Rivers Edge II
Community Development District

August 21, 2019
AGENDA
Rivers Edge II
Community Development District
Revised Agenda

Rivers Edge II
Community Development District
Revised Agenda

Wednesday
August 21, 2019
5:30 p.m.

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

I. Call to Order

II. Public Comment

III. Affidavit of Publication

IV. Approval of the Minutes of the July 22, 2019 Meeting

V. Public Hearing to Adopt the Budget for Fiscal Year 2020
   A. Consideration of Resolution 2019-14, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2020
   B. Consideration of Budget Funding Agreement with Mattamy Jacksonville LLC

VI. Ratification of Time Change for September 18, 2019 Public Hearing on Imposition of Special Assessments from 10:00 a.m. to 10:30 a.m.

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

VIII. Staff Reports
   A. District Counsel
   B. District Engineer
   C. District Manager – Discussion of the Meeting Schedule for Fiscal Year 2020
   D. General Manager – Report

IX. Financial Reports
A. Balance Sheet and Income Statement

B. Consideration of Funding Request No. 11

C. Check Register

X. Supervisors’ Requests and Audience Comments

XI. Next Scheduled Meeting – September 18, 2019 at 10:30 a.m. at the RiverTown Amenity Center

XII. Adjournment
THIRD ORDER OF BUSINESS
THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE II CDD
475 WEST TOWN PLACE SUITE 114
SAINT AUGUSTINE, FL 32092

ACCT: 34435
AD# 0003195033-01
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of Notice of Public Hearing on Budgets was published in said newspaper on 07/26/2019, 08/02/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this 07/26/2019
by who is personally known to me or who has produced as identification

(Signature of Notary Public)
FOURTH ORDER OF BUSINESS
The meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held on Monday, July 22, 2019 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jason Sessions  Chairman
Louis Cowling  Vice Chairman
Jason Thomas  Supervisor

Also present were:

Jim Perry  District Manager
Lauren Gentry  District Counsel
Ryan Stilwell  District Engineer (by phone)
Marci Pollicino  Vesta Property Services
Jason Davidson  Vesta – Amenity Manager
Zach Davidson  Vesta – Operations Manager
Ernesto Torres  GMS
Cynthia Wilhelm  Nabors, Giblin & Nickerson (by phone)

The following is a summary of the discussions and actions taken at the July 22, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**  Roll Call
Mr. Perry called the meeting to order.

**SECOND ORDER OF BUSINESS**  Public Comment
There being none, the next item followed.

**THIRD ORDER OF BUSINESS**  Financing Matters

A. Consideration of Agreement with Nabors, Giblin & Nickerson for Bond Counsel Services
Mr. Perry stated this is a standard form of agreement consistent with other districts.

Ms. Wilhelm stated this is pretty much the exact same agreement that we have with Rivers Edge CDD.
On MOTION by Mr. Sessions seconded by Mr. Thomas with all in favor the agreement with Nabors, Giblin & Nickerson for bond counsel services was approved.

B. Consideration of Agreement with MBS Capital Markets, LLC for Underwriting Services

Mr. Perry stated again this is a standard form agreement and is consistent with your sister district, Rivers Edge.

On MOTION by Mr. Sessions seconded by Mr. Thomas with all in favor the agreement with MBS Capital Markets, LLC for underwriting services was approved.

C. Consideration of Assessment Methodology

Mr. Perry stated this report, based upon the construction improvement plan and the financing associated with that plan for the district allocates benefit to the various development units that are being proposed within the District boundaries. Table one is the land use within the District boundaries and that's consistent with the capital improvement plan. Table two is the development program as of right now based upon Mattamy’s plans. Table three is the infrastructure cost estimates based upon the capital improvement plan. Table four is the financing estimates related to that capital improvement plan. Table five is the allocation based upon the development program based upon an equivalent residential unit basis and that allocates the construction costs, the par debt associated with it and then the benefit per unit. Table six will be a map and legal description of the property.

On MOTION by Mr. Sessions seconded by Mr. Thomas with all in favor the assessment methodology report was approved in substantial form.

D. Consideration of Master Improvement Plan

Mr. Stilwell stated the primary items associated with the improvement plan are the River Club and all of the stormwater and roadways within the district. It does include parcel 19 within the 983 acres of the district.
On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor the master improvement plan was approved.

E. Consideration of Validation Resolution 2019-12
   1. Master Trust Indenture

   Ms. Wilhelm stated this is the bond resolution that we approve at the very beginning of any district. It provides us a not to exceed amount of all of the bonds that will be issued by the district throughout the development of the district, it approves the form of the master trust indenture, which again will cover any series of bonds that are issued by the district. You will notice we’ve left the not to exceed amount blank and that will be filled in now that we have the methodology approved.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor resolution 2019-12 and the master trust indenture were approved.

F. Consideration of 170.03 Resolution 2019-13 Declaring Special Assessments

   Ms. Gentry stated the revisions to the resolution were to fill in the names and numbers of the reports that were circulated. This resolution is kind of the counter-part to the bond resolution you just approved. It declares the assessments that you intend to levy to cover the bond debt that will be used to pay for the master improvements. Within this resolution you set a time for a public hearing where we will take public comment and get the numbers finalized. There is a 30-day notice requirement so Jim, I’ll defer to you on the best date for that.

   Mr. Perry stated September 18th at 10:00 a.m.

On MOTION by Mr. Sessions seconded by Mr. Thomas with all in favor resolution 2019-13 was approved with a public hearing scheduled for September 18, 2019 at 10:00 a.m. at the RiverTown Amenity Center.

FOURTH ORDER OF BUSINESS Approval of the Minutes of the June 11, 2019 Meeting

There were no comments on the minutes.
On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor the minutes of the June 11, 2019 meeting were approved.

FIFTH ORDER OF BUSINESS  
**Discussion of the Fiscal Year 2020 Budget**

Mr. Perry stated there have been no changes to what was approved at your last meeting; this is just a placeholder. At our meeting on August 21st we will be looking to adopt the budget and will update the budget for changes in actual numbers and maybe some additional line items.

SIXTH ORDER OF BUSINESS  
**Staff Reports**

A. **District Counsel**

Ms. Gentry stated we received comments from the county on the boundary amendment petition and we are working with the engineer and the surveyor to get clarifications made that they required and we will get those submitted. The county will then require a hearing on the petition so the timeline depends on the county but we’re moving along.

B. **District Engineer**

There being none, the next item followed.

C. **District Manager**

There being none, the next item followed.

D. **General Manager - Report**

Mr. Jason Davidson gave an overview of his report, a copy of which was included in the agenda package.

SEVENTH ORDER OF BUSINESS  
**Financial Reports**

A. **Balance Sheet and Income Statement**

B. **Consideration of Funding Request No. 10**

A copy of the funding request, in the amount of $180,905.09 was included in the agenda package. Mr. Perry stated there are a couple months worth of expenditures for landscape maintenance and Vesta so that is why the number is so high compared to what your normally see.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor Funding Request No. 10 was approved.
C. Check Register
The check register totaling $680.78 was included in the agenda package.

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor the check register was approved.

EIGHTH ORDER OF BUSINESS Supervisors’ Requests and Audience Comments
There being none, the next item followed.

NINTH ORDER OF BUSINESS Next Scheduled Meeting – August 21, 2019 at 5:30 p.m. at the RiverTown Amenity Center

TENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Sessions seconded by Mr. Cowling with all in favor the meeting was adjourned.

______________________________  _____________________________
Secretary/Assistant Secretary  Chairman/Vice Chairman
FIFTH ORDER OF BUSINESS
Rivers Edge II
Community Development District

Approved Budget FY2020
**Rivers Edge II**
Community Development District

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<table>
<thead>
<tr>
<th>General Fund</th>
<th>Budget</th>
<th>Page 1</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Narrative</td>
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### Revenues

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<th>Amended Budget FY2019 as of 6/30/19</th>
<th>Projected Next 3 Months</th>
<th>Total Projected 9/30/19</th>
<th>Approved Budget FY2020</th>
<th>Adjustments</th>
<th>Proposed for Adoption FY2020</th>
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<td>Café Revenues</td>
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<td>Special Events</td>
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<td>$ -</td>
<td>$ 7,000</td>
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<td><strong>Total Revenues</strong></td>
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<td><strong>$ 786,843</strong></td>
<td><strong>$ 71,977</strong></td>
<td><strong>$ 858,820</strong></td>
<td><strong>$ 1,767,322</strong></td>
<td><strong>$ (326,521)</strong></td>
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### Expenditures

#### Administrative

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<th>2023</th>
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<td>Supervisor Fees</td>
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<td>Dues, Licenses &amp; Subscriptions</td>
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#### Field Operations

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<td>Pool Maintenance(Vesta)</td>
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<td>Lake Maintenance</td>
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<td>Janitorial Services (Vesta)</td>
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<td>Café Costs- Equipment Purchases</td>
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<tr>
<td><strong>Total Operations</strong></td>
<td><strong>$ 756,725</strong></td>
<td><strong>$ 762,207</strong></td>
<td><strong>$ 1,666,196</strong></td>
<td><strong>$ 1,339,675</strong></td>
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<td><strong>Total Expenditures</strong></td>
<td><strong>$ 858,400</strong></td>
<td><strong>$ 858,820</strong></td>
<td><strong>$ 1,767,322</strong></td>
<td><strong>$ 1,440,801</strong></td>
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</tbody>
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#### Excess Revenues (Expenditures)

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td><strong>Excess Revenues (Expenditures)</strong></td>
<td>$ -</td>
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</table>

**Rivers Edge II Community Development District**

**General Fund**

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

**REVENUES:**

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

**Café Revenue**
Income received from café food and beverage sales net of cost of goods sold.

**Special Events**
Income received from residents/non-residents for the rental of the facilities for special events.

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**EXPENDITURES:**

**Administrative:**

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

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

**Dissemination Agent**
The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

**Attorney**
The District’s legal counsel, Hopping Green and Sams, will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

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

**Trustee Fees**
The District will issue bonds to be held with a Trustee at a qualified Bank. The amount of trustee fees is based on the agreement between the bank and the District.
**Management Fees**
The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

**Construction Accounting**
The District receives annual constriction account services as part of a Management Agreement with Governmental Management Services, LLC.

**Information Technology**
The cost related to District’s accounting and information systems.

**Telephone**
Telephone and fax machine.

**Postage**
Mailing of agenda packages, overnight deliveries, correspondence, etc.

**Printing & Binding**
Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

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

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

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

**Office Supplies**
Miscellaneous office supplies.

**Dues, Licenses & Subscriptions**
The District is required to pay an annual fee to the Department of Community Affairs for $175. This is the only expense under this category for the District.

**Website Design/Compliance**
Cost related to District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.
Field Operations:

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

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

General & Lifestyle Manager (Vesta)
The District has contracted with Vesta Property Services, Inc to provide general amenity management, facility administration, special event coordinator services, and hospitality staffing at the Amenity Center.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
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<tbody>
<tr>
<td>Vesta</td>
<td>General &amp; Lifestyle Manager</td>
<td>$ 2,790</td>
<td>$ 33,475</td>
</tr>
<tr>
<td>Vesta</td>
<td>Facility Staff</td>
<td>$ 2,639</td>
<td>$ 31,673</td>
</tr>
<tr>
<td>Vesta</td>
<td>Hospitality Staff</td>
<td>$ 9,367</td>
<td>$ 112,400</td>
</tr>
</tbody>
</table>

Total $ 177,548

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vesta</td>
<td>Field Operations Management</td>
<td>$ 2,639</td>
<td>$ 31,673</td>
</tr>
</tbody>
</table>

Total $ 31,673

Security Monitoring
Maintenance costs of the security alarms/cameras.
Rivers Edge II
Community Development District
General Fund

**Telephone**
The estimated cost for telephone services for the Amenity Center.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATT</td>
<td>Phone, Internet, Cable</td>
<td>$ 950</td>
<td>$ 11,400</td>
</tr>
</tbody>
</table>

**Total**  
$ 11,400

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

**Landscape Maintenance**
Cost related to maintain the common areas of the District and Amenity Center.

**General Facility & Common Grounds Maintenance (Vesta)**
The District has contracted with Vesta Property Services, Inc to provide maintenance and repairs necessary for upkeep of the Amenity Center and common grounds area.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vesta</td>
<td>General Facility &amp; Common Grounds Maintenance</td>
<td>$ 3,500</td>
<td>$ 42,000</td>
</tr>
</tbody>
</table>

**Total**  
$ 42,000

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vesta</td>
<td>Pool Maintenance</td>
<td>$ 1,519</td>
<td>$ 18,225</td>
</tr>
</tbody>
</table>

**Total**  
$ 18,225
Rivers Edge II
Community Development District
General Fund

**Pool Maintenance (Poolsure)**
The District has contracted with Poolsure to provide maintenance of the Amenity Center swimming pools.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poolsure</td>
<td>Pool Maintenance</td>
<td>$565</td>
<td>$6,775</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$6,775</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Pool Chemicals**
Cost related to pool chemicals for the maintenance of the Amenity Center Swimming Pools.

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vesta</td>
<td>Janitorial Services</td>
<td>$1,344</td>
<td>$16,133</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$16,133</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**Electric**
Estimated costs for electric billed to the District by FPL.

