls Nest:** Drains were found discharging into the preserve. The homeowner has been contacted, and the violation is being addressed. Confirmation of completion is still pending.



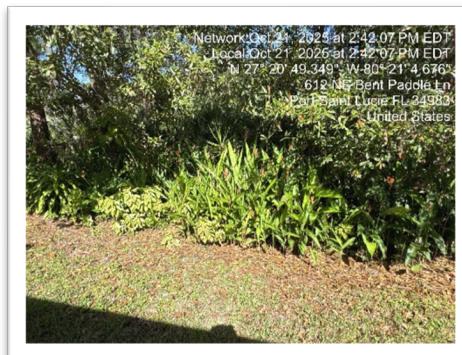
- **649 NE Bent Paddle Lane:** Seagrape bush was being trimmed within the preserve. Wolf Landscaping, who maintains this area, has been instructed to discontinue trimming activities.



- **608 NE Bent Paddle Lane:** Exotic plants were found in the preserve. These plants have been removed, and the area is now in compliance.



- **612 NE Bent Paddle Lane:** Exotic plants were also found in the preserve. These plants have been removed, and the area is now in compliance.





FIELD SUPERVISOR REPORT  
Matt Hans/ Andressa Hinz-Philippi  
[MHans@gmssf.com](mailto:MHans@gmssf.com)/[ahphilippi@gmssf.com](mailto:ahphilippi@gmssf.com)  
Phone# 954 512-9580/ 954 560-1858

### **CLUBHOUSE RENTALS**

- Upcoming Rentals
  - 12/6/25
  - 12/7/25
  - 12/13/25
- Completed Rentals
  - 9/6/25 - deep water cove – Full deposit returned
  - 10/25/25– 684 Ne Bent Paddle Ln - Full deposit returned

## RIVERPLACE - GENERAL FUND

AP045R	ACCOUNTS PAYABLE	AS OF	9/30/2025 13:38:12	PAGE	1	INVOICE #	INVOICE DATE	INV AMT	YEARMO	FND	DPT	--Account--	SB1	SB2	
VENDOR NAME															
8	CITY OF PORT ST. LUCIE (AUTO PAY)		AUG 25				9/09/2025	526.84	202508	001	320	53800	43100		
8	CITY OF PORT ST. LUCIE (AUTO PAY)		SEPTEMBER				10/14/2025	518.57	202509	001	320	53800	43100		
		VENDOR TOTAL						1,045.41							
14	FPL (AUTO PAY)		SEP 25				9/16/2025	2,446.94	202509	001	320	53800	43000		
		VENDOR TOTAL						2,446.94							
228	HUGO'S LAWN CARE, LLC		24701126				9/26/2025	8,000.00	202509	001	320	53800	46400		
		VENDOR TOTAL						8,000.00							
245	PYE BARKER FIRE & SAFETY LLC		677542				8/11/2025	345.00	202509	001	320	57200	34500		
		VENDOR TOTAL						345.00							
293	BILLING, COCHRAN, LYLES, MAURO &		195423				9/30/2025	2,010.00	202509	001	310	51300	31500		
		VENDOR TOTAL						2,010.00							
295	DON WILLIAMS CLEANING	026					10/01/2025	1,305.00	202508	001	320	57200	45350		
295	DON WILLIAMS CLEANING	027					10/01/2025	1,260.00	202509	001	320	57200	45350		
		VENDOR TOTAL						2,565.00							
299	GANNETT FLORIDA LOCALIQ		7353210				9/30/2025	119.60	202509	001	310	51300	48000		
		VENDOR TOTAL						119.60							
9 VENDORS LISTED		COMPANY TOTAL						16,531.95							
9 VENDORS LISTED		GRAND TOTAL						16,531.95							

**River Place on the St. Lucie  
COMMUNITY DEVELOPMENT DISTRICT**

**Fiscal Year 2025  
Check Register**

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
8/1 - 8/31/25	7171-7191	\$96,674.08
9/1 - 9/30/25	7192-7207	\$35,705.84
<b>TOTAL CHECKS</b>		<b>\$132,379.92</b>
<i>Date</i>	<i>ACH</i>	<i>Amount</i>
8/1 - 8/31/25	80001-80002	\$2,603.10
9/1 - 9/30/25	80003-80004	\$2,824.44
<b>TOTAL ACH</b>		<b>\$5,427.54</b>
<b>TOTAL</b>		<b>\$137,807.46</b>

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/25  
\*\*\* CHECK DATES 08/01/2025 - 08/31/2025 \*\*\* RIVERPLACE - GENERAL FUND PAGE 1  
BANK A RIVER PLACE-GENERAL

RPLC RIVER PLACE TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE/PREPARED/COMPUTER CHECK REGISTER RUN 10/28/25 PAGE 2  
\*\*\* CHECK DATES 08/01/2025 - 08/31/2025 \*\*\* RIVERPLACE - GENERAL FUND  
BANK A RIVER PLACE-GENERAL

