

Rivers Edge II
Community Development Districts

October 15, 2025

AGENDA

**Rivers Edge II
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.RiversEdge2CDD.com

October 8, 2025

Board of Supervisors
Rivers Edge II Community Development District

Dear Board Members:

The Rivers Edge II Community Development District Audit Committee and Board of Supervisors Meetings are scheduled to be held on, **October 15, 2025 at 9:00 a.m. at the RiverHouse, 156 Landing Street, St. Johns, Florida 32259.**

Following are the agendas for the meetings:

Audit Committee Meeting

- I. Roll Call
- II. Selection of Auditor Selection Evaluation Criteria
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Call to Order
- II. Public Comment
- III. Staff Reports
 - A. Landscape Maintenance – Report
 - B. District Engineer
 - C. District Counsel
 - D. District Manager
 - E. General Manager – Monthly Operations and Pond Reports
- IV. Approval of Consent Agenda

- A. Minutes of the September 17, 2025 Board of Supervisors Meeting and the Special Joint Meeting
- B. Financial Statements as of August 31, 2025
- C. Check Register
- V. Acceptance of the Audit Committee's Recommendation and Authorizing Staff to Issue a Request for Proposals for Audit Services
- VI. Acceptance of the Fiscal Year 2024 Audit Report
- VII. Consideration of Amendment to Tri-Party Interlocal and Cost Share Agreement
- VIII. Consideration of Cost Share Requests
 - A. Painting of the RiverHouse Facility
 - B. Holiday Lighting & Decorations
 - C. Landscape Maintenance of Parcel 39, Phase 1 & 2
- IX. Supervisor Requests
- X. Audience Comments
- XI. Next Scheduled Meeting – November 19, 2025 at 9:00 a.m. at the RiverHouse
- XII. Adjournment

PUBLIC CONDUCT: Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.

SECOND ORDER OF BUSINESS

RIVERS EDGE II CDD
AUDITOR SELECTION
EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. Ability to Furnish the Required Services. (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.

THIRD ORDER OF BUSINESS

A.



Rivers Edge CDD – I, II, and III

Landscape Update for September 2025

- **General Maintenance**

- We have detailed and cleaned up the RiverHouse and RiverClub. Next week the team will trim all the shrubs to the proper level.
- Team is spraying for weeds throughout the community and trimming shrubs.
- Teams are working on full maintenance every week.
- We will ensure that all tree suckers are removed from the base of the trees.
- Team has been spraying all mulch beds for clean appearance.
- We are removing as much Moss from trees as we get to each section.
- Teams have removed numerous trees and limbs that have fallen at no charge. Larger trees will be proposed for removal by the arbor team.
- Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on the status of concerned areas and the overall appearance of the community.
- Fall flowers were installed on September 26 along with fresh and rich soil. We raised the beds for a better show.
 - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.
 - This is caused by the flowers staying too saturated which causes the roots to rot.
- Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.
 - Because of this you will see scalping occasionally until the proper height is achieved.
 - Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so

that the new green growth is what is shown after each mowing occurrence moving forward.

- **Irrigation**

- Techs have been running through the system and making repairs as we go.
- All clocks are set to run 3 times a week due to the amount of rain we have had
- Lead tech is working with an IQ system to help the system run more efficiently.
- We are setting five-day rain delays when we have rain
- Other options are being looked at to make the system more efficient and save on the annual water cost.
 - Items being looked at:
 - Eliminating bubblers on established trees that do not need them anymore
 - Making sure all rain sensors are operational
 - Adding rain sensors to battery operated valves
 - Each area will be different depending on layout and justification of cost.
 - Some will be looked at to be added to a clock with wiring.

- **Fert/Chem**

- Our techs will be treating turf weeds throughout the community.
- Teams are spreading granular fertilizer to green up turf and push healthy growth

- **Arbor**

- We will continue to lift low hanging trees throughout community each week for line of site issues, safety issues, aesthetics, and improved tree health with balanced weight distribution from the branches.

D.

Rivers Edge II Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field Manager and/or District Manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Manager visits were successfully completed per management agreement as evidenced by Field Manager and/or District Manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Rivers Edge II Community Development District

District Manager: _____

Date: _____

Print Name: _____

Rivers Edge II Community Development District

E.

RIVERTOWN

RECDD's Monthly Operations Report

Date of report: 10/15/2025

Submitted by: Kevin McKendree

RECDD I

Filter Equipment for RiverHouse Pools:

The sand filters for both pools need repair. The sand needs to be changed out. When performing a change out there will need to be internal parts changed as they will be broken due to their age. Unfortunately, the manufacturer of these filters went out of business years ago and the parts are not available. This will make the filters have to be replaced. The slab cracking issues are band aided as well, and the slabs need to be removed and built properly up to current codes. This was approved as a change order to the current remodel project which began on 9/22.

RiverHouse Pool:

Crown Pools has ordered the pavers, and the project has been ordered to start right after Labor Day per the board's direction. Pavers arrived on April 28th and are stored on site. Construction began 9/21. As of now the pool deck has been completely removed and new pavers are installed on the upper deck. Palm trees have been removed; water has been drained and chip out of the old marcite has begun.