<table>
<thead>
<tr>
<th>Location</th>
<th>Meter Number</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>156 Riverglade Run</td>
<td>2187961384</td>
<td>$17</td>
<td>$207</td>
</tr>
<tr>
<td>160 Riverglade Run</td>
<td>7930174359</td>
<td>$1,389</td>
<td>$16,663</td>
</tr>
<tr>
<td>154 Riverglade Run</td>
<td>778654350</td>
<td>$27</td>
<td>$322</td>
</tr>
<tr>
<td>Contingency for new accounts</td>
<td></td>
<td>$484</td>
<td>$5,808</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,917</strong></td>
<td><strong>$23,000</strong></td>
<td></td>
</tr>
</tbody>
</table>
Sewer/Water/Irrigation
Estimated costs for sewer, water, and irrigation for the amenity center billed to the District by JEA.

<table>
<thead>
<tr>
<th>Location</th>
<th>Meter Number</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>160 Riverglade Run</td>
<td>84087156</td>
<td>$110</td>
<td>$1,320</td>
</tr>
<tr>
<td>298 Riverglade Run</td>
<td>83547180</td>
<td>$500</td>
<td>$6,000</td>
</tr>
<tr>
<td>160 Riverglade Run -Sewer</td>
<td>84087139</td>
<td>$494</td>
<td>$5,925</td>
</tr>
<tr>
<td>160 Riverglade Run -Water</td>
<td>84087139</td>
<td>$196</td>
<td>$2,350</td>
</tr>
<tr>
<td>Contingency for new accounts</td>
<td></td>
<td>$2,867</td>
<td>$34,404</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$4,167</strong></td>
<td><strong>$50,000</strong></td>
</tr>
</tbody>
</table>

Repairs and Replacements
Represents regular cleaning, supplies, and repairs and replacements for District’s Amenity Center.

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

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turners’ Pest Control</td>
<td>Pest Control</td>
<td>$95</td>
<td>$1,140</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,140</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

Other Current
Represents the miscellaneous cost incurred by the District’s Amenity Center.

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

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

Office Supplies/Postage
 Costs of supplies and postage incurred for the operation of the Amenity Center.

Café Costs- labor/food/beverage/other
Cost related to operating the café
A.
RESOLUTION 2019-14

THE ANNUAL APPROPRIATION RESOLUTION OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“Board”) of the Rivers Edge II Community Development District (“District”) proposed budget (“Proposed Budget”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“Fiscal Year 2019/2020”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT:
SECTION 1. BUDGET

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

b. The Proposed Budget, attached hereto as Exhibit “A,” as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes (“Adopted Budget”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Rivers Edge II Community Development District for the Fiscal Year Ending September 30, 2020.”

d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of $______________ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| TOTAL GENERAL FUND | $______________ |
| TOTAL ALL FUNDS     | $______________ |

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, Florida Statutes, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

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

b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not
increase and if the aggregate change in the original appropriation item does not exceed $10,000 or 10% of the original appropriation.

c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

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

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

**PASSED AND ADOPTED THIS 21ST DAY OF AUGUST, 2019.**

**ATTEST:**

__________________________
Secretary/Assistant Secretary

__________________________
By: _________________________

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

__________________________
Its: _________________________
Exhibit A
Adopted Budget
This agreement ("Agreement") is made and entered into this ___ day of __________, 2019, by and between:

Rivers Edge II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, ("District") and located in St. Johns County, Florida with a mailing address of c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092, and

Mattamy Jacksonville LLC, a Delaware limited liability company and a landowner in the District ("Developer") with an address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

RECITALS

WHEREAS, the District was established by Ordinance No. 2018-26 of the St. Johns County Board of County Commissioners, effective June 22, 2018, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in Exhibit A, attached hereto and incorporated herein ("Property"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020 Budget"); and

WHEREAS, this Fiscal Year 2019/2020 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2019/2020 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in Exhibit B; and
WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on Exhibit B to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in Exhibit B.

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

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as Exhibit B, as may be amended from time to time in the District’s sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2019/2020 Budget as shown on Exhibit B adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District’s general checking account. In no way shall the foregoing affect the District’s ability to levy special assessments upon the property within the District, including any property owned by the Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District’s Budget or otherwise. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in Exhibit A for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District’s lien. The lien shall be effective as of the date and time of the recording of a “Notice of Lien for Fiscal Year 2019/2020 Budget” in the public records of St. Johns County, Florida (“County”), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2019/2020 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager’s direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District’s sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder.
3. **ALTERNATIVE COLLECTION METHODS.** In the event the Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides the Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

   a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

   b. The District hereby finds that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in Exhibit B provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in Exhibit B, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser. The Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

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

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the
District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, the Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, the Developer’s obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

10. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Agreement, or the work contemplated herein, may be public records and shall be treated as such in accordance with Florida law.

12. **LIMITATION OF LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
13. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

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

Attest: 

Rivers Edge II Community Development District

____________________________
Secretary/Assistant Secretary

By: _________________________
Its: _________________________

Mattamy Jacksonville, LLC,
a Delaware limited liability company;

By: MATTAMY FLORIDA LLC, a Delaware limited liability company, its Manager

By: CALBEN (FLORIDA) CORPORATION, a Florida corporation, its Manager

___________________________
Witness

By: _________________________
Its: _________________________

**EXHIBIT A:** Property Description

**EXHIBIT B:** Fiscal Year 2019/2020 Budget
EXHIBIT A

Property Description
EXHIBIT B

Fiscal Year 2019-2020 General Fund Budget
SEVENTH ORDER OF BUSINESS
TRI-PARTY INTERLOCAL AND COST SHARE AGREEMENT REGARDING
SHARED IMPROVEMENT
OPERATION AND MAINTENANCE SERVICES AND PROVIDING FOR THE JOINT
USE OF AMENITY FACILITIES

THIS AGREEMENT is made and entered into this ____ day of August 2019, by and
between:

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

WHEREAS, Chapter 190 and section 163.01, Florida Statutes, as amended (the “Interlocal Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and
WHEREAS, under the Interlocal Cooperation Act, the Districts may enter into an interlocal agreement in order to, among other things, provide for the operation, maintenance, repair and replacement of the Improvements, and ensure that all landowners within the Districts shall have continued use of the Improvements; and

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

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

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

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

2. **Recreation Usage Rights and Limitation on Usage Rights.**

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

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

   C. *Annual User Rate Agreement.* The Districts hereby agree that each will adopt one individual Annual User Rate in the amount of $4000.00 that allows a nonresident user to access the Amenity Facilities for a one-year period so long as this Agreement is in effect. The Districts may jointly agree to modify this amount or allow other types of annual user rates.
Proceeds from the payment of Annual User Rates shall be allocated on a pro-rata basis in accordance with each party’s portion of the Shared Costs as further identified in Section 4 herein and in Exhibit C.

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

3. Districts’ Obligations for Amenity Facilities.

A. Rivers Edge obligations are as follows:

(i) General duties. Rivers Edge shall be responsible for the management, operation and maintenance of the Shared Offsite Improvements and the River House (but not the River Club) on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances. However, such responsibility shall not alter the rights, responsibilities and cost allocations as set forth herein.

(ii) Inspection. Rivers Edge II may conduct regular inspections of the Improvements and shall report any irregularities to the Rivers Edge District Manager, or his/her designated representative.

(iii) Investigation and Report of Accidents/Claims. Rivers Edge shall investigate and provide a report to the Rivers Edge II District Manager, or his/her designee, as to all accidents or claims for damage relating to maintenance and operation of the Shared Offsite Improvements and the River House and Rivers Edge II shall do the same for the River Club. Such report shall at a minimum include a description of any damage or destruction of property. The Districts, to the extent necessary, shall cooperate and aid one another in making any and all reports required by any insurance company or as required by the other in connection with any accident or claim. Neither District shall file any claims with the other’s contractor(s) or insurance company without the prior written consent of the other District’s Board of Supervisors.

(iv) Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Improvements. Rivers Edge shall be responsible for procuring bids, and in the event required to do so by law, publicly bidding all work necessary to operate and maintain the Shared Offsite Improvements and the River House in compliance with applicable permits, regulations and DRI requirements. Rivers Edge II shall have the same responsibility for the River House and any other Improvements operated and maintained under its authority. Mattamy shall have the same responsibility for any Improvements operated and maintained...
under its authority. Rivers Edge II and Mattamy shall provide to Rivers Edge on or before May 15 of each year the anticipated operation, management and maintenance costs associated with the River Club and any other improvements for which it is responsible that make up the Improvements identified hereunder so that such projected costs can be calculated consistent with this Agreement and disseminated to the Parties for budgeting purposes. Rivers Edge shall provide annually on or before June 1 to Rivers Edge II and Mattamy the total amount anticipated for the succeeding fiscal year for operation, management and maintenance of the Improvements, along with the projected Shared Costs, which calculation shall be as set forth in Section 4 herein. Failure to provide the required information by the dates set forth herein may be waived upon a showing of good cause; provided however that the Parties hereby agree the importance of timely submitted information for purposes of compliance with Florida law for budget approval and adoption.

B. Rivers Edge II obligations are as follows:

(i) General duties. Rivers Edge II shall be responsible for the management, operation and maintenance of the River Club on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances.

(ii) Inspection. Rivers Edge may conduct regular inspections of the River Club and shall report any irregularities to the Rivers Edge II District Manager, or his/her designated representative.

(iii) Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Improvements. Rivers Edge II shall provide to Rivers Edge annually on or before May 15 the total amount anticipated for the succeeding fiscal year for operation and maintenance of the River Club. Rivers Edge II shall be responsible for remittance of its portion of the Shared Costs (as set forth herein) within fifteen (15) days of receiving a timely submitted invoice from Rivers Edge, which amount is anticipated to be billed monthly or more often as may be required to assure cash flow. The appropriate cost shall be as set forth in Section 4 herein.

C. Mattamy obligations are as follows:

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

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

(iii) In the event Mattamy sells or otherwise disposes of its business or of all or substantially all of its assets relating to the Improvements, Mattamy shall continue to be bound by the terms of this Agreement until its obligations under this Agreement are deemed fulfilled as described herein, and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Mattamy may place into escrow an amount equal to the then-unfunded portion of the applicable Shared Costs to fund any budgeted expenses that arise during the remainder of the applicable fiscal year. Upon (1) confirmation of the deposit of said funds into escrow, (2) evidence of an assignment to, and assumption by the purchaser of, this Agreement, and (3) acceptance by the Districts, Mattamy’s obligation under this Agreement shall be deemed fulfilled. Mattamy shall give 90 days prior written notice to the Districts under this Agreement of any such sale or disposition.

4. **Maintenance Contracts and Cost Sharing.**

A. Rivers Edge, through its contractor(s), shall be responsible for providing management and maintenance of the Shared Offsite Improvements. The Districts shall share responsibility for providing the operation, management and maintenance of their respective Amenity Facilities but such costs shall be part of the Shared Costs (as defined herein).

B. Each party shall be responsible for its proportionate share of the costs associated with the operation, management and maintenance of the Improvements, as well as its proportionate share for funding of capital reserves based on a reserve study report and recommendation to be prepared by the Parties’ management, which shall together be considered “Shared Costs”. Such Shared Costs shall be calculated based upon consultation with the Districts’ methodology consultant(s) and the Districts’ engineer(s) and may change from time to time, based on updates
to the development plan of the Districts’ properties. Based upon the current development plan for RiverTown, the following calculation shall be used for the operation, management, maintenance and capital reserve percentages of the Improvements: (1) Rivers Edge: thirty-two ninety eight percent (32.98%); (2) Rivers Edge II: thirty-two point twenty two percent (32.22%); and (3) Mattamy/Rivers Edge III: thirty-four point eight percent (34.80%). A table supporting such calculation is attached hereto as Exhibit C and is incorporated herein by this reference. The Shared Costs percentage and total cost may change from time to time based on market factors affecting cost of labor, capital reserve requirements, delivery of additional infrastructure that is considered an “Improvement” and other factors. The costs anticipated for total operation and maintenance of the Improvements as of the effective date of this Agreement, for purposes of reference only, are as set forth in Exhibit D. Rivers Edge, in its sole and absolute discretion, will provide the selection of contractor(s) for operation and maintenance of the Shared Offsite Improvements and the Rivers House, but not the River Club, and will separately invoice Rivers Edge II and Mattamy/Rivers Edge III for their proportionate shares of the Shared Costs. Rivers Edge II, in its sole and absolute discretion, will select its contractor(s) for operation and maintenance of the River Club and such costs shall be considered Shared Costs. It is further anticipated Rivers Edge III will have facilities that also make up “Improvements” which shall be shared in the future.

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

6. Default; Conflict Resolution; Termination.

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

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

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

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

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

**A.** Worker’s Compensation Insurance in accordance with the laws of the State of Florida.

**B.** Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than $3,000,000 combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
C. Employer’s Liability Coverage with limits of at least $1,000,000 (one million dollars) per accident or disease.

D. Automobile Liability Insurance for bodily injuries in limits of not less than $1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

E. Require such contractor(s) to name Rivers Edge and its supervisors, officers, staff, employees, representatives, and assigns and Rivers Edge II and its supervisors, officers, staff, employees, representatives, and assigns, and Mattamy Jacksonville, LLC and its officers, employees, representatives and assigns as additional insureds under the insurance policy.

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

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

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

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

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

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

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

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

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

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

17. **No Violation of District Bond Covenants and No Impact on
Public Facility Status.** Nothing contained in this Agreement shall operate to violate any
of the Districts’ bond covenants. Nothing herein shall be construed to affect the status of either
Districts’ Amenity Facilities or other of the Improvements as “public” facilities, under the terms
and conditions established by the Districts. Nothing herein shall give the Parties the right or
ability to amend or revise any operating policy, rule or procedure governing the other District’s
recreational facilities.