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
		7/23/25	24701123	202507	320-53800-46400				HUGO'S LAWN CARE, LLC	*	900.00		
				JUL 25-	IRRIG MAINT					*	175.00		
		7/23/25	24701124	202507	320-53800-46000				HELP ELECTRICIAN				
												8,175.00	007175
8/06/25	00300	7/29/25	095697	202507	320-53800-64000				LIFT ST INS TURTLE	*	23,272.50		
									M&M ASPHALT MAINTENANCE INC			23,272.50	007176
8/06/25	00306	7/05/25	8363346	202507	320-53800-46500				JUL 25 PEST CONTR	*	99.00		
									8/05/25 8454949 202508 320-53800-46500	*	99.00		
				AUG 25	COMMERCIAL								
									ROCKET PEST			198.00	007177
8/06/25	00269	7/08/25	60595	202507	320-57200-34500				TROUBL POWER SUPPLY	*	575.32		
									TELECO INC			575.32	007178
8/06/25	00190	8/01/25	6624	202508	320-53800-46400				AUG 25 FOUNTAIN CLEANING	*	160.00		
									TREASURE COAST AQUATICS, LLC			160.00	007179
8/06/25	00025	7/14/25	15972	202507	320-53800-46300				JUL 25- AQUATIC MAINT	*	1,485.00		
									WETLANDS MANAGEMENT SF, LLC			1,485.00	007180
8/08/25	00326	8/01/25	33699290	202508	320-57200-41000				INTERNET 8/2-9/1/25	*	84.89		
									AT&T			84.89	007181
8/08/25	00308	7/10/25	15409	202507	320-57200-45250				FIX VAC PAK	*	2,832.00		
									7/10/25 15409 202507 320-57200-45250	*	1,445.00		
									STENNER PUMP				
									7/10/25 15409 202507 320-57200-45250	*	466.00		
									SPA DRAIN COVER				
									7/10/25 15409 202507 320-57200-45250	*	3,728.00		
									POOL DRAIN COVER				
									7/10/25 15409 202507 320-57200-45250	*	3,978.00		
									CHEMICAL FEEDER SPA				
									JD POOLS PLUS LIGHTING			12,449.00	007182
8/14/25	00284	8/01/25	FCCFL/25	202508	320-53800-46000				AUG 25 - RECYCLING	*	74.17		
									FCC ENVIRONMENTAL SERVICES			74.17	007183
									RPLC RIVER PLACE	TCESSNA			

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/25 PAGE 3  
\*\*\* CHECK DATES 08/01/2025 - 08/31/2025 \*\*\* RIVERPLACE - GENERAL FUND  
BANK A RIVER PLACE-GENERAL

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO...	YRMO	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
									SUBCLASS				
8/14/25	00341	7/26/25	REFUND	D	202508	300-22000-10500			LORRAINE PONNOZZO	*	500.00		
			REF	DEP	LORRAINE PONNOZZO							500.00	007184
8/20/25	00293	7/31/25	194444		202507	310-51300-31500			BILLING, COCHRAN, LYLES, MAURO &	*	1,140.00		
			JUL 25	-	ATTORNEY FEES							1,140.00	007185
8/20/25	00228	8/15/25	2471124		202508	320-53800-46200			HUGO'S LAWN CARE, LLC	*	400.00		
			NEW GRASS									400.00	007186
8/20/25	00300	6/30/25	095551		202506	320-53800-64000			M&M ASPHALT MAINTENANCE INC	*	26,985.00		
			LIFT ST INS TURTLE									26,985.00	007187
8/20/25	00263	8/12/25	08122025		202508	320-53800-46000			MATTHEW HANS	*	428.14		
			REIMB-PADLOCKS/KEYS									428.14	007188
8/20/25	00342	6/30/25	1613		202506	320-53800-46000			VENICE COMMERCIAL SERVICES INC	*	4,185.00		
			VALLEY GUTTER									4,185.00	007189
8/27/25	00311	8/15/25	1906		202508	320-57200-45200			DYNAMIC POOL PROS CORP	*	1,400.00		
			AUG 25	-	POOL SERVICE							1,400.00	007190
8/27/25	00025	8/11/25	015987		202508	320-53800-46300			WETLANDS MANAGEMENT SF, LLC	*	910.00		
			AUG 25	-	AQUATIC MAINT							910.00	007191
									TOTAL FOR BANK A				
												96,674.08	

RPLC RIVER PLACE TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/25 PAGE 4  
\*\*\* CHECK DATES 08/01/2025 - 08/31/2025 \*\*\* RIVERPLACE - GENERAL FUND  
BANK Z RIVER PLACE AUTOPY

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
8/06/25	00008	7/08/25	JUNE	202506	320-57200-43100					*	164.31		
			LAZY RV	PKWY	5/22-6/23								
		7/08/25	JUNE	202506	320-57200-43100					*	274.60		
			LAZY RV	PKWY	5/22-6/23								
		7/08/25	JUNE	202506	320-53800-43100					*	12.65		
			CANOE PARK		5/22-6/23								
		7/08/25	JUNE	202506	320-53800-43100					*	221.80		
			LAZY RV	PKWY	5/22-6/23								
						CITY	OF	PORT	ST.	LUCIE (AUTO PAY)			
												673.36	080001
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8/06/25	00014	7/16/25	JULY	202507	320-57200-43000					*	1,056.09		
			LAZY RV	PKWY	6/16-7/16								
		7/16/25	JULY	202507	320-53800-43000					*	286.12		
			IRRIGATION		6/16-7/16								
		7/16/25	JULY	202507	320-53800-43000					*	199.37		
			IRRIGATION		6/16-7/16								
		7/16/25	JULY	202507	320-53800-43000					*	189.03		
			IRRIGATION		6/16-7/16								
		7/16/25	JULY	202507	320-53800-43000					*	113.56		
			IRRIGATION		6/16-7/16								
		7/16/25	JULY	202507	320-53800-43000					*	29.35		
			PUMP		6/16-7/16								
		7/16/25	JULY	202507	320-53800-43000					*	56.13		
			IRRIGATION		6/16-7/16								
						FPL (AUTO PAY)							
												1,929.65	080002
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										TOTAL FOR BANK Z	2,603.01		
										TOTAL FOR REGISTER	99.277.09		