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

19. **Entire Agreement.** This Agreement constitutes the entire agreement
between the Parties with respect to its subject matter and all antecedent and contemporaneous
negotiations, undertakings, representations, warranties, inducements and obligations are merged
into this Agreement and superseded by its delivery. No provision of this Agreement may be
amended, waived or modified unless the same is set forth in writing and signed by each of the
parties to this Agreement, or their respective successors or assigns.

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

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

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

Witness

Print Name

By: ____________________________
Chairman, Board of Supervisors

Witness

Print Name

STATE OF FLORIDA
COUNTY OF ________________

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

____________________________________
Print Name: _________________________
Notary Public, State of Florida

Commission No.: ____________________
My Commission Expires: ______________
RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT

Witness

Print Name

By: ____________________________
Chairman, Board of Supervisors

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____________

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

____________________________________
Print Name: _________________________
Notary Public, State of Florida

Commission No.: __________________

My Commission Expires: _____________
MATTAMY JACKSONVILLE, LLC

Witness

__________________________
Print Name

By: ____________________________
Its: ____________________________

Witness

__________________________
Print Name

STATE OF FLORIDA
COUNTY OF ________________

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

__________________________
Print Name: _____________________
Notary Public, State of Florida

Commission No.: _____________________
My Commission Expires: ________________

Composite Exhibit A: Shared Offsite Improvements
Composite Exhibit B: Amenities Facilities
Exhibit C: Calculation of Shared Costs
Exhibit D: Preliminary Shared Cost Estimates
Composite Exhibit A: Shared Offsite Improvements
Composite Exhibit B: Amenity Facilities
Exhibit C: Calculation of Shared Costs
Exhibit D: Preliminary Cost Share Estimates
EIGHTH ORDER OF BUSINESS
C.
BOARD OF SUPERVISORS MEETING DATES
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2019-2020

The Board of Supervisors of the Rivers Edge II Community Development District will hold their regular meetings for Fiscal Year 2019-2020 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 10:30 a.m. on the third Wednesday of each month unless otherwise indicated as follows:

October 16, 2019
November 20, 2019
December 18, 2019
January 15, 2020
February 19, 2020
March 18, 2020
April 15, 2020
May 20, 2020
June 17, 2020
July 15, 2020
August 19, 2020 at 5:30 p.m.
September 15, 2020
D.
RiverClub update /No Board action required:

Usage

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<th>January</th>
<th>February</th>
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<th>May</th>
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FY 19 Total 22513

EVENTS UPDATE:

Cool the Pool

60-75 residents participated. Residents brought bags of ice to “cool the pool” and then participated in family friendly trivia. The kids had great fun “cooling the pool” and the residents enjoyed the trivia which included scavenger hunts!
St. Augustine Alligator Farm Zoo Program

32 residents participated. Residents were charged $25 per person to attend. The St. Augustine Alligator Farm came on site for a 3-day workshop geared towards kids ages 5-12 years old. Different animals were brought each day. The kids were educated on each animal and allowed to touch most animals.
Dive-In Movie
150-175 residents attended. The Secret Life of Pets played on a large inflatable screen on the pool deck. Unfortunately, no photos were taken at this event.

Kids Acting Workshop
12 residents participated. Residents were charged $125 to attend. Kids learned acting techniques over the course of 4 days and performed a showcase for parents and friends.
August Events: Food Truck Friday, Water Slide Races, Magical School Year, Adult Pool Party, Chill Out Sunday, Hip Hop Workshop and Dive-In Movie.

September Events: Food Truck Friday, North of FL 40 Concert, Adult Trivia, Babysitting Course, Women and Teen Self Defense Class, Jaguar Game Outing, Garden Presentation, Ladies Lunch and a tentative Astronomy Night in partnership with the University of North FL (finalizing details).

ACTION ITEMS: none currently

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RiverTown

Field Operation Manager’s Report

Date of report: 8/21/2019  Submitted by: Zach Davidson

RiverHouse:
• Main pump motor on lap pool went down 7/29 pool motor was rebuilt, and pool was back up and running 7/31.
• Epic pools will be out on 8/19 to repair loose coping on lap pool.
• KAD electric came out and fixed failed breaker on 8/2 for the lap pool outlets.
• Hydraulic hinge on gate to pool was replaced 7/25.
• Fixed sinking and raised pavers on pool deck 8/8.

**RiverClub:**
• Sterling fencing fixed loose handrails and sagging fence gate on 8/2.
• Blue crank umbrella support bar for canopy was ordered 8/1 shipped out the week of 8/5.
• Main controller for main pool pump went down and was replaced 7/26.
• Closing and opening loopers for gates were replaced 7/16.

**RiverPark:**
• Rebuilt flush and fill valve in men’s room toilet on 8/3.

**Common Area:**
• Spillway lights on waterfall at longleaf entrance were replaced and back up and running on 7/19.
• Dead and fallen Palm trees on Enclaves lake bank on Orange Branch Trail are scheduled to be removed the week of 8/19.
• Pressure washed sidewalks at the Enclaves play park 8/12.

---

**Completed Projects**
*Re stained bench swing at the RiverClub*

---

![Before: Re stained bench swing at the RiverClub](image1)

![After: Re stained bench swing at the RiverClub](image2)
Landscape Maintenance Report

Completed

1. 30 Oaks along Orange Branch Trail have been straightened and strapped. With the afternoon storms we have been getting we will continue to straighten when needed.
2. Fertilizer spikes have been put in on all oaks with straps to help promote root growth.
3. All weak shrubs and ornamental beds have been fertilized with 14-14-14
4. All irrigation clock have been turned off multiple days throughout the month when rain allows to conserve water/prevent over watering.
5. Round 2 of 20-0-11 slow release fertilizer has been applied to all turf.

In-Progress

1. Post-emergent weed control in beds have been a challenge with the excessive amounts of rain washing the round up after being sprayed. It is our high priority to continue cleaning any remaining beds.
2. All palms are being trimmed we are expecting to be done by the end of the month.

Should you have any comments or questions feel free to contact me directly.
zdavidson@vestapropertyservices.com
NINTH ORDER OF BUSINESS
A.
Rivers Edge II
Community Development District

Unaudited Financial Reporting
June 30, 2019
# Combined Balance Sheet

**Rivers Edge II**  
**Community Development District**  
**June 30, 2019**

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<th>General</th>
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<td>Cash</td>
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<td>Due From Developer</td>
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<td>Due from Other</td>
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<td>Due from Vesta- Café</td>
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<td>Prepaid Expenses</td>
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<p>| Total Liabilities and Fund Equity | $380,818 |</p>
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### Rivers Edge II
Community of Revenues & Expenditures
For The Period Ending June 30 2019

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# Rivers Edge II
## Community Development District
### General Fund
#### Month By Month Income Statement
Fiscal Year 2019

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<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>Total</th>
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</tbody>
</table>
# Rivers Edge II

## Community Development District

### General Fund

#### Month By Month Income Statement

Fiscal Year 2019

<table>
<thead>
<tr>
<th></th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>Total</th>
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<td></td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Cost Share (Roads/Stormwater)</td>
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<td>$0</td>
<td>$0</td>
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<td>$131,708</td>
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<td>General &amp; Lifestyle Manager (Vesta)</td>
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<td>$5,248</td>
<td>$5,248</td>
<td>$5,248</td>
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Due from Developer $154,893.77 $697,563.05 $361,319.51

* Deposit for 50% of the River Café equipment and hood system. No funding request created.
B.
## Rivers Edge II
### Community Development District

**FY2019 Funding Request #11**  
12-Aug-19

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14 The St. Augustine Record
Notice of Meeting 7/22/19 Inv #03193677 7/10/19 $ 76.29
Public Hearing Notice Budget Inv #031950033 7/26/19 $ 215.40

15 Stephen Quinn Music
Event 10/19/19 Inv #15 7/25/19 $ 550.00

16 Sterling Specialties, Inc
Railing Repairs Inv #9385 8/2/19 $ 1,950.00

17 Turner Pest Control
July Pest Control Inv #5946200 7/10/19 $ 95.00

18 Verdego
August Landscape Maintenance Inv #1089B 8/31/19 $ 36,173.65

19 Vesta
August RiverClub Invoice Inv #358760 8/1/19 $ 19,353.54

| Total Amount Due | $ 79,536.25 |

Wiring Instructions:
RBK: Wells Fargo, N.A.
ABA: 121000248
ACCT: 4502200595
ACCT NAME: RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

Signature: __________________________
Chairman/Vice Chairman

Signature: __________________________
Secretary/Asst. Secretary
Bill To

RiverEdge CDD2
475 West Town Place, Suite 114
St. Augustine, Florida 32092

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This invoice is for troubleshooting and the replacement of a faulty loop detector.

Subtotal          $311.00
Sales Tax (6.5%)   $9.17
Total              $320.17
Payments/Deposits  $0.00
Balance Due        $320.17

Thank you. We appreciate your business.
Please mail your remittance to:

Dade Paper & Bag, LLC
dba Imperial Dade
4102-7 BULLS BAY HWY.
JACKSONVILLE, FL 32219

JACKSONVILLE, FL

PHONE (904) 783-9490 FAX (904) 783-4181

INVOICE

SOLD TO
RIVERS EDGE CDD
RIVERTOWN
475 W TOWN PLACE STE 114
ST AUGUSTINE, FL 32086, USA

CONTACT: DANIEL LAUGHLIN PHONE: 9049405888

SHIPPED TO
RIVERS EDGE CDD II
RIVERS EDGE CDD
160 RIVERGLADE RUN
ST JOHNS, FL 32259, USA

SON DAVIDSON

<table>
<thead>
<tr>
<th>ORDER NO.</th>
<th>ORDER DATE</th>
<th>INVOICE NO.</th>
<th>INVOICE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>632761</td>
<td>06/12/19</td>
<td>13759886</td>
<td>06/14/19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CUSTOMER NO.</th>
<th>SHIP DATE</th>
<th>SOURCE</th>
<th>PAGE</th>
<th>CS REF</th>
</tr>
</thead>
<tbody>
<tr>
<td>541626</td>
<td>06/14/19</td>
<td>95</td>
<td>1</td>
<td>9751</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRODUCT NUMBER</th>
<th>QUANTITY SHIPPED</th>
<th>QUANTITY ORDERED</th>
<th>UNIT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>376131</td>
<td>2</td>
<td>2</td>
<td>CASE 321 374 HARMONY PRO 2PLY PREM BATH TISSUE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PACK SIZE</th>
<th>CUBE WEIGHT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>96/400/9.2/50</td>
<td>31.45</td>
<td>62.90</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ROUTE</th>
<th>STOP</th>
<th>SHIP VIA</th>
<th>P.O. CONTRACT NO.</th>
<th>ACCT REP</th>
<th>TAX CODE</th>
<th>TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>34</td>
<td>14</td>
<td>DUR TRUCK</td>
<td>6.12.19</td>
<td>541</td>
<td>50</td>
<td>NET 30 DAYS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION REF.</th>
<th>PACK / SIZE</th>
<th>CUBE / WEIGHT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>31.45</td>
<td>62.90</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAXABLE ITEMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CUBE</td>
</tr>
<tr>
<td>TOTAL WEIGHT</td>
</tr>
<tr>
<td>TOTAL PIECES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>62.90</th>
</tr>
</thead>
</table>

1 MONTH LATE PAYMENT CHARGE.

SER AGREES TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE FEES. PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT ON GOD'S STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR CONTROL INCLUDING REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED PRICE. PURCHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING 1% DEPOSIT.

RECEIVED

1/L/18

RECEIVED BY

Marty Pr

NAME DATE

RECEIVED BY SIGNATURE X

RECEIVED BY PRINT NAME DATE

NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE.
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>QUANTITY SHIPPED</th>
<th>UNIT DESCRIPTION</th>
<th>PACK / SIZE</th>
<th>CUBE / WEIGHT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 CASE XTREME TUFF 40 X 48 BLK LD 2 MIL/1NR 45 GAL</td>
<td>100</td>
<td>6.24</td>
<td>25.56</td>
<td>25.56</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>1 CASE VIC BAY STAINLESS STEEL POLISHWATER BABE 1</td>
<td>12/13</td>
<td>0.00</td>
<td>77.37</td>
<td>0.00</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

25.56

**RECO 2 JANITORIAL SUPPLIES**
Please mail your remittance to:  
Made Paper & Bag, LLC  
102-7 BILLS BAY HWY.  
JACKSONVILLE, FL 32247  

RIVERS EDGE CDD  
HIBERTOWN  
475 W TOWN PLACE BTE 114  
ST AUGUSTINE, FL 32086, USA  

RIVERS EDGE CDD II  
RIVERS EDGE CDD  
120 RIVERGLADE RUN  
ST JOHNS, FL 32259 - USA  

SPECIAL INSTRUCTIONS  

QUANTITY  
SHIPPED  
ORDERED  

DESCRIPTION  
1 CASE VIC BAY STAINLESS STEEL POLISH/WATER BASE 1  

PACK / SIZE  
CUBE / WEIGHT  
UNIT PRICE  
AMOUNT  

DATE PAYMENT CHARGE, USE TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE  
PPICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT  
GOODS STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR  
ING REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED  
CHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING  

34  
16 OUR TRUCK  
E / V  

TAXABLE ITEMS  
RECEIVED BY SIGNATURE X  
RECEIVED BY PRINT NAME  
DATE  

TOTAL CUBE ▲ 0 . 5  
SUB TOTAL  
TOTAL WEIGHT ▲ 1 . 7  
0 . 3  
TOTAL PIECES ▲ 1  
77 . 3  
TOTAL ▲ 77 . 3  

0 . 9  
FREIGHT  
C . 3  

NO SHORTAGE OR LOSS ALLOWED AFTER SIGNING OF THIS INVOICE  

RECEIVED  
AUG 07 2019  

By
Designers & Consultants of Security, Fire, Access & CC TV Systems

BILL TO:
Rivers Edge CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

160 Riverglade Run
St. John, Florida 32259

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Repaired rear gate to dock wire due to landscape company damaging wires. Verified gate was working properly. Also had to reset access control power supply due to lightning strike locking unit up. Reset thermal breakers and re-energized power supply. All devices working properly.</td>
<td>75.00</td>
<td>150.00</td>
</tr>
<tr>
<td>1</td>
<td>Trip Fee</td>
<td>75.00</td>
<td>75.00</td>
</tr>
<tr>
<td></td>
<td>Sales Tax</td>
<td>7.00%</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Approved RECDD II
Jason Davidson

Thank you for your business.

TOTAL $225.00
Hi Daniel,

Please see below for Sept. RE CDD II. Thank you!

Marcy Pollicino
Lifestyle Director
RiverTown
160 RiverGlade Run
Saint Johns FL, 32259
P: 904.679.5523
www.VestaPropertyServices.com

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From: Eric Alabiso <ericalabiso@gmail.com>
Sent: Tuesday, July 23, 2019 11:39 AM
To: Marcy Pollicino <mpollicino@vestapropertyservices.com>
Subject: Re: Invoice

Marcy,

Invoice for services of entertainment by Eric Alabiso performing September 6th 2019, 5:30 to 8:00pm for RiverTown Food Truck Friday for a fee of $175.

Please make check payable to:

Checks are payable to:

Eric Alabiso
2054 Riverside Ave Apt 6301
Jacksonville, Florida 32204-4448
Thank you,

Eric Alabiso
Coastal Acoustic Music
904-501-0499

Marcy Pollicino
<mpollicino@vestapropertyservices.com>

to me

On Tue, Jul 23, 2019 at 10:59 AM Marcy Pollicino
<mpollicino@vestapropertyservices.com> wrote:

Hi Eric,

Can you please forward me an invoice for Sept? Thank you!

Marcy Pollicino
Lifestyle Director
RiverTown
160 RiverGlade Run
Saint Johns FL, 32259
P: 904.679.5523
www.VestaPropertyServices.com

CONFIDENTIALITY NOTICE: This email, and any attachment(s) to it, is intended only for the use of the individual/entity addressed herein and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Be advised that any dissemination, distribution, or copying of this information (including any attachments) is strictly prohibited (without prior consent). If you have received this e-mail in error, please immediately return it to the sender and delete it from your system.

--

Eric Alabiso
904-501-0499
Coastal Acoustic Music
FLORIDA PRO COATING INC.
3732 Adirolf Rd.
Jacksonville Fl 32207

Phone: 904-759-0183 / 904-683-0627
Fax: 904-683-0635
E-mail: floridaprocoatinginc@gmail.com

Owner: Mattamy Homes <RiverEdgeLDD>
Project Mgr: David Provost <David.Provost@mattamycorp.com>

Location: Club House at Rivertown
Scope of work: Drywall
Model plans:

FLORIDA PRO COATING, INC. Please note: This invoice is for work completed; We have supplied the labor, equipment, materials, tools and proper supervision to complete the above referenced project for the price(s) listed below as per plans and specs that contractor has provided.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Install 5/8 fire code drywall.</td>
<td></td>
<td></td>
<td>$3,890.00</td>
</tr>
<tr>
<td>2. Install ceiling tile 5/8 fire code</td>
<td></td>
<td></td>
<td>$2,340.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$6,230.00</td>
</tr>
</tbody>
</table>

Additional Remarks: Payment due upon receipt. Thank you for your business.

Builder signature: ____________________________
Date: ____________________________

Florida Pro Coating Inc 3732 Adirolf Rd Jacksonville Fl, 32207 Office # 904-759-0183 Fax # 904-683-0635
Florida Tax Search, Inc.  
8710 Hunters Creek Drive South  
Jacksonville, Florida 32256  
904-655-9109

**INVOICE NO.** 123  
**1/22/2019**

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Entertainment for 9/7/2019 neighborhood event by band North of 40</td>
<td>600</td>
<td>600</td>
</tr>
</tbody>
</table>

**SUBTOTAL**  
600

**SALES TAX**  
0

**SHIPPING & HANDLING**  
0

**TOTAL DUE BY DATE**  
600

Thank you for your business!
Governmental Management Services, LLC  
1001 Bradford Way  
Kingston, TN 37763

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours/Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Fees - August 2019</td>
<td>2,500.00</td>
<td>2,500.00</td>
<td></td>
</tr>
<tr>
<td>Information Technology - August 2019</td>
<td>100.00</td>
<td>100.00</td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>12.95</td>
<td>12.95</td>
<td></td>
</tr>
<tr>
<td>Copies</td>
<td>117.60</td>
<td>117.60</td>
<td></td>
</tr>
</tbody>
</table>

Total                                      $2,730.55

Payments/Credits                           $0.00

Balance Due                                $2,730.55
Rivers Edge II CDD  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Boundary Amendment  
RE2CDD 00105 JLK

FOR PROFESSIONAL SERVICES RENDERED

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/21/19</td>
<td>LMF</td>
<td>Review boundary amendment petition and exhibits to note what is needed.</td>
<td>0.90 hrs</td>
</tr>
<tr>
<td>06/03/19</td>
<td>KEM</td>
<td>Prepare petition to amend boundaries; research landowner deed.</td>
<td>0.30 hrs</td>
</tr>
<tr>
<td>06/03/19</td>
<td>JLK</td>
<td>Review updated legal questions and confer with Gentry; review updated petition and SERC documents.</td>
<td>0.50 hrs</td>
</tr>
<tr>
<td>06/03/19</td>
<td>LMG</td>
<td>Revise boundary amendment petition; conference with Stilwell regarding boundary legal descriptions; revise SERC; correspondence with Perry and Kilinski regarding same.</td>
<td>2.30 hrs</td>
</tr>
<tr>
<td>06/03/19</td>
<td>LMF</td>
<td>Finalize petition; research St. Johns County requirements regarding property deed; confer with Ibarra regarding same.</td>
<td>0.50 hrs</td>
</tr>
<tr>
<td>06/04/19</td>
<td>JLK</td>
<td>Review petition and update documents for same; confer regarding metes/bounds and submittal requirements and update same.</td>
<td>0.80 hrs</td>
</tr>
<tr>
<td>06/04/19</td>
<td>LMG</td>
<td>Compile boundary amendment petition notebook for review.</td>
<td>1.10 hrs</td>
</tr>
<tr>
<td>06/05/19</td>
<td>ACW</td>
<td>Finalize boundary amendment petition for filing.</td>
<td>0.70 hrs</td>
</tr>
<tr>
<td>06/05/19</td>
<td>LMG</td>
<td>Multiple conferences with Willson and Fiore regarding boundary amendment petition; respond to emails regarding same; review final mailings.</td>
<td>0.80 hrs</td>
</tr>
<tr>
<td>06/05/19</td>
<td>LMF</td>
<td>Prepare letters to county regarding filing of boundary amendment petition; confer with Gentry regarding petition; prepare larger exhibit maps for petition binder copies; research St. Johns county filing procedures; review final form of PDF.</td>
<td>1.20 hrs</td>
</tr>
<tr>
<td>06/06/19</td>
<td>LMG</td>
<td>Review boundary amendment binders and update exhibits; draft resolution ratifying boundary amendment petition.</td>
<td>1.10 hrs</td>
</tr>
<tr>
<td>06/07/19</td>
<td>LMG</td>
<td>Send email correspondence regarding completed boundary amendment petitions.</td>
<td>0.20 hrs</td>
</tr>
<tr>
<td>06/10/19</td>
<td>LMG</td>
<td>Revise boundary amendment ratification resolution; print copies for meeting.</td>
<td>0.40 hrs</td>
</tr>
<tr>
<td>06/13/19</td>
<td>JLK</td>
<td>Review SJC inquiry and respond to same.</td>
<td>0.40 hrs</td>
</tr>
</tbody>
</table>
06/17/19  LMG  Correspondence with Stilwell regarding apartment parcel.  

Total fees for this matter  $2,602.00

**DISBURSEMENTS**

- Document Reproduction  $149.25
- United Parcel Service  $119.80

Total disbursements for this matter  $269.05

**MATTER SUMMARY**

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate/hr</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willson, Alyssa C.</td>
<td>0.70</td>
<td>245/hr</td>
<td>$171.50</td>
</tr>
<tr>
<td>Kilinski, Jennifer L.</td>
<td>1.70</td>
<td>275/hr</td>
<td>$467.50</td>
</tr>
<tr>
<td>Ibarra, Katherine E. - Paralegal</td>
<td>0.30</td>
<td>170/hr</td>
<td>$51.00</td>
</tr>
<tr>
<td>Fiore, Lydia M. - Paralegal</td>
<td>2.60</td>
<td>170/hr</td>
<td>$442.00</td>
</tr>
<tr>
<td>Gentry, Lauren M.</td>
<td>6.00</td>
<td>245/hr</td>
<td>$1,470.00</td>
</tr>
</tbody>
</table>

TOTAL FEES  $2,602.00
TOTAL DISBURSEMENTS  $269.05

**TOTAL CHARGES FOR THIS MATTER**  $2,871.05

**BILLING SUMMARY**

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate/hr</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Willson, Alyssa C.</td>
<td>0.70</td>
<td>245/hr</td>
<td>$171.50</td>
</tr>
<tr>
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<td>1.70</td>
<td>275/hr</td>
<td>$467.50</td>
</tr>
<tr>
<td>Ibarra, Katherine E. - Paralegal</td>
<td>0.30</td>
<td>170/hr</td>
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<tr>
<td>Fiore, Lydia M. - Paralegal</td>
<td>2.60</td>
<td>170/hr</td>
<td>$442.00</td>
</tr>
<tr>
<td>Gentry, Lauren M.</td>
<td>6.00</td>
<td>245/hr</td>
<td>$1,470.00</td>
</tr>
</tbody>
</table>

TOTAL FEES  $2,602.00
TOTAL DISBURSEMENTS  $269.05

**TOTAL CHARGES FOR THIS BILL**  $2,871.05

Please include the bill number on your check.
STATEMENT
July 16, 2019

Rivers Edge II CDD
C/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

General Counsel
RE2CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/03/19</td>
<td>Review CE comments and questions regarding construction easement; transmit</td>
<td>0.50</td>
</tr>
<tr>
<td></td>
<td>information on same.</td>
<td></td>
</tr>
<tr>
<td>06/06/19</td>
<td>Review TA and provide comments; begin review of ratification of boundary</td>
<td>0.70</td>
</tr>
<tr>
<td></td>
<td>amendment resolution and confer with staff on same.</td>
<td></td>
</tr>
<tr>
<td>06/07/19</td>
<td>Review audit request and respond to same.</td>
<td>0.20</td>
</tr>
<tr>
<td>06/07/19</td>
<td>Review agenda; prepare for meeting.</td>
<td>0.50</td>
</tr>
<tr>
<td>06/07/19</td>
<td>Prepare update to auditor letter response fiscal year end 2018.</td>
<td>0.80</td>
</tr>
<tr>
<td>06/10/19</td>
<td>Review agenda package and prepare for board meeting; conference call on</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td>various CDD issues and budget.</td>
<td></td>
</tr>
<tr>
<td>06/11/19</td>
<td>Travel to and from and attend board meeting.</td>
<td>3.90</td>
</tr>
<tr>
<td>06/18/19</td>
<td>Review TA and provide comments to same; confer regarding validation</td>
<td>0.90</td>
</tr>
<tr>
<td></td>
<td>resolution and engagement letters; confer regarding 170.03 resolution and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>requisite notices for same.</td>
<td></td>
</tr>
<tr>
<td>06/19/19</td>
<td>Continue research, drafting and negotiation of ADA documents, agreements,</td>
<td>0.40</td>
</tr>
<tr>
<td></td>
<td>accessibility policy and technology agreement and disseminate same to DM.</td>
<td></td>
</tr>
<tr>
<td>06/19/19</td>
<td>Draft budget funding agreement and appropriation resolution.</td>
<td>0.50</td>
</tr>
<tr>
<td>06/25/19</td>
<td>Transmit exhibit for boundary amendment resolution.</td>
<td>0.10</td>
</tr>
</tbody>
</table>

Total fees for this matter $2,495.50

DISBURSEMENTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Reproduction</td>
<td>36.50</td>
</tr>
<tr>
<td>Travel</td>
<td>240.19</td>
</tr>
<tr>
<td>Travel - Meals</td>
<td>8.65</td>
</tr>
</tbody>
</table>

Total disbursements for this matter $285.34
**MATTER SUMMARY**

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Papp, Annie M. - Paralegal</td>
<td>0.80</td>
<td>170 /hr</td>
<td>$136.00</td>
</tr>
<tr>
<td>Kilinski, Jennifer L.</td>
<td>7.60</td>
<td>275 /hr</td>
<td>$2,090.00</td>
</tr>
<tr>
<td>Gentry, Lauren M.</td>
<td>1.10</td>
<td>245 /hr</td>
<td>$269.50</td>
</tr>
</tbody>
</table>