RPLC RIVER PLACE TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/25  
\*\*\* CHECK DATES 09/01/2025 - 09/30/2025 \*\*\* RIVERPLACE - GENERAL FUND PAGE 1  
BANK A RIVER PLACE-GENERAL

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	...CHECK.... AMOUNT	#
9/03/25	00343	7/31/25	004	202507	320-53800-46000					*	1,200.00		
				PRESSURE WASH	LAZY RVR PK								
						CRUD CUTTERS	CLEANING	LLC				1,200.00	007192
9/03/25	00295	8/28/25	025	202507	320-57200-45300	JUL 25	-	HANDYMAN SVC		*	15.00		
						8/28/25	025	202507	320-57200-45350			1,560.00	
						JUL 25	-	JANITORIAL SVC					
							DON WILLIAMS	CLEANING				1,575.00	007193
9/03/25	00001	9/01/25	271	202509	320-53800-34000					*	2,328.75		
				SEP 25	-	FIELD SERVICES							
				9/01/25	271	202509	320-57200-45300			*	34.40		
						HOME DEPOT-MAINT	SP RENWL						
				9/01/25	271	202509	320-57200-45350			*	74.83		
						SAMS CLUB-JANITORIAL	SUPP						
				9/01/25	271	202509	320-57200-45350			*	18.34		
						WALMART-JANITORIAL	SUPP						
				9/01/25	271	202509	320-53800-46000			*	13.50		
						HOME DEPOT-MAINT	SUPPLIES						
				9/01/25	271	202509	320-57200-45300			*	159.91		
						AMAZON-GYM	SUPPLIES						
				9/01/25	271	202509	320-53800-43900			*	14.03		
						ST.LUCIE CTY-WASTE	DISP						
				9/01/25	272	202509	310-51300-34000			*	3,737.42		
						SEP 25	-	MGMT FEES					
				9/01/25	272	202509	310-51300-44000			*	200.00		
						SEP 25	-	RENT					
				9/01/25	272	202509	310-51300-31600			*	215.67		
						SEP 25	-	DISSEMINATION					
				9/01/25	272	202509	310-51300-35101			*	86.25		
						SEP 25	-	WEBSITE ADMIN					
				9/01/25	272	202509	310-51300-42000			*	13.32		
						SEP 25	-	POSTAGE					
							GMS-SF, LLC					6,896.42	007194
9/03/25	00228	8/26/25	24701125	202508	320-53800-46200					*	7,100.00		
						AUG 25-	LANDSCAPE MAINT						
				8/26/25	24701125	202508	320-53800-46400			*	900.00		
						AUG 25-	IRRIG MAINT						
							HUGO'S LAWN CARE, LLC						
9/09/25	00334	7/19/25	REIMB	202507	320-53800-46000					*	10.70		
						HAWKS RIDGE MONUM	MULCH						
				7/19/25	REIMB	202507	320-53800-46000			*	8.90		
						WIRING							

RPLC RIVER PLACE TCESSNA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	...CHECK...
										AMOUNT	#
		7/19/25	REIMB	202507	320-53800-46000				*	33.87	
			LAZY RIVER PKW	TURTLEBACK							
		7/19/25	REIMB	202507	320-53800-46000				*	14.26	
			WIRING								
		7/19/25	REIMB	202507	320-53800-46000				*	28.04	
			HAWKS/RIVER PKWY	CEMENT							
		7/19/25	REIMB	202507	320-53800-46000				*	27.00	
			HAWKS/RIVER PKWY	FISH TAP							
		7/19/25	REIMB	202507	320-53800-46000				*	45.22	
			HAWKS/RIVER PKWY	PVC							
		7/19/25	REIMB	202507	320-53800-46000				*	169.04	
			ADAMS HOME	WIRING							
		7/19/25	REIMB	202507	320-53800-46000				*	15.01	
			CANOE PARK	MONUMTN ELECT							
		7/19/25	REIMB	202507	320-53800-46000				*	73.82	
			ADAMS HOME	ELECTR BOX							
		7/19/25	REIMB	202507	320-53800-46000				*	21.25	
			NORTH ENTRANCE	VALVE BOX							
		7/19/25	REIMB	202507	320-53800-46000				*	619.56	
			MONUMENTS	LIGHTS							
		7/19/25	REIMB	202507	320-53800-46000				*	9.68	
			WIRING								
								TONY LEDO			
										1,076.35	007196
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9/09/25	00326	9/01/25	33699290	202509	320-57200-41000				*	74.90	
			INTERNET	9/2-10/1/25							
								AT&T		74.90	007197
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9/16/25	00344	9/03/25	8741	202506	310-51300-31100				*	2,140.00	
			JUN 25	-	ENGINEERING SVC						
								ALVAREZ ENGINEERS, INC.		2,140.00	007198
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9/16/25	00293	8/31/25	194905	202508	310-51300-31500				*	5,070.00	
			AUG 25	-	ATTORNEY FEES						
								BILLING, COCHRAN, LYLES, MAURO &		5,070.00	007199
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9/16/25	00311	9/15/25	2065	202509	320-57200-45200				*	1,400.00	
			SEP 25	-	POOL SERVICE						
								DYNAMIC POOL PROS CORP		1,400.00	007200
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9/16/25	00284	9/01/25	FCCFL/25	202509	320-53800-46000				*	74.17	
			SEP 25	-	RECYCLING						
								FCC ENVIRONMENTAL SERVICES		74.17	007201
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9/16/25	00306	9/05/25	8569095	202509	320-53800-46500				*	99.00	
			SEP 25	-	PEST CONTROL						
								ROCKET PEST		99.00	007202
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								RPLC RIVER PLACE			
								TCESSNA			