**TOTAL FEES** $2,495.50  
**TOTAL DISBURSEMENTS** $285.34  
**INTEREST CHARGE ON PAST DUE BALANCE** $38.59

**TOTAL CHARGES FOR THIS MATTER** $2,819.43

**BILLING SUMMARY**

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Papp, Annie M. - Paralegal</td>
<td>0.80</td>
<td>170 /hr</td>
<td>$136.00</td>
</tr>
<tr>
<td>Kilinski, Jennifer L.</td>
<td>7.60</td>
<td>275 /hr</td>
<td>$2,090.00</td>
</tr>
<tr>
<td>Gentry, Lauren M.</td>
<td>1.10</td>
<td>245 /hr</td>
<td>$269.50</td>
</tr>
</tbody>
</table>

**TOTAL FEES** $2,495.50  
**TOTAL DISBURSEMENTS** $285.34  
**INTEREST CHARGE ON PAST DUE BALANCE** $38.59

**TOTAL CHARGES FOR THIS BILL** $2,819.43

*Please include the bill number on your check.*
Rivers Edge II CDD  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Bond Validation  
RE2CDD 00102  JLK

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/19/19</td>
<td>Print indentures, bond resolution, and review checklists.</td>
<td>0.30</td>
<td>245</td>
<td>735</td>
</tr>
<tr>
<td>06/20/19</td>
<td>Review bond resolution and master indenture.</td>
<td>0.80</td>
<td>245</td>
<td>196</td>
</tr>
<tr>
<td>06/24/19</td>
<td>Review master indenture; research regarding indenture language.</td>
<td>3.10</td>
<td>245</td>
<td>759</td>
</tr>
<tr>
<td>06/28/19</td>
<td>Review bond resolution and provide comments.</td>
<td>0.50</td>
<td>245</td>
<td>122</td>
</tr>
</tbody>
</table>

Total fees for this matter: $1,151.50

**MATTER SUMMARY**

| Gentry, Lauren M. | 4.70 hrs | 245 /hr | $1,151.50 |

**TOTAL FEES**

|                  | $1,151.50 |

**INTEREST CHARGE ON PAST DUE BALANCE**

|                  | $13.46    |

**TOTAL CHARGES FOR THIS MATTER**

|                  | $1,164.96 |

**BILLING SUMMARY**

| Gentry, Lauren M. | 4.70 hrs | 245 /hr | $1,151.50 |

**TOTAL FEES**

|                  | $1,151.50 |

**INTEREST CHARGE ON PAST DUE BALANCE**

|                  | $13.46    |

**TOTAL CHARGES FOR THIS BILL**

|                  | $1,164.96 |

Please include the bill number on your check.
Remit Payment to:
**Kristina Aranilla**  
7746 Sunnydale Lane  
Jacksonville, FL 32256

(904) 652-7343  
Kristina.aranillamusic@gmail.com

**Event:**  
Live Music: RiverClub

**Location:**  
160 Riverglade Run  
St. Johns, FL 32259

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Time</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/2/19</td>
<td>Live Music: Kristina</td>
<td>2-hour session (6 to 8 p.m.)</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td>Aranilla</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $200.00
INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

Attention: Rivers Edge CDD
Address: 140 Landing Street, St. Johns FL 32259

Event Date: 9/13/19
Invoice Number: 789

<table>
<thead>
<tr>
<th>Description</th>
<th>Length</th>
<th>Time</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DJ Ross Trivia</td>
<td>2 Hours</td>
<td>7pm - 9pm</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

Due by September 13th  

$250.00

RECEIVED  
JUL 23 2019
INVOICE

Attention: Rivers Edge CDD
Address: 140 Landing Street, St. Johns FL 32259

Event Date: 8/16/19
Invoice Number: 757

<table>
<thead>
<tr>
<th>Description</th>
<th>Length</th>
<th>Time</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DJ Ross</td>
<td>2 hours</td>
<td>7pm - 9pm</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

Balance Due by August 16th, 2019 $250.00

RECEIVED
JUL 16 2019
By
**Bill To**
Rivers Edge CDD
Government Management Services
475 West Town Place Suite 114
St. Augustine FL 32092

**Ship To**
River Club
160 Riverglade Run
St. Augustine FL 32092

<table>
<thead>
<tr>
<th>Item ID</th>
<th>Description</th>
<th>Qty</th>
<th>Units</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WM-CHEM-BASE</td>
<td>Water Management Seasonal Billing Rate</td>
<td>1</td>
<td>ea</td>
<td>675.00</td>
</tr>
</tbody>
</table>

**Remittance Slip**

**Amount Due** $675.00
**Amount Paid**

Make Checks Payable To
PoolSure
PO Box 55372
Houston, TX 77255-5372
February 26, 201

Marcy Pollicino
Vesta Corporate Office
140 Landing Street
St. Johns, FL 32259

INVOICE NO: 90119

PAYEE: PRINCE PELE’S POLYNESIAN REVUE
    Blesila Fuata
    1132 Hyacinth St.
    St. Augustine, FL 32092

FEDERAL EMPLOYER ID NUMBER: 59-6587125 (SOLE PROPRIETOR)

TYPE OF SERVICE: Entertainment for RIVERTOWN RESIDENCE Labor Day Weekend

FEE FOR SERVICES RENDERED: $1,675.00

DEPOSIT $ 800.00 (Due by March 29, 2019)

BALANCE: $ 875.00 DUE ON DATE OF EVENT

DATE OF SERVICE (to be) PERFORM (ed): September 01, 2019
Rivers Edge CDD  
c/o Governmental Management Services, LLC  
Attention: Bernadette Peregrino  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Project No: 113094.70  
Invoice No: 42388

---

**Fee and Expense Billing**

**Reimbursable Expenses**

<table>
<thead>
<tr>
<th>Blueprint/Reproduction</th>
<th>3.90</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Reimbursables</strong></td>
<td>1.15 times 3.90</td>
</tr>
</tbody>
</table>

**Total this Task** $4.49

---

**Task 1: O & M**

For services including boundary amendment coordination work with staff and surveyor and attendance at June CDD meeting.

**Professional Personnel**

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Planner/Project Researcher</td>
<td>5.00</td>
<td>185.00</td>
<td>925.00</td>
</tr>
<tr>
<td></td>
<td>5.00</td>
<td>130.00</td>
<td>650.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>10.00</td>
<td></td>
<td>1,575.00</td>
</tr>
</tbody>
</table>

**Total Labor** $1,575.00

**Total this Task** $1,575.00

**Total this Invoice** $1,579.49

---

**Outstanding Invoices**

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>41950</td>
<td>6/17/2019</td>
<td>2,359.75</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>2,359.75</strong></td>
</tr>
</tbody>
</table>

---

July 25, 2019

13901 Sutton Park Drive South, Suite 200 | Jacksonville, FL 32224-0229 | 904.739.3855 | www.prosserinc.com
We appreciate your business.

So that we may serve you better, please remit the amount due. New business is dependent on prompt payments. Please include the remittance stub and input your account number on your check. Thank you.
NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors ("Board") of the Rivers Edge II Community Development District will hold a regular meeting on Monday, July 22, 2019 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 WEST TOWN PLACE SUITE 114, St. Augustine, Florida 32259 (and phone (904) 94-05850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

James Perry
District Manager
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JULIA KERTI who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF INTENT in the matter of BOS REG MTG 7/17/19 was published in said newspaper on 07/10/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this __ day of __ 2019

By: ___________________________ who is personally known to me or who has produced as identification

Kimberly M. Reese  
(Signature of Notary Public)

Notary Public State of Florida  
Kimberly M Reese  
My Commission GG 312209  
Expires 03/17/2023
The St. Augustine Record

Send Payments to:
The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Acct: 34435
Phone: 8652382622
E-Mail: 

Client: RIVERS EDGE II CDD

Name: RIVERS EDGE II CDD
Address: 475 WEST TOWN PLACE SUITE 114

City: SAINT AUGUSTINE
State: FL
Zip: 32092

Ad Number: 0003195033-01
Caller: COURTNEY HOGGE
Paytype: BILL
Stop: 08/02/2019

Start: 07/26/2019
Issues: 2
Rep: Melissa Rhinehart

Placemant: SA Legals
Copy Line: RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGETS; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Rivers Edge II Community Development District ("District") will hold a public hearing on August 21, 2019 at 5:30 p.m. at the RiverTown Amenity Center, 166 Landing Street, St. Johns, Florida 32259 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budgets may be obtained at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager’s Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the agenda of the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager’s Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
District Manager
0003195033 July 30, 2019, Aug. 2, 2019
THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE II CDD
475 WEST TOWN PLACE SUITE 114
SAINT AUGUSTINE, FL 32082

ACCT: 34435
AD#: 0003195033-01
PO#: 06/18/2021

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF HEARING in the matter of Notice of Public Hearing on Budgets was published in said newspaper on 07/26/2019, 08/02/2019.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this 2 Aug 2019

by TIFFANY M. LOWE
who is personally known to me or who has produced as identification

(Signature of Notary Public)
New Invoice

$550.00 due on July 25, 2019

Pay Invoice

Stephen Quinn Band
Invoice #000015
July 25, 2019

Bill To
River Town
River Town
mpollicino@vestapropertyservices.com
+1 (904) 679-5523
160 Riverglade Run
Saint Johns, Florida 32259

We appreciate your business.

Custom Amount

$550.00

Subtotal

$550.00

Total Due

$550.00
We are pleased to provide the following pricing for the Railings Repairs at the River Town River Club located on Riverglade Run.

All listed repairs in this proposal are shown visually in the attached pictures from our site visit on Friday 5/31/19. Photo of each area are Noted in the scope of the repair per picture # from the attachment.

Note to Customer:
Some of the "Loose Post" Conditions are from normal wear & tear in such high traffic areas. The Greater portion of the "Loose Posts" are likely due to substrate erosion from Pressure washing the Paver areas along with our Heavy Florida rains.

Correction will be as follows:
- Loose Posts will be Chipped out & Reset w/ 12" Deep concrete footing into earth up to the bottom of the sand paver base
- All Removed Pavers adjacent to post Hole will be set in non shrink grout to protect the substrate/concrete footing & solidify the paver surface

All Areas requiring Concrete or Grout repair at Railing Posts will be Closed from Pedestrian Traffic for No less than 24 Hours to allow proper setting time for Concrete & anchoring Epoxies/Cements

8-1 : South ADA POOL Ramp
- Remove All Railings(2 total Rails 8 total Posts)
- Reset all Posts in New Concrete Footing(12" Embed Minimum)
- Reset all Pavers in Grout Top off hole at post Locations

9-1 : Dock Gate Issue: Hinge Post Loose from Misuse
- Remove Gate, Chip out & Reset Hinge Post in Min 24" Concrete Embed(80# Fast Set Concrete)
- Set Posts to have Clear Opening of 47-1/2"
- Block off Opening for 24 hour to allow concrete cure (Temporary Closure panel w/ Signage)
- Re Install Gate

Total Repair Cost: $1,950.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>We are pleased to provide the following pricing for the Railings Repairs at</td>
<td>1,950.00</td>
</tr>
<tr>
<td>the River Town River Club located on Riverglade Run. All listed repairs in</td>
<td></td>
</tr>
<tr>
<td>this proposal are shown visually in the attached pictures from our site visit</td>
<td></td>
</tr>
<tr>
<td>on Friday 5/31/19. Photo of each area are Noted in the scope of the repair</td>
<td></td>
</tr>
<tr>
<td>per picture # from the attachment. Note to Customer: Some of the &quot;Loose</td>
<td></td>
</tr>
<tr>
<td>Post&quot; Conditions are from normal wear &amp; tear in such high traffic areas.</td>
<td></td>
</tr>
<tr>
<td>The Greater portion of the &quot;Loose Posts&quot; are likely due to substrate</td>
<td></td>
</tr>
<tr>
<td>erosion from Pressure washing the Paver areas along with our Heavy Florida</td>
<td></td>
</tr>
<tr>
<td>rains. Correction will be as follows: - Loose Posts will be Chipped out &amp;</td>
<td></td>
</tr>
<tr>
<td>Reset w/ 12&quot; Deep concrete footing into earth up to the bottom of the sand</td>
<td></td>
</tr>
<tr>
<td>paver base - All Removed Pavers adjacent to post Hole will be set in non</td>
<td></td>
</tr>
<tr>
<td>shrink grout to protect the substrate/concrete footing &amp; solidify the paver</td>
<td></td>
</tr>
<tr>
<td>surface - All Areas requiring Concrete or Grout repair at Railing Posts</td>
<td></td>
</tr>
<tr>
<td>will be Closed from Pedestrian Traffic for No less than 24 Hours to allow</td>
<td></td>
</tr>
<tr>
<td>proper setting time for Concrete &amp; anchoring Epoxies/Cements. 8-1 : South</td>
<td></td>
</tr>
<tr>
<td>ADA POOL Ramp - Remove All Railings(2 total Rails 8 total Posts) - Reset</td>
<td></td>
</tr>
<tr>
<td>all Posts in New Concrete Footing(12&quot; Embed Minimum) - Reset all Pavers</td>
<td></td>
</tr>
<tr>
<td>in Grout Top off hole at post Locations 9-1 : Dock Gate Issue: Hinge Post</td>
<td></td>
</tr>
<tr>
<td>Loose from Misuse - Remove Gate, Chip out &amp; Reset Hinge Post in Min 24&quot;</td>
<td></td>
</tr>
<tr>
<td>Concrete Embed(80# Fast Set Concrete) - Set Posts to have Clear Opening</td>
<td></td>
</tr>
<tr>
<td>of 47-1/2&quot; - Block off Opening for 24 hour to allow concrete cure (Temporary</td>
<td></td>
</tr>
<tr>
<td>Closure panel w/ Signage) - Re Install Gate Total Repair Cost: $1,950.00</td>
<td></td>
</tr>
</tbody>
</table>

Approved RECDD II Repair and Replacement
Jason D. Davidson

davidson terri@sterlingspecialtiesinc.com

| Total            | $1,950.00 |
| Payments/Credits | $0.00     |
| Total Balance Due| $1,950.00 |
Service Slip/Invoice

INVOICE: 5946200
DATE: 7/10/2019
ORDER: 5946200

Work Location [275347] 904-879-5733
River Club (RECDD 2)
Robert Beladi
160 Riverglade Run
Saint Johns, FL 32259

Rivers Edge CDD
Jason Davidson
475 West Town Place
Suite 114
Saint Augustine, FL 32092-3648

Work Date  Time  Target Pest  Technician  Time In
7/10/2019  02:04 PM  ANTS, FIRE ANT, MICE,  CENTERWOOD

Purchase Order  Terms  Last Service  Map Code  Time Out
NET 30  7/10/2019

Service Description  Price
CPCM
Commercial Pest Control - Monthly Service  95.00

Approved RECDD 2
Pest Control
Jason Davidson

95.00
SUBTOTAL
95.00

AMOUNT DUE
95.00

BY

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection. I hereby acknowledge the satisfaction of completion of all services rendered and agree to pay the cost of services as specified above.
BILL TO

RiverTown
Rivers Edge Shared CDD
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract August 2019

Invoice Notes:

Thank you for your business!

AMOUNT

$36,173.65

AMOUNT DUE THIS INVOICE

$36,173.65
Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Bill To
Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

Invoice

| Invoice # | 358760 |
| Date      | 8/1/2019 |
| Terms     | Net 30 |
| Due Date  | 8/31/2019 |
| Memo      | Rivers Edge CDDII |

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Operations Manager</td>
<td>1</td>
<td>2,565.00</td>
<td>2,565.00</td>
</tr>
<tr>
<td>General &amp; Lifestyle Manager</td>
<td>1</td>
<td>5,246.33</td>
<td>5,246.33</td>
</tr>
<tr>
<td>Guest Services</td>
<td>1</td>
<td>5,186.85</td>
<td>5,186.85</td>
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<tr>
<td>Community Maint Staff</td>
<td>1</td>
<td>2,330.32</td>
<td>2,330.32</td>
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<tr>
<td>Pool Maintenance</td>
<td>1</td>
<td>1,163.67</td>
<td>1,163.67</td>
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<tr>
<td>Janitorial Maintenance</td>
<td>1</td>
<td>2,438.17</td>
<td>2,438.17</td>
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<tr>
<td>Common Grounds Maintenance</td>
<td>1</td>
<td>1,939.45</td>
<td>1,939.45</td>
</tr>
</tbody>
</table>

Thank you for your business.

Total $20,891.79
# Credit Memo

**Vesta Property Services**  
Vesta  
245 Riverside Avenue  
Suite 250  
Jacksonville FL 32202

<table>
<thead>
<tr>
<th>Bill To</th>
<th></th>
</tr>
</thead>
</table>
| Rivers Edge C.D.D.  
c/o GMS, LLC  
475 West Town Place  
Suite 114  
St. Augustine FL 32092 |  |

**Project** | **PO #** |  |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
<th>Tax R...</th>
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<tbody>
<tr>
<td>Grouping Only</td>
<td>1</td>
<td>Refund for cafe items billed by error</td>
<td>1,538.25</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $1,538.25

Date | Credit #  
---|--------|
7/17/2019 | 116755

**RECEIVED**  
JUL 17 2019

By...
C.
# Check Run Summary

## July 31, 2019

<table>
<thead>
<tr>
<th>Fund</th>
<th>Date</th>
<th>Check No.</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>7/1/19</td>
<td>173</td>
<td>$800.00</td>
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<tr>
<td></td>
<td>7/9/19</td>
<td>174-192</td>
<td>$99,902.39</td>
</tr>
<tr>
<td></td>
<td>7/16/19</td>
<td>193</td>
<td>$450.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$101,152.39</strong></td>
</tr>
<tr>
<td>VENDOR NAME</td>
<td>EXPENSED TO</td>
<td>STATUS</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td>Antonio C. Burke</td>
<td>Band Performance</td>
<td>*</td>
<td>800.00</td>
</tr>
<tr>
<td>Bert Bowden</td>
<td>Music for Event</td>
<td>*</td>
<td>400.00</td>
</tr>
<tr>
<td>Big Z Pool Services  LLC</td>
<td>1/4&quot; Tubing for Gauges</td>
<td>*</td>
<td>15.00</td>
</tr>
<tr>
<td>Creative License International, LLC</td>
<td>Fabrication Agreement</td>
<td>*</td>
<td>335.00</td>
</tr>
<tr>
<td>Dade Paper &amp; Bag, LLC</td>
<td>Janitorial Supplies</td>
<td>*</td>
<td>174.78</td>
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<tr>
<td>Governmental Management Services</td>
<td>Office Supplies</td>
<td>*</td>
<td>2,500.00</td>
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<tr>
<td>Hopping Green &amp; Sams</td>
<td>Apr General Counsel</td>
<td>*</td>
<td>1,741.09</td>
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<td>Hopping Green &amp; Sams</td>
<td>Apr Boundary Amendment</td>
<td>*</td>
<td>673.00</td>
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<tr>
<td>Live Entertainment Solutions</td>
<td>Dj for Event 7/4/19</td>
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<td>450.00</td>
</tr>
<tr>
<td>Live Entertainment Solutions</td>
<td>Dj for Event 7/13/19</td>
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<td>Poolsure</td>
<td>June Pool Maintenance</td>
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<td>675.00</td>
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RED2 RIVERS EDGE II HSMITH
<table>
<thead>
<tr>
<th>CHECK #</th>
<th>VEND#</th>
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<th>STATUS</th>
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<th>AMOUNT</th>
<th>CHECK DATE</th>
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<tbody>
<tr>
<td>7/09/19</td>
<td>00020</td>
<td>2/25/19</td>
<td>9077</td>
<td>201906 320-57200-49400</td>
<td>PROGRESSIVE ENTERTAINMENT</td>
<td>*</td>
<td>530.00</td>
<td>530.00</td>
<td>6/28/19</td>
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<tr>
<td>7/09/19</td>
<td>00020</td>
<td>2/25/19</td>
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<td>530.00</td>
<td>7/26/19</td>
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<td>00020</td>
<td>2/27/19</td>
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<td>*</td>
<td>543.00</td>
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<td>7/09/19</td>
<td>00008</td>
<td>5/20/19</td>
<td>41768</td>
<td>201904 310-51300-31100</td>
<td>APR PROFESSIONAL SERVICES</td>
<td>*</td>
<td>1,571.30</td>
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<tr>
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<td>00012</td>
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<td>CS2019-2</td>
<td>201905 320-57200-49000</td>
<td>COST SHARE MASTER RW &amp; SW</td>
<td>*</td>
<td>87,805.00</td>
<td>87,805.00</td>
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<td>00011</td>
<td>5/08/19</td>
<td>5815115</td>
<td>201905 320-57200-43500</td>
<td>TURNER PEST CONTROL</td>
<td>*</td>
<td>95.00</td>
<td>95.00</td>
<td>5/08/19</td>
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<td>7/09/19</td>
<td>00051</td>
<td>4/30/19</td>
<td>443</td>
<td>201904 320-57200-46100</td>
<td>TREE REMOVAL FROM STORM</td>
<td>*</td>
<td>1,386.00</td>
<td>1,386.00</td>
<td>4/30/19</td>
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<tr>
<td>7/09/19</td>
<td>00010</td>
<td>4/30/19</td>
<td>356145</td>
<td>201904 320-57200-49400</td>
<td>MOVIE FOR STAR WARS NIGHT</td>
<td>*</td>
<td>9.59</td>
<td>9.59</td>
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<td>55-BID-4</td>
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<td>POOL PERMIT 55-60-1715655</td>
<td>*</td>
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<td>AMOUNT</td>
<td>....CHECK.....</td>
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<td>--------</td>
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<td>--------</td>
<td>---------</td>
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<tr>
<td>7/16/19</td>
<td>00062</td>
<td>6/24/19 13</td>
<td>201907 320-57200-49400</td>
<td>*</td>
<td>450.00</td>
<td>STEPHEN QUINN MUSIC</td>
<td>450.00</td>
<td>000193</td>
<td></td>
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</table>

TOTAL FOR BANK A 101,152.39
TOTAL FOR REGISTER 101,152.39
Antonio C. Burke, D.B.A. The 7 Street Band
7955 Diamond Leaf Drive South
JACKSONVILLE, FL. 32244
904.742.9478

INVOICE# 20190614

Today’s Date: 01/30/2019

CHARGE TO: Marcy Pollicino of Vesta Property Svc.
160 Riverglade Run
Saint Johns FL, 32259

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>PLACE</th>
<th>DISCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>BAND PERFORMANCE ON: June 14&lt;sup&gt;th&lt;/sup&gt;, 2019</td>
<td>RiverTown Ampitheater 160 Riverglade Run. St Johns Fl, 32259</td>
<td>Live Music Entertainment:</td>
<td>$800.00</td>
</tr>
</tbody>
</table>

Total: $800.00

REMIT PAYMENT TO:

Antonio C. Burke
7955 Diamond Leaf Dr, South
Jacksonville, FL 32244

[Received by: May 31, 2019]
Bert Bowden  
36 Waterfront Dr.  
St. Johns, FL 32259  
(904)610-2702  
Bjbowden22@gmail.com

---

**Invoice**

<table>
<thead>
<tr>
<th>Bill To</th>
<th>Contact</th>
<th>Venue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rivers Edge CDD</td>
<td>Marcy Pollicino</td>
<td>RiverTown Community</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical Entertainment for RiverTown Event</td>
<td>June 7, 2019</td>
<td>5:30-8:00 pm</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

This is for a Duo - Bert Bowden and Debbie Koerner

---

Total Due by 1/04/2019 $400.00

Thank you for your business!
Big Z Pool Service, LLC  
172 Stokes Landing Rd  
Saint Augustine, FL 32095 US  
(904)868-4660  
bigzpools@yahoo.com  
www.facebook.com/bigzpoolservice

**BILL TO**  
Rivertown Riverclub  
Rivers Edge CDD 475 West  
Town Place Suite 114 St.  
Augustine FL, 32092

---

**DATE**  
05/03/2019  
**PLEASE PAY**  
$15.00  
**DUE DATE**  
05/13/2019

<table>
<thead>
<tr>
<th>PRODUCT/SERVICE</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td>1</td>
<td>15.00</td>
<td>15.00</td>
</tr>
</tbody>
</table>

Thank you for your business!

**TOTAL DUE**  
$15.00

THANK YOU.

---

If you have any questions please give us a call at 904-868-4660!
Creative License International, LLC  
325 South 48th Street, Suite 111  
Tempe, AZ 85281  
480.777.3687

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
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</thead>
<tbody>
<tr>
<td>May 17, 2019</td>
<td>3829-1</td>
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</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Due on Receipt</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rep</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>WW</td>
<td>3829 Rivertown Clubhouse</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Fabrication</td>
<td>Total Invoice for Fabrication Agreement #3829 Mattamy Homes – Rivertown Clubhouse - Jacksonville, Florida</td>
<td>$335.00</td>
</tr>
<tr>
<td>St. Johns County, FL Sales Tax 6.5%</td>
<td></td>
<td>.2178-</td>
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</table>

(rem)  

*Tax exempt Form*

<table>
<thead>
<tr>
<th>Total</th>
<th>$356.78</th>
</tr>
</thead>
</table>
## Invoice

**Imperial Dade**

Dade Paper & Bag, LLC
dba Imperial Dade
distributed by Imperial Dade
4102-T Bull's Bay Hwy.
Jacksonville, FL 32219

**Contact:** Daniel Laughlin
Phone: 904-783-4181

---

**Sold To:**

Rivers Edge CDD
Rivertown
475 W Town Place Ste 114
St Augustine, FL 32082, USA

**Ship To:**

Rivers Edge CDD II
160 River Glade Run
St Johns, FL 32259, USA

**Special Instructions:**

- Route: University
- Stop: May 19
- Ship Via: Our Truck
- Order Date: 05/29/19
- PO/Contract No.: 541466
- A/C CT Rep: Brandon 610
- Tax Code: 13716610
- Terms: Net 30 Days

---

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Product Number</th>
<th>Quantity Shipped</th>
<th>Quantity Ordered</th>
<th>Unit Description</th>
<th>Pack/Size</th>
<th>Cubes/Weight</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>059300</td>
<td>2</td>
<td>2</td>
<td>2 CASE 24x32 X-HEAVY WHITE CAN LINER 15 GAL</td>
<td>8/25</td>
<td>.7/10</td>
<td>12.05</td>
<td>24.10</td>
</tr>
<tr>
<td>2</td>
<td>061043</td>
<td>4</td>
<td>4</td>
<td>2 CASE X-TREME TUFF 40x46 BLK LD 2 Mil/BR 45 GAL</td>
<td>100</td>
<td>2.5/78</td>
<td>25.60</td>
<td>102.40</td>
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<tr>
<td>3</td>
<td>346019</td>
<td>2</td>
<td>2</td>
<td>2 CASE MBS40A TORK UNIVER BLACK M-FOLD 9.5x9.125 4</td>
<td>16/250</td>
<td>3/38</td>
<td>24.14</td>
<td>48.28</td>
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</table>

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**RECO II JANITORIAL SUPPLIES**

**Received:**

May 31 2019

1.5% per month late payment charge.
Purchaser agrees to pay highest interest rate/collection cost & reasonable attorneys fees. Pricing errors subject to correction. Delivery contingent upon acts of God/strikes/transportation delays/other acts beyond our control, including refusal of manufacturer to deliver products at agreed upon price. Purchaser agrees to rescind order/contract by accepting return of deposit.