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/25 PAGE 3  
\*\*\* CHECK DATES 09/01/2025 - 09/30/2025 \*\*\* RIVERPLACE - GENERAL FUND  
BANK A RIVER PLACE-GENERAL

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
9/16/25	00025	8/26/25	015994	202508	320-53800-46600					*	5,000.00		
			QUARTERLY MAINT PRESERVES										
		9/15/25	016006	202509	320-53800-46300					*	910.00		
			SEP 25- AQUATIC MAINT										
									WETLANDS MANAGEMENT SF, LLC			5,910.00	007203
9/17/25	88888	9/16/25	00000200	202509	300-20700-10000					*		45.00	
			100000200	COLLIER JAKE									
									COLLIER JAKE			45.00	007204
9/17/25	00321	9/16/25	REFUND B	202509	300-22000-10500					*		500.00	
			REF DEP BRUC WILLS										
									TREASURE COAST BREWMASTER INC			500.00	007205
9/23/25	00318	5/28/25	HJP00528	202505	320-57200-45300					*		1,300.00	
			FIRE ALARM NOT WRKG PROP										
									HANNA PAINTING PLUS LLC			1,300.00	007206
9/23/25	00245	6/12/25	IV005876	202508	320-57200-34500					*		165.00	
			ALARM SYS INSP 6/1-8/31										
		6/12/25	IV005876	202508	320-57200-34500					*		180.00	
			FIRE ALARM 6/1-8/31/25										
									PYE BARKER FIRE & SAFETY LLC			345.00	007207
									TOTAL FOR BANK A			35,705.84	

RPLC RIVER PLACE TCESSNA

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 10/28/25 PAGE 4  
\*\*\* CHECK DATES 09/01/2025 - 09/30/2025 \*\*\* RIVERPLACE - GENERAL FUND  
BANK Z RIVER PLACE AUTOPY

RPLC RIVER PLACE TCESSNA

# ***River Place on the St. Lucie***

## ***Community Development District***

***Unaudited Financial Reporting***  
***September 30, 2025***



# Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Allocation of Fund Balances</u>
5	<u>Debt Service Fund Series 2001</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Assessment Receipt Schedule</u>

**River Place on the St. Lucie**  
**Community Development District**  
**Combined Balance Sheet**  
**September 30, 2025**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 63,670	\$ -	\$ -	\$ 63,670
Accounts Receivable	1,202	-	-	1,202
Due from RV/Boat Rental	2,045	-	-	2,045
<u>Investments:</u>				
State Board of Administration (SBA)	256,768	-	318,614	575,381
<u>Series 2001AB</u>				
Revenue A	-	90,771	-	90,771
Revenue B	-	1	-	1
Interest B	-	1	-	1
Prepayment B	-	0	-	0
Redemption A	-	2,762	-	2,762
<b>Total Assets</b>	<b>\$ 323,685</b>	<b>\$ 93,534</b>	<b>\$ 318,614</b>	<b>\$ 735,833</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 16,013	\$ -	\$ -	\$ 16,013
Accrued Expenses	519	-	-	519
Deferred Revenue	150	-	-	150
Prepaid-Boat/RV Rents	336	-	-	336
Deposits-Boat/RV Storage	3,100	-	-	3,100
Deposits-Launch Key	225	-	-	225
Due to Residents Rent Deposits	1,000	-	-	1,000
Matured Bonds Payable - 2001B	-	35,000	-	35,000
<b>Total Liabilities</b>	<b>\$ 21,343</b>	<b>\$ 35,000</b>	<b>\$ -</b>	<b>\$ 56,343</b>
<b>Fund Balance:</b>				
Restricted for:				
Debt Service	\$ -	\$ 58,534	\$ -	\$ 58,534
Assigned for:				
Capital Reserve Fund	-	-	318,614	318,614
Unassigned	302,342	-	-	302,342
<b>Total Fund Balances</b>	<b>\$ 302,342</b>	<b>\$ 58,534</b>	<b>\$ 318,614</b>	<b>\$ 679,490</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 323,685</b>	<b>\$ 93,534</b>	<b>\$ 318,614</b>	<b>\$ 735,833</b>

**River Place on the St. Lucie**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending September 30, 2025**

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<b><u>Revenues:</u></b>				
Special Assessments - Tax Roll	\$ 517,270	\$ 517,270	\$ 523,573	\$ 6,303
Stormwater Fees	70,358	70,358	69,720	(638)
Rental Fees - Boat Storage	21,120	21,120	17,151	(3,969)
Rental Fees - Clubhouse	4,800	4,800	2,475	(2,325)
Revenue Fobs	-	-	1,100	1,100
Interest Income	10,000	10,000	16,413	6,413
Other Income	-	-	90,265	90,265
<b>Total Revenues</b>	<b>\$ 623,548</b>	<b>\$ 623,548</b>	<b>\$ 720,697</b>	<b>\$ 97,149</b>
<b><u>Expenditures:</u></b>				
<i><b>General &amp; Administrative:</b></i>				
Supervisor Fees	\$ 5,000	\$ 5,000	\$ 4,800	\$ 200
PR-FICA	383	383	367	15
Engineering	15,000	15,000	2,585	12,415
Attorney	28,000	28,000	39,743	(11,743)
Annual Audit	4,000	4,000	4,000	-
Arbitrage Rebate	600	600	600	-
Dissemination Agent	2,588	2,588	2,688	(101)
Trustee Fees	3,800	3,800	3,615	185
Management Fees	44,849	44,849	44,849	(0)
Property Appraiser	11,006	11,006	11,006	(0)
Website Maintenance	1,035	1,035	1,035	-
Telephone	200	200	-	200
Postage & Delivery	1,000	1,000	328	672
Insurance General Liability	9,620	9,620	10,208	(588)
Rentals & Leases	2,400	2,400	2,400	-
Printing & Binding	1,000	1,000	146	854
Legal Advertising	1,000	1,000	513	487
Other Current Charges	790	790	699	91
Office Supplies	100	100	18	82
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 132,544</b>	<b>\$ 132,544</b>	<b>\$ 129,774</b>	<b>\$ 2,771</b>

**River Place on the St. Lucie**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending September 30, 2025**

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
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**Operations & Maintenance**

**Field Expenditures**

Field Management	\$ 27,945	\$ 27,945	\$ 27,945	\$ (0)
Utility - Electric Irrigation	13,200	13,200	10,226	2,974
Water/Wastewater	3,000	3,000	2,814	186
Preserve Maintenance	20,000	20,000	20,000	-
Aquatic Maintenance	13,220	13,220	13,220	-
Landscape Maintenance	90,000	90,000	92,241	(2,241)
Fertilization/Weed and Pest Control	1,688	1,688	1,089	599
Irrigation Maintenance	11,600	11,600	10,800	800
Fountain Maintenance	1,800	1,800	640	1,160
Repairs & Maintenance	13,000	13,000	39,630	(26,630)
Signage Maintenance	5,000	5,000	-	5,000
Operating Supplies	1,000	1,000	313	687
PSL Interlocal Agreement	25,000	25,000	12,500	12,500
Contingency	18,902	18,902	395	18,507
Capital Outlay	-	-	104,228	(104,228)
<b>Subtotal Field Expenditures</b>	<b>\$ 245,355</b>	<b>\$ 245,355</b>	<b>\$ 336,041</b>	<b>\$ (90,686)</b>

**Clubhouse Expenditures**

Security Monitoring	\$ 4,000	\$ 4,000	\$ 2,574	\$ 2,692
Utility - Electric	18,700	18,700	17,422	1,278
Water/Wastewater	8,000	8,000	3,734	4,266
Telephone	1,080	1,080	1,291	(211)
Property Insurance/Workers Comp	25,989	25,989	23,650	2,339
Clubhouse Cleaning	18,000	18,000	15,633	2,367
Clubhouse Maintenance and Repairs	20,000	20,000	24,805	(4,805)
Pool & Spa Maintenance	16,800	16,800	17,325	(525)
Pool & Spa Repairs	10,000	10,000	17,410	(7,410)
Propane Gas	5,000	5,000	-	5,000
Trash	300	300	-	300
Capital Outlay	17,780	17,780	12,013	5,767
<b>Subtotal Clubhouse Expenditures</b>	<b>\$ 145,649</b>	<b>\$ 145,649</b>	<b>\$ 135,858</b>	<b>\$ 11,059</b>

<b>Total Operations &amp; Maintenance</b>	<b>\$ 391,004</b>	<b>\$ 391,004</b>	<b>\$ 471,899</b>	<b>\$ (79,627)</b>
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<b>Total Expenditures</b>	<b>\$ 523,548</b>	<b>\$ 523,548</b>	<b>\$ 601,672</b>	<b>\$ (76,856)</b>
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<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 119,025</b>	<b>\$ 20,293</b>
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**Other Financing Sources/(Uses):**

Transfer In/(Out)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ (100,000)</b>	<b>\$ (100,000)</b>	<b>\$ (100,000)</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,025</b>	<b>\$ 20,293</b>

<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 283,317</b>
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<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 302,342</b>
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**River Place on the St. Lucie**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending September 30, 2025**

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<b><u>Revenues</u></b>				
Interest	\$ 5,000	\$ 5,000	\$ 13,286	\$ 8,286
<b>Total Revenues</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 13,286</b>	<b>\$ 8,286</b>
<b><u>Expenditures:</u></b>				
Capital Outlay	\$ 100,000	\$ 100,000	\$ -	\$ 100,000
<b>Total Expenditures</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ 100,000</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (95,000)</b>	<b>\$ (95,000)</b>	<b>\$ 13,286</b>	<b>\$ 108,286</b>
<b><u>Other Financing Sources/(Uses)</u></b>				
Transfer In/(Out)	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 113,286</b>	<b>\$ 108,286</b>
<b>Fund Balance - Beginning</b>	\$ 205,338		\$ 205,328	
<b>Fund Balance - Ending</b>	\$ 210,338		\$ 318,614	

**River Place on the St. Lucie**  
**Community Development District**  
**Debt Service Fund Series 2001 A & B**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending September 30, 2025**