---

**TAXABLE ITEMS**

Received by: [Signature]
Date: [Date]

- **Total Cube:** 6.2
- **Total Weight:** 146
- **Total Pieces:** 8

**Grand Total:** 174.75

**NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE**
**Governmental Management Services, LLC**
1001 Bradford Way
Kingston, TN 37763

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

**Invoice**

- **Invoice #:** 12
- **Invoice Date:** 5/1/19
- **Due Date:** 5/1/19
- **Case:**
- **P.O. Number:**

---

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours/Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management Fees - May 2019 1:31:513:34</td>
<td>2,500.00</td>
<td>2,500.00</td>
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<tr>
<td>Information Technology - May 2019 1:31:513:351</td>
<td>100.00</td>
<td>100.00</td>
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<td>Office Supplies 1:31:513:51</td>
<td>0.20</td>
<td>0.20</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Hours/Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,600.20</strong></td>
</tr>
</tbody>
</table>

| Payments/Credits       | $0.00     |
| Balance Due            | **$2,600.20** |
May 14, 2019

Bill Number 107354
Billed through 04/30/2019

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

General Counsel
RE2CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

<table>
<thead>
<tr>
<th>Date</th>
<th>BY</th>
<th>Description</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/01/19</td>
<td>SRS</td>
<td>Continue research regarding ADA website accessibility</td>
<td>0.10</td>
</tr>
<tr>
<td>04/03/19</td>
<td>JLK</td>
<td>Update boundary amendment documents; review TA.</td>
<td>0.30</td>
</tr>
<tr>
<td>04/05/19</td>
<td>MGC</td>
<td>Review auditor letter.</td>
<td>0.20</td>
</tr>
<tr>
<td>04/05/19</td>
<td>APA</td>
<td>Prepare attorney response to auditor letter fiscal year end 2018.</td>
<td>0.40</td>
</tr>
<tr>
<td>04/15/19</td>
<td>LMG</td>
<td>Prepare for board meeting.</td>
<td>0.40</td>
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<tr>
<td>04/22/19</td>
<td>LMF</td>
<td>Prepare budget approval resolution.</td>
<td>0.70</td>
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<tr>
<td>04/24/19</td>
<td>LMF</td>
<td>Prepare budget documents.</td>
<td>0.50</td>
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<tr>
<td>04/30/19</td>
<td>JLK</td>
<td>Review and negotiate standard form of agreement for professional technological services.</td>
<td>0.10</td>
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<tr>
<td>04/30/19</td>
<td>CGS</td>
<td>Monitor proposed legislation which may impact district.</td>
<td>2.90</td>
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Total fees for this matter $1,702.50

MATTER SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Papp, Annie M. - Paralegal</td>
<td>0.40</td>
<td>170</td>
<td>68.00</td>
</tr>
<tr>
<td>Stuart, Cheryl G.</td>
<td>2.90</td>
<td>390</td>
<td>1,131.00</td>
</tr>
<tr>
<td>Kilinski, Jennifer L.</td>
<td>0.40</td>
<td>275</td>
<td>110.00</td>
</tr>
<tr>
<td>Fiore, Lydia M. - Paralegal</td>
<td>1.20</td>
<td>170</td>
<td>204.00</td>
</tr>
<tr>
<td>Gentry, Lauren M.</td>
<td>0.40</td>
<td>245</td>
<td>98.00</td>
</tr>
<tr>
<td>Collazo, Mike</td>
<td>0.20</td>
<td>335</td>
<td>67.00</td>
</tr>
<tr>
<td>Sandy, Sarah R.</td>
<td>0.10</td>
<td>245</td>
<td>24.50</td>
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</table>

TOTAL FEES $1,702.50

INTEREST CHARGE ON PAST DUE BALANCE $38.59
TOTAL CHARGES FOR THIS MATTER $1,741.09

BILLING SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
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<td>$68.00</td>
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<td>$1,131.00</td>
</tr>
<tr>
<td>Kilinski, Jennifer L.</td>
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<td>275</td>
<td>$110.00</td>
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<tr>
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<td>$204.00</td>
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<tr>
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<td>0.40</td>
<td>245</td>
<td>$98.00</td>
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<tr>
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<td>0.20</td>
<td>335</td>
<td>$67.00</td>
</tr>
<tr>
<td>Sandy, Sarah R.</td>
<td>0.10</td>
<td>245</td>
<td>$24.50</td>
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</table>

TOTAL FEES $1,702.50
INTEREST CHARGE ON PAST DUE BALANCE $38.59

TOTAL CHARGES FOR THIS BILL $1,741.09

Please include the bill number on your check.
May 14, 2019

Bill Number 107355
Billed through 04/30/2019

Boundary Amendment
RE2CDD 00105 JLK

FOR PROFESSIONAL SERVICES RENDERED

<table>
<thead>
<tr>
<th>Date</th>
<th>Code</th>
<th>Description</th>
<th>Hours</th>
<th>Rate/Per</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/09/19</td>
<td>JLK</td>
<td>Confer with engineer regarding status of legals and confer with DM on same.</td>
<td>0.30</td>
<td>hrs</td>
<td>275/hrs</td>
</tr>
<tr>
<td>04/10/19</td>
<td>JLK</td>
<td>Review and provide comments to SERC; confer with Stilwell on timing.</td>
<td>0.90</td>
<td>hrs</td>
<td></td>
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<tr>
<td>04/11/19</td>
<td>LMG</td>
<td>Review updated information; revise boundary amendment memorandum;</td>
<td>1.40</td>
<td>hrs</td>
<td>245/hrs</td>
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<tr>
<td></td>
<td></td>
<td>prepare itemized list of documentation still required.</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Total fees for this matter: $673.00

MATTER SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate/Per</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kilinski, Jennifer L.</td>
<td>1.20</td>
<td>275/hrs</td>
<td>$330.00</td>
</tr>
<tr>
<td>Gentry, Lauren M.</td>
<td>1.40</td>
<td>245/hrs</td>
<td>$343.00</td>
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TOTAL FEES: $673.00

TOTAL CHARGES FOR THIS MATTER: $673.00

BILLING SUMMARY

<table>
<thead>
<tr>
<th>Name</th>
<th>Hours</th>
<th>Rate/Per</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Kilinski, Jennifer L.</td>
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<td>275/hrs</td>
<td>$330.00</td>
</tr>
<tr>
<td>Gentry, Lauren M.</td>
<td>1.40</td>
<td>245/hrs</td>
<td>$343.00</td>
</tr>
</tbody>
</table>

TOTAL FEES: $673.00

TOTAL CHARGES FOR THIS BILL: $673.00

Please include the bill number on your check.
INVOICE

Attention: Rivers Edge CDD
Address: 140 Landing Street, St. Johns FL 32259

11925 Alden Trace Blvd N
Jacksonville FL 32246

Event Date: 7/4/19
Invoice Number: 677

<table>
<thead>
<tr>
<th>Description</th>
<th>Length</th>
<th>Time</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DJ Ross</td>
<td>3 Hours</td>
<td>11am - 2pm</td>
<td>$ 450.00</td>
</tr>
</tbody>
</table>

Due by April 19th

$ 450.00
INVOICE

Attention: Rivers Edge CDD
Address: 140 Landing Street, St. Johns FL 32259

Event Date: 7/13/19
Invoice Number: 728

<table>
<thead>
<tr>
<th>Description</th>
<th>Length</th>
<th>Time</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DJ Ross</td>
<td>2 Hours</td>
<td>12pm - 2pm</td>
<td>$250.00</td>
</tr>
</tbody>
</table>

Due by July 13th

$250.00

$250.00

TOTAL

$1,551.00

Received: MAY 31 2019

By
## Bill To
Rivers Edge CDD
Government Management Services
475 West Town Place suite 114
St. Augustine FL 32092

## Ship To
River Club
160 Riverglade Run
St. Augustine FL 32092

<table>
<thead>
<tr>
<th>Item ID</th>
<th>Description</th>
<th>Qty</th>
<th>Units</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>WM-CHEM-BASE</td>
<td>Water Management Seasonal Billing Rate</td>
<td>1</td>
<td>ea</td>
<td>675.00</td>
</tr>
</tbody>
</table>

Total Amount Due $675.00

Remittance Slip

Customer
13RIV030

Invoice #
131295585864

Amount Due $675.00
Amount Paid ________

Make Checks Payable To
Poolsure
PO Box 55372
Houston, TX 77255-5372
PROGRESSIVE
Entertainment
Total Entertainment Services

Invoice-Agreement
Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, FL 32225
(904) 645-9068 Fax: (904)645-9082
E-mail: bookme@progressiveent.com
www.progressiveent.com

Invoice date: 2/25/2019  Invoice # 8077  Terms: At event  PO#: 
Customer name: Rivers Edge CDD (RiverTown)  Event type: Dive In Movie Night
Billing address: 140 Landing Street, St. Johns, Fl. 32259
Original contact person: Marcy Pollicino  Phone: 904-940-0008  Cell: 904-710-9348
E-mail/ fax: mpollicino@westapropertyservices.com

At event contacts with cell: Same
Event date: Friday June 28, 2019
Approximate set up time: between: 6:00 - 6:30 pm
Location name and address: Same
Where to set up at location: River Club Pool Deck
Set up-grass or pavement: GR  Water within 75': n/a

Notes:
SERVICES NEEDED:
* 32' Outdoor Movie System with Technician
* Delivery

Reg. Rate $  595.00  Your Cost $  495.00
Reg. Rate $  35.00  Your Cost $  35.00
Reg. Total $  630.00  Your Total $  530.00

Total Savings $ 100.00

Sub Total: $  530.00
Sales Tax: $  -
Invoice Total: $  530.00
50% Deposit required $  -
Balance due at set up $  630.00
Payments received $  -
Current Balance $  630.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY
Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs.
No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required X  Date: 3-13-19

MAY 3 1 2019

1:32.577.494
20
**PROGRESSIVE Entertainment**  
Total Entertainment Services  
Invoice-Agreement  
Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225  
(904) 645-9066  Fax: (904)645-9082  
E-mail: bookme@progressiveent.com  
www.progressiveent.com

<table>
<thead>
<tr>
<th>Invoice date: 2/25/2019</th>
<th>Invoice # 9078</th>
<th>Terms: At event</th>
<th>PO#</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer name: Rivers Edge CDD (RiverTown)</td>
<td></td>
<td>Event type: Dive In Movie Night</td>
<td></td>
</tr>
<tr>
<td>Billing address: 140 Landing Street., St. Johns, Fl. 32259</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Original contact person: Marcy Pollicino</td>
<td>Wk: 904-940-0008  Cell: 904-710-9348</td>
<td>E-mail/ fax: <a href="mailto:mpollicino@vestapropertyservices.com">mpollicino@vestapropertyservices.com</a></td>
<td></td>
</tr>
<tr>
<td>At event contacts with cell: Same</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event date: Friday July 26, 2019</td>
<td>Hours of event: 7:30 pm until end of movie</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approximate set up time: between 6:00-6:30 pm</td>
<td>Hours of service: Same</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location name and address: Same</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Where to set up at location: River Club Pool Deck</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set up-grass or pavement: GR</td>
<td>Water within 75': n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Covered area for entertainer: n/a</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SERVICES NEEDED:**  
- 32' Outdoor Movie System with Technician  
- Delivery

<table>
<thead>
<tr>
<th>Reg. Rate</th>
<th>Your Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>$595.00</td>
<td>$495.00</td>
</tr>
<tr>
<td>$35.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>$630.00</td>
<td>$530.00</td>
</tr>
</tbody>
</table>

**Total Savings** $100.00

**RECEIVED**  
MAY 3 1 2019

CANCELLATION, RE-SCHEDULING, INCLEMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required: ___________________________  
Date: 3-19-19
Invoice date: 2/27/2019  Invoice #: 9080
Customer name: Rivers Edge CDD (RiverTown)
Terms: At event
PO#
Event type: Memorial Day
E-mail/ fax: mpollicino@vestapropertyservices.com

Billing address: 140 Landing Street,, St. Johns, Fl. 32259
Original contact person: Marcy Pollicino  Wk: 904-940-0008  Cell: 904-710-9348
At event contacts with cell: Same
Event date: Thursday July 4, 2019  Hours of event: 11:00 am -2:00 pm
Approximate set up time: between 9:30 and 10:00 am
Location name and address: Same
Where to set up at location: River Club Amphitheater Lawn area
Set up-grass or pavement: GR  Water within 75': Yes
Power within 75': No
Covered area for entertainer: n/a

Notes:
SERVICES NEEDED:
* 22' Dual Lane Water FunTastic Water Slide
* Generator
* Delivery

<table>
<thead>
<tr>
<th>Reg. Rate</th>
<th>Your Cost</th>
<th>Reg. Rate</th>
<th>Your Cost</th>
<th>Reg. Rate</th>
<th>Your Cost</th>
<th>Reg. Total</th>
<th>Your Total</th>
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</thead>
<tbody>
<tr>
<td>$455.00</td>
<td>$415.00</td>
<td>$99.00</td>
<td>$79.00</td>
<td>$49.00</td>
<td>$49.00</td>
<td>$603.00</td>
<td>$543.00</td>
</tr>
</tbody>
</table>

Total Savings $60.00

Sub Total: $543.00
Sales Tax: $- Sub Total: $543.00
Invoice Total: $543.00
50 % Deposit required $- Balance due at set up $543.00
Payments received $- Current Balance $543.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY
Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x Mary Pollicino  Date: 3-19-19
May 20, 2019
Project No: 113094.70
Invoice No: 41768

Rivers Edge CDD
c/o Governmental Management Services, LLC
Attention: Bernadette Peregrino
475 West Town Place, Suite 114
St. Augustine, FL 32092

Project 113094.70
Rivers Edge II CDD

Professional Services from April 1, 2019 to April 30, 2019

Fee and Expense Billing
Reimbursable Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blueprints/Reproduction</td>
<td>7.65</td>
<td>7.65</td>
</tr>
<tr>
<td>Total Reimbursables</td>
<td>7.65</td>
<td>8.80</td>
</tr>
<tr>
<td>1.15 times</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total this Task</td>
<td></td>
<td>$8.80</td>
</tr>
</tbody>
</table>

Task 1: O & M
For services including boundary amendment coordination work with staff and surveyor and updates to CDD map for meetings.