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
<b><u>Revenues:</u></b>				
Special Assessments - Tax Roll	\$ 181,947	\$ 181,947	\$ 183,092	\$ 1,144
Special Assessments - Prepayments	-	-	3,720	3,720
Interest Income	2,000	2,000	5,521	3,521
<b>Total Revenues</b>	<b>\$ 183,947</b>	<b>\$ 183,947</b>	<b>\$ 192,333</b>	<b>\$ 8,385</b>
<b><u>Expenditures:</u></b>				
Interest - 11/1	\$ 30,881	\$ 30,881	\$ 30,881	\$ -
Interest - 5/1	30,881	30,881	30,881	-
Principal - 5/1	110,000	110,000	110,000	-
Special Call - 5/1	-	-	5,000	(5,000)
Property Appraiser	3,871	3,871	3,862	10
<b>Total Expenditures</b>	<b>\$ 175,634</b>	<b>\$ 175,634</b>	<b>\$ 180,624</b>	<b>\$ (4,990)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 8,314</b>	<b>\$ 8,314</b>	<b>\$ 11,709</b>	<b>\$ 3,395</b>
<b><u>Other Financing Sources/(Uses):</u></b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 8,314</b>	<b>\$ 8,314</b>	<b>\$ 11,709</b>	<b>\$ 3,395</b>
<b>Fund Balance - Beginning</b>	<b>\$ 80,560</b>		<b>\$ 46,826</b>	
<b>Fund Balance - Ending</b>	<b>\$ 88,873</b>		<b>\$ 58,534</b>	

## River Place on the St. Lucie

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Special Assessments - Tax Roll	\$ -	\$ 46,712	\$ 384,267	\$ 17,023	\$ 8,183	\$ 9,358	\$ 19,238	\$ -	\$ 37,519	\$ 73	\$ -	\$ 1,202	\$ 523,573
Stormwater Fees	-	-	-	-	-	56,258	1,125	2,276	-	10,060	-	-	69,720
Rental Fees - Boat Storage	1,997	1,540	1,690	1,430	1,485	1,430	1,364	1,364	(286)	1,694	1,694	1,749	17,151
Rental Fees - Clubhouse	150	450	400	275	-	1,150	600	-	(1,000)	150	300	-	2,475
Revenue Fobs	-	175	100	-	-	(150)	100	150	225	50	100	350	1,100
Interest Income	1,012	846	1,433	1,799	1,578	1,518	1,432	1,484	1,437	1,488	1,357	1,027	16,413
Other Income	-	-	315	-	-	-	-	89,950	-	-	-	-	90,265
<b>Total Revenues</b>	<b>\$ 3,159</b>	<b>\$ 49,723</b>	<b>\$ 388,205</b>	<b>\$ 20,527</b>	<b>\$ 11,247</b>	<b>\$ 69,565</b>	<b>\$ 23,859</b>	<b>\$ 95,224</b>	<b>\$ 37,895</b>	<b>\$ 13,515</b>	<b>\$ 3,451</b>	<b>\$ 4,328</b>	<b>\$ 720,697</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ 800	\$ 400	\$ -	\$ 800	\$ 400	\$ 600	\$ -	\$ 1,000	\$ -	\$ 4,800
PR-FICA	-	61	-	61	31	-	61	31	46	-	77	-	367
Engineering	-	-	-	-	445	-	-	-	2,140	-	-	-	2,585
Attorney	1,740	4,890	4,020	7,620	1,920	1,500	4,200	1,860	3,773	1,140	5,070	2,010	39,743
Annual Audit	-	-	4,000	-	-	-	-	-	-	-	-	-	4,000
Arbitrage Rebate	-	-	-	-	-	600	-	-	-	-	-	-	600
Dissemination Agent	216	216	216	216	216	216	316	216	216	216	216	216	2,688
Trustee Fees	-	-	-	-	-	-	-	3,615	-	-	-	-	3,615
Management Fees	3,737	3,737	3,737	3,737	3,737	3,737	3,737	3,737	3,737	3,737	3,737	3,737	44,849
Property Appraiser	-	-	11,006	-	-	-	-	-	-	-	-	-	11,006
Website Maintenance	86	86	86	86	86	86	86	86	86	86	86	86	1,035
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	7	21	16	7	16	29	74	52	52	14	28	13	328
Insurance General Liability	10,208	-	-	-	-	-	-	-	-	-	-	-	10,208
Rentals & Leases	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Printing & Binding	4	-	29	14	29	10	1	36	22	0	1	-	146
Legal Advertising	-	-	-	120	-	-	-	-	-	274	-	120	513
Other Current Charges	147	59	56	-	69	78	68	21	-	72	38	91	699
Office Supplies	-	-	18	-	-	-	-	-	0	-	-	-	18
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 16,520</b>	<b>\$ 10,071</b>	<b>\$ 23,383</b>	<b>\$ 12,861</b>	<b>\$ 7,149</b>	<b>\$ 6,457</b>	<b>\$ 9,543</b>	<b>\$ 10,254</b>	<b>\$ 10,872</b>	<b>\$ 5,739</b>	<b>\$ 10,452</b>	<b>\$ 6,474</b>	<b>\$ 129,774</b>