Professional Personnel

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>5.00</td>
<td>185.00</td>
<td>925.00</td>
</tr>
<tr>
<td>Sr. Planner/Sr.L.A./Sr. Graphic Arts</td>
<td>4.25</td>
<td>150.00</td>
<td>637.50</td>
</tr>
<tr>
<td>Total</td>
<td>9.25</td>
<td>1,562.50</td>
<td></td>
</tr>
<tr>
<td>Total Labor</td>
<td></td>
<td>$1,562.50</td>
<td></td>
</tr>
<tr>
<td>Total this Task</td>
<td></td>
<td>$1,562.50</td>
<td></td>
</tr>
</tbody>
</table>

Outstanding Invoices

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>41444</td>
<td>3/18/2019</td>
<td>832.50</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>832.50</td>
</tr>
</tbody>
</table>

1,310,573.31
**Rivers Edge**  
**Community Development District**  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

**Bill To:**  
Rivers Edge II  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

---

**Date:** May 10, 2019  
**Invoice:** CS2019-2

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/30/2019</td>
<td>Rivertown Funding-Developer Cost Share Master Roadways and Stormwater 10/1/18-5/31/19</td>
<td>$87,805</td>
</tr>
</tbody>
</table>

**Total** $87,805

Please remit payment to:  
Rivers Edge CDD  
c/o GMS, LLC  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Wiring Instructions:  
RBK: Wells Fargo, N.A  
ABA: 121000248  
ACCT: 2000025906860  
ACCT NAME: Rivers Edge CDD
Service Slip/Invoice

INVOICE: 5815115
DATE: 5/8/2019
ORDER: 5815115

Bill To: [275347]
Rivers Edge CDD
Jason Davidson
475 West Town Place
Suite 114
Saint Augustine, FL 32092-3648

Work Location: [275347] 904-679-5733
RiverClub(RECDD 2)
Robert Beladi
160 Riverglade Run
Saint Johns, FL 32259

Work Date | Time | Target Pest | Technician | Time In | Time Out |
---|---|---|---|---|---|
5/8/2019 02:07 PM | ANTS, FIRE ANT, MICE, | Jason Davidson | 02:07 PM | 03:53 PM |

Purchase Order | Terms | Last Service | Map Code | Time Out |
---|---|---|---|---|
NET 30 | 5/8/2019 | | |

Service | Description | Price |
---|---|---|
CPCM | Commercial Pest Control - Monthly Service | $95.00 |

| SUBTOTAL | $95.00 |
| TAX | $0.00 |
| AMT. PAID | $0.00 |
| TOTAL | $95.00 |

AMOUNT DUE $95.00

Approved RECDD II
Jason Davidson

Jason Davidson

Balances outstanding over 20 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE
BILL TO

RiverTown
RECDD2
475 West Town Place, Suite 114
St. Augustine, FL 32092

DESCRIPTION
#450 - RiverClub Tree Removal

Invoice Notes: Tree removal at River Club for the storm on 4/19/19. Work performed 4/26/19.

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122

AMOUNT
$1,386.00

AMOUNT DUE THIS INVOICE
$1,386.00

BALANCE DUE
$75,553.09

<table>
<thead>
<tr>
<th>Current</th>
<th>1-30 Days Past Due</th>
<th>31-60 Days Past Due</th>
<th>61-90 Days Past Due</th>
<th>90+ Days Past Due</th>
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<tbody>
<tr>
<td>$75,553.09</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

Thank you for your business!
Invoice

Invoice # 356145
Date 4/30/2019
Terms Net 30
Due Date 5/30/2019
Memo Pass Thru RECDII

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Bill To
Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

Billable Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>M. Pollicino - Paypal; Movie for Star Wars Movie Night. RE CDD II</td>
<td>$9.59</td>
<td></td>
<td>9.59</td>
</tr>
<tr>
<td>M. Pollicino - Amazon; Prom King and Queen accessories for murder party; RECDD II (Receipt $29.11)</td>
<td>$19.12</td>
<td></td>
<td>19.12</td>
</tr>
<tr>
<td>M. Pollicino - Amazon; Prom King and Queen accessories for murder party; RECDD II (Receipt $29.11)</td>
<td>$21.30</td>
<td></td>
<td>21.30</td>
</tr>
<tr>
<td>M. Pollicino - Publix; Balloons for Murder Mystery</td>
<td>$33.02</td>
<td></td>
<td>33.02</td>
</tr>
<tr>
<td>M. Pollicino - Constant Contact for RE CDD I and II</td>
<td>$35.00</td>
<td></td>
<td>35.00</td>
</tr>
<tr>
<td>Total Billable Expenses</td>
<td>128.02</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $128.02

Received by

MAY 21 2019

By

RECEIVED
Welcome back Marcy! Thanks for another purchase.

Your order is confirmed - we'll let you know when it's on the way. In the meantime, if you have questions about your order or how returns work, check out our Help Center.

Order summary

Star Wars: Episode IV - A New Hope (Two-DVD

Total $9.58

Item ID: T72511068016
To complement your purchase

Star Wars VI Return Of The Je...
$8.99
Free Shipping

Star Wars VI 6 Return Of The...
$7.90
Free Shipping

Star Wars: Episode V - The Em...
$3.73
Free Shipping

Star Wars: Episode II - Attac...
$3.27
Free Shipping

Order details

Estimated delivery:
Wed, Apr 17

Your order will ship to:
1749 Pennan Pl
Saint Johns, FL 32259-8202
United States

Seller: decluttr_store (1940802)
99% positive feedback

More from this seller ➜

Order total:
Price $8.98
Shipping Free
Sales tax $0.61
Total charged to $9.59

Your seller decluttr_store has left you a message:
Thank you for buying from us here Thank you for buying from us here at Decluttr Store, part of at Decluttr Store, part of the Decluttr.com family. We have a great range of refurb...
Details for Order #111-6843588-4967437
Print this page for your records.

Order Placed: April 4, 2019
Amazon.com order number: 111-6843588-4967437
Order Total: $29.11

Not Yet Shipped

Items Ordered
1 of: JOYIN Royal Jeweled 2 Pack King's and Queen's Royal Crowns - King Queen Halloween Costume Prom Accessories
Sold by: JoyInDirect (seller profile)
Condition: New

1 of: TTPCOROCK"Prom King" and"Prom Queen" Sashes - Graduation Party School Party Accessories, White with Gold Print
Sold by: Lucky Wind (seller profile)
Condition: New

Shipping Address:
Marcy Pollicino
1749 Pennan Place
Saint Johns, FL 32259
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
American Express | Last digits: 1406

Billing address
Marcy Pollicino
245 Riverside Ave
Suite 250
Jacksonville, Florida 32202
United States

Item(s) Subtotal: $27.94
Shipping & Handling: $0.00
Total before tax: $27.94
Estimated tax to be collected: $1.17
Grand Total: $29.11

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2019, Amazon.com, Inc. or its affiliates
**Publix**

John's Creek Center
2945 County Rd. 210 W
St Johns, Fl. 32259

Store Manager: Pete Miller
904-230-3939

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>LG Balloon Bouquet</td>
<td>$20.00</td>
</tr>
</tbody>
</table>

**Order Total**: $20.00  
**Sales Tax**: $1.30  
**Grand Total**: $21.30

**Payment**: $21.30  
**Change**: $0.00

---

**PRESTO!**  
Trance #: 522554  
Reference #: 1506522379  
Acct #: XXXXXXXXX1406  
Purchase American Express  
Amount: $21.30  
Auth #: 842825

---

**CREDIT CARD**  
Entry Method: Chip Read  
Issuer

---

Your cashier was Brianna  
04/19/2019 8:58 S1099 R152 5476 00486

Explore the many ways to save at Publix.  
View bargains at publix.com/savingstyle

Publix Super Markets, Inc.
Publix
John's Creek Center
2045 County Rd. 210 W
St Johns, Fl. 32259
Store Manager: Pete Mullin
904-230-3939

LG BALLOON BOUQUET 31.00 T

Order Total 31.00
Sales Tax 2.02
Grand Total 33.02

Credit Payment 33.02
Change 0.00

Presto!
Tran #: 522550
Reference #: 56056925
Acct #: XXXXXXXXXX1406
Purchase American Express
Amount: $33.02
Auth #: 057976

Credit Card PURCHASE
4009000025010001 AMERICAN EXPRESS
Entry Method: Chip Read
Node: Issuer

Your cashier was Brianna
04/19/2019 8:46 51099 K152 5474 00488

Explore the many ways to save at Publix.
View bargains at publix.com/savingsstyle

Publix Super Markets, Inc.
From: Constant Contact Billing <notification@constantcontact.com>
Sent: Saturday, April 27, 2019 2:44 AM
To: Marcy Pollicino
Subject: Constant Contact Payment Receipt for Marcy Pollicino

Thank you for your recent payment. Your payment receipt is found below.

---

**Constant Contact**, 

**Payment Receipt**

for April 27, 2019

---

**Vesta**

Attn.: Marcy Pollicino
245 Riverside Ave
Suite 250
Jacksonville, FL 32202
US
8046795523

Title:

Today's Date: April 27, 2019
Payment Date: April 27, 2019
Payment Method: American Express
User Name: rivertown_community

---

Thank you for your payment!

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment - Credit Card</td>
<td>$70.00</td>
</tr>
</tbody>
</table>

Amounts shown may reflect sales tax which is applicable in certain areas.

Note you can continue to view payment receipts online. Log into your Constant Contact account, click the My Account link in the upper right hand corner of the Home page, and choose the View Payment Receipts option.

You may also use the Opt In/Out of Payment Receipt E-Mails link on the My Account page to opt out of receiving payment receipt emails in the future.

We appreciate your business.
Best Regards,
Constant Contact Billing
1601 Trapelo Road, Suite 329 - Waltham, MA 02451

Questions? Please give us a call!
US / Canada Toll Free: (855) 229-5506
UK Toll Free: 0808-234-0942
Outside US / Canada: 0808-234-0945

Need to cancel your account? Just give us a call!
US / Canada Toll Free: 855-229-5506
UK Toll Free: 0808-234-0945
Outside US / Canada: +1 781-472-8120

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at [http://www.constantcontact.com/help](http://www.constantcontact.com/help).
State of Florida
Department of Health
Notification of Fees Due

Identification Number: 55-60-1715655
For: Swimming Pools Public Pool > 25000 Gallons

Billing Code: 55-BID-4202321
Fee Amount: $350.00

Total Amount Due: $350.00
Payment Due 06/30/2019 Upon Receipt

Notice: This bill is due and payable in full upon receipt and must be received by the local office by the Payment Due date.

[Please detach this portion and return with your payment]

Please verify all information, making changes as necessary, sign and return to St. Johns (Legacy Site Code: S)

Account Information for: 55-60-1715655
Facility Name: Rivertown River Club Pool (infinity)
Location Address 1: 160 Riverglade Run
Location Address 2:
City: Jacksonville
State: FL
Zip Code: 32259

Owner Name: Mattamy Rivertown LLC
Owner Address 1: 7800 Belfort Pkwy Unit 165
Owner Address 2: Jacksonville, FL 32256
Owner City: Jacksonville
Owner State: FL
Owner Zip Code: 32256
Work Phone: (904) 940-3136
Home Phone: (904) 940-3136

Facility Contact Name: Mattamy Rivertown LLC
Work Phone: (904) 940-3136
Home Phone: (904) 940-3136

Signature: ______________________ Date: ______________________

[Environmental Health Division - Account Information Copy]
Stephen Quinn Music

$450.00 overdue since June 18, 2019

Stephen Quinn Band
Invoice #000013
June 24, 2019

Bill To
River Town
River Town
mpolicino@vestapropertyservices.com
+1 (904) 679-5523
160 Riverglade Run
Saint Johns, Florida 32259

We appreciate your business.

$450.00
Stephen Quinn Band 7/5/2019

Subtotal
$450.00

Total
$450.00

Stephen Quinn Music
6830 Mother Goose Rd
JACKSONVILLE, FL 32210