## River Place on the St. Lucie

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b><u>Operations &amp; Maintenance</u></b>													
<b>Field Expenditures</b>													
Field Management	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 2,329	\$ 27,945
Utility - Electric Irrigation	650	551	703	858	962	848	930	951	962	874	914	1,024	10,226
Water/Wastewater	225	234	234	240	234	234	234	234	234	234	234	240	2,814
Preserve Maintenance	-	5,000	-	-	5,000	-	-	5,000	-	-	-	5,000	20,000
Aquatic Maintenance	1,485	910	910	1,485	910	910	1,485	910	910	1,485	910	910	13,220
Landscape Maintenance	7,165	7,100	7,100	7,100	12,728	7,100	7,100	7,950	7,100	7,598	7,100	7,100	92,241
Fertilization/Weed and Pest Control	99	99	99	99	99	-	99	99	99	99	99	99	1,089
Irrigation Maintenance	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Fountain Maintenance	160	-	-	160	-	-	160	-	-	-	160	-	640
Repairs & Maintenance	74	5,479	74	1,375	436	2,393	3,079	7,018	11,463	2,526	5,611	102	39,630
Signage Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Supplies	-	-	92	-	221	-	-	-	-	-	-	-	313
PSL Interlocal Agreement	6,250	-	-	6,250	-	-	-	-	-	-	-	-	12,500
Contingency	-	-	-	-	-	-	395	-	-	-	-	-	395
Capital Outlay	-	-	-	-	-	-	-	26,985	26,985	23,273	26,985	-	104,228
<b>Subtotal Field Expenditures</b>	<b>\$ 19,337</b>	<b>\$ 22,602</b>	<b>\$ 12,441</b>	<b>\$ 20,795</b>	<b>\$ 23,820</b>	<b>\$ 14,714</b>	<b>\$ 16,711</b>	<b>\$ 52,376</b>	<b>\$ 50,982</b>	<b>\$ 39,316</b>	<b>\$ 45,242</b>	<b>\$ 17,704</b>	<b>\$ 336,041</b>
<b>Clubhouse Expenditures</b>													
Security Monitoring	\$ -	\$ -	\$ 245	\$ -	\$ -	\$ 245	\$ -	\$ -	\$ 818	\$ 575	\$ 345	\$ 345	\$ 2,574
Utility - Electric	1,392	1,742	1,604	1,689	1,606	1,601	1,458	1,336	1,077	1,056	1,437	1,423	17,422
Water/Wastewater	274	388	285	362	282	282	375	229	442	242	295	279	3,734
Telephone	80	80	80	375	85	112	85	85	75	75	85	75	1,291
Property Insurance/Workers Comp	23,650	-	-	-	-	-	-	-	-	-	-	-	23,650
Clubhouse Cleaning	1,485	1,020	1,080	1,530	1,185	1,305	1,305	1,380	1,140	1,560	1,290	1,353	15,633
Clubhouse Maintenance and Repairs	575	951	345	1,575	3,507	9,620	5,674	2,113	220	15	15	194	24,805
Pool & Spa Maintenance	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,925	1,400	1,400	1,400	1,400	17,325
Pool & Spa Repairs	3,671	-	-	155	720	150	-	90	-	12,449	175	-	17,410
Propane Gas	-	-	-	-	-	-	-	-	-	-	-	-	-
Trash	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	1,627	-	-	-	6,000	-	4,386	-	-	-	-	-	12,013
<b>Subtotal Amenity Expenditures</b>	<b>\$ 34,154</b>	<b>\$ 5,581</b>	<b>\$ 5,039</b>	<b>\$ 7,086</b>	<b>\$ 14,785</b>	<b>\$ 14,716</b>	<b>\$ 14,683</b>	<b>\$ 7,158</b>	<b>\$ 5,172</b>	<b>\$ 17,372</b>	<b>\$ 5,042</b>	<b>\$ 5,069</b>	<b>\$ 135,858</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 53,491</b>	<b>\$ 28,184</b>	<b>\$ 17,480</b>	<b>\$ 27,881</b>	<b>\$ 38,605</b>	<b>\$ 29,429</b>	<b>\$ 31,395</b>	<b>\$ 59,534</b>	<b>\$ 56,154</b>	<b>\$ 56,689</b>	<b>\$ 50,284</b>	<b>\$ 22,773</b>	<b>\$ 471,899</b>
<b>Total Expenditures</b>	<b>\$ 70,010</b>	<b>\$ 38,255</b>	<b>\$ 40,863</b>	<b>\$ 40,742</b>	<b>\$ 45,754</b>	<b>\$ 35,886</b>	<b>\$ 40,937</b>	<b>\$ 69,788</b>	<b>\$ 67,026</b>	<b>\$ 62,428</b>	<b>\$ 60,736</b>	<b>\$ 29,246</b>	<b>\$ 601,672</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (66,852)</b>	<b>\$ 11,468</b>	<b>\$ 347,342</b>	<b>\$ (20,215)</b>	<b>\$ (34,507)</b>	<b>\$ 33,679</b>	<b>\$ (17,078)</b>	<b>\$ 25,436</b>	<b>\$ (29,131)</b>	<b>\$ (48,913)</b>	<b>\$ (57,285)</b>	<b>\$ (24,918)</b>	<b>\$ 119,025</b>
<b>Other Financing Sources/Uses:</b>													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ (100,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100,000)
<b>Total Other Financing Sources/Uses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (100,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (100,000)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (66,852)</b>	<b>\$ 11,468</b>	<b>\$ 247,342</b>	<b>\$ (20,215)</b>	<b>\$ (34,507)</b>	<b>\$ 33,679</b>	<b>\$ (17,078)</b>	<b>\$ 25,436</b>	<b>\$ (29,131)</b>	<b>\$ (48,913)</b>	<b>\$ (57,285)</b>	<b>\$ (24,918)</b>	<b>\$ 19,025</b>

# River Place on the St. Lucie

## Community Development District

### Long Term Debt Report

#### Series 2001A, Special Assessment Bonds (Restructured)

Interest Rate:	7.625%
Maturity Date:	5/1/2030
Reserve Fund Definition	n/a
Reserve Fund Requirement	\$0
Reserve Fund Balance	\$0
 Bonds Outstanding - 9/10/20	\$1,190,000
Less: Principal Payment - 5/1/21	(\$85,000)
Less: Principal Payment - 5/1/22	(\$100,000)
Less: Principal Payment - 5/1/23	(\$95,000)
Less: Principal Payment - 5/1/24	(\$100,000)
Less: Principal Payment - 5/1/25	(\$110,000)
Less: Special Call - 5/1/25	(\$5,000)
 <b>Current Bonds Outstanding</b>	<b>\$695,000</b>

#### Series 2001B, Special Assessment Bonds (Restructured)

Interest Rate:	7.250%
Maturity Date:	n/a
Reserve Fund Definition	n/a
Reserve Fund Requirement	\$0
Reserve Fund Balance	\$0
 Bonds Outstanding - 9/10/20	\$35,000
 <b>Current Bonds Outstanding</b>	<b>\$35,000</b>

**River Place on the St. Lucie**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**Special Assessment Receipts - St. Lucie County**  
**Fiscal Year 2025**

										Gross Assessments	\$ 550,287.54	\$ 193,082.07	\$ 743,369.61
										Net Assessments	\$ 517,270.29	\$ 181,497.15	\$ 698,767.43
ON ROLL ASSESSMENTS										allocation in %	74.03%	25.97%	100.00%
Date	Distribution	Gross Amount	Discount/ (Penalty)	Commission	Interest	Net Receipts	O&M Portion	2018 Debt Service	Total				
11/12/24	06/01-11/01/24	\$ 2,469.51	\$ 113.57	\$ 47.12		\$ 2,308.82	\$ 1,709.13	\$ 599.69	\$ 2,308.82				
11/14/24	11/28-11/07/24	36,297.53	1,451.87	696.91		34,148.75	25,278.99	8,869.76	34,148.75				
11/21/24	11/08-11/14/24	28,320.52	1,132.83	543.75		26,643.94	19,723.47	6,920.47	26,643.94				
12/03/24	11/15-11/21/24	55,401.74	2,216.02	1,063.73	-	52,121.99	38,583.88	13,538.11	52,121.99				
12/09/24	11/22-11/28/24	462,467.20	18,498.29	8,879.37	-	435,089.54	322,079.82	113,009.72	435,089.54				
12/13/24	11/29-12/05/24	33,890.81	1,355.60	650.71	-	31,884.50	23,602.85	8,281.65	31,884.50				
01/02/25	12/13-12/19/24	1,638.11	49.14	31.78	-	1,557.19	1,152.73	404.46	1,557.19				
01/06/25	12/20-12/26/24	3,245.72	97.37	62.97	-	3,085.38	2,283.99	801.39	3,085.38				
01/09/25	interest	-	-		455.25	455.25	455.25	-	455.25				
01/09/25	11/02-12/31/24	1,711.97	51.36	33.21	-	1,627.40	1,204.70	422.70	1,627.40				
01/10/25	12/27-01/02/25	12,479.42	374.36	242.09	-	11,862.97	8,781.69	3,081.28	11,862.97				
01/17/25	01/03-01/09/25	1,159.11	34.78	22.49	-	1,101.84	815.65	286.19	1,101.84				
01/24/25	01/10-01/16/25	3,276.22	65.52	64.21	-	3,146.49	2,329.22	817.27	3,146.49				
02/07/25	01/24-01/30/25	4,931.17	78.51	97.06	-	4,755.60	3,520.39	1,235.21	4,755.60				
02/14/25	01/31-02/06/25	1,607.61	32.15	31.51	-	1,543.95	1,142.93	401.02	1,543.95				
02/21/25	02/07-02/13/25	4,901.16	49.02	97.04	-	4,755.10	3,520.02	1,235.08	4,755.10				
03/07/25	02/21-02/24/25	3,276.22	32.76	64.87	-	3,178.59	2,352.99	825.60	3,178.59				
03/14/25	02/28-03/06/25	1,671.65	-	33.43	-	1,638.22	1,212.71	425.51	1,638.22				
03/21/25	03/07-03/13/25	1,159.11	-	23.18	-	1,135.93	840.88	295.05	1,135.93				
03/28/25	03/14-03/20/25	6,825.21	-	136.50	-	6,688.71	4,951.39	1,737.32	6,688.71				
04/04/25	03/21-03/27/25	20,281.42	-	405.63	-	19,875.79	14,713.27	5,162.52	19,875.79				
04/08/25	01/01-03/31/25	1,711.96	-	34.24	-	1,677.72	1,241.95	435.77	1,677.72				
04/08/25	interest	-	-	-	29.04	29.04	29.04	-	29.04				
04/11/25	03/28-04/03/25	2,797.22	-	55.95	-	2,741.27	2,029.26	712.01	2,741.27				
04/19/25	04/04-04/10/25	1,638.11	(49.14)	33.74	-	1,653.51	1,224.03	429.48	1,653.51				
06/23/25	Certificate Sale	50,210.91	(1,506.33)	1,034.35	-	50,682.89	37,518.57	13,164.32	50,682.89				
<b>TOTAL</b>		<b>\$ 743,369.61</b>	<b>\$ 24,077.68</b>	<b>\$ 14,385.84</b>	<b>\$ 484.29</b>	<b>\$ 705,390.38</b>	<b>\$ 522,298.80</b>	<b>\$ 183,091.58</b>	<b>\$ 705,390.38</b>				

100.00%	Percent Collected
\$ -	Balance Remaining to Collect