Pothole on Footbridge alleyway:

There is a large pothole that formed on one of alleyways off Footbridge in the Gardens neighborhood. We got with the District Engineer to investigate the root cause of the pothole, and it was determined to have not been caused by an underlying water or drainage issue. We cold-patched the area for now until we can get it properly repaired. Duval Asphalt addressed this pothole properly for the time being until other work is decided on. This was approved to be completed by Burnham Construction in April's meeting, and we will coordinate through the District Engineer to get it completed. This was approved as a cost share item in September's meeting so we can now proceed forward.

Fencing around Rivertown BLVD:

The perimeter fence that surrounds Rivertown BLVD and connects onto Kendall Crossing is rotting. We have replaced boards that fall off, and it needs painting at least. Our suggestion would be to replace this with Vinyl fencing rather than invest in painting it. We will gather quotes for this.

Water Fountain:

We are exploring the addition of a water fountain in the gym that is permanent and filtered like the ones in our newer facilities. In time this would save money due to no longer needing to provide cups or

water jugs. Work will commence on this right after Labor Day coinciding with the pool remodel. This project is now complete.

Riverhouse Rental Side Broken Window:

An exterior pane of a window was shattered on the rental side of the RiverHouse over the weekend of 6/21. These windows are made by Pella and cannot be worked on by other glass companies, so we are working through Pella directly to fix. Yellowstone will be paying the bill for this repair. Product has been ordered.

Arbors Play Park Turf:

The arbors play park holds water badly due to the amount of clay in the soil. This makes growing turf a challenge as the ground never dries out, even though we shut off the irrigation back in April. We plan on remediating the area soon. This remediation includes aerating and soil amendments along with adding some sod in areas that are beyond repair. This is now complete, and we are monitoring for improvements.

Fountain behind model homes:

The fountain behind the model homes is inoperable but still under warranty. We are working with our pond provider to get this fixed through the manufacturer.

Painting of RiverHouse:

The RiverHouse needs painting both interior and exterior. We are gathering quotes to present to the board in October. This is a planned capital reserve project.

Sternwheel Park:

We have been working on cleaning up Sternwheel playpark. This includes replacing rotted wood on the mailbox pavilion and repainting it entirely and new park benches as the old ones were rusted through.

RECDD II

CDD 2 Golf Cart Path Signage Update:

The signage that was approved in last month's meeting has been ordered. These are custom made to order so our target install date is September 30th.

Keystone Corners turf:

The turf along Keystone Corners has numerous areas that died during the drought this year. During the drought the water pressure in the reclaim system was weakest in this area, leading to its demise. We will be replacing sod in numerous areas along this stretch.

RECDD 3

Fountain in front of RiverLodge:

The fountain in front of the RiverLodge became non-operational. We are working through warranty to get this fixed.

RiverLodge Gym AC and Pool Equipment:

The air conditioning inside of the Riverlodge gym has been having trouble staying at the setpoint temperature. It was found this week that transformers inside of the unit are fried. This unit has an abundance of low voltage components that are being affected every time we have a power issue which we seem to have a lot of. Surge protection was approved for these AC units and at the pool equipment panels as well. We have ordered these, and they will be installed immediately upon arrival.

(Continued)

RIVERTOWN

RECDD's Lifestyle Report

Date of report 10/15/2025

Submitted by: Kim Fatuch

September Events

- 9.1.25 – Labor Day Festivities
 - Pool Party fun at all three amenities. Weather really put a damper on festivities this year.
 - Residents can enjoy a fun day off no matter which amenity they choose
- 9.5.25 – Jeremy Weinglass
 - By popular demand, live music in the café
- 9.6.25 – OneBlood Donation Bus
 - Residents can do their part and give back by donating their blood right in the medical truck here in Rivertown
- 9.12.25 – Two Rock
 - By popular demand, live music in the café
- 9.13.25 – Renaissance Festival
 - Rivertown's First Sponsored event!!
 - All residents are invited to go back in time and enjoy an evening of magicians, fortune tellers, contortionists, gypsies, Turkey Legs and more!!



- 9.19.25 – Bin-Glo
 - Adults only event. Residents are invited to participate in fun bingo of sorts where they will have to participate in funny games of trickery and laughter to win silly prizes.
 - We will have Glow sticks, Glow foam zone, food trucks and bar and of course an amazing DJ and MC to keep the party rocking all evening.



- 9.26.25 – Violette Lani
 - By popular demand, live music in the café

October Events

- 10.3.25 – Jeremy Price
 - Live music in the cafe
- 10.9.25 – Music Bingo
 - Well attended, resident requested monthly recurring event
- 10.10.25 – Emily Mikus
 - Live music in the café
- 10.11.25 – Fall Festival Vendor Market
 - Vendor market open to local artisan vendors with currently 32 signed up businesses
 - Residents can enjoy an evening complete with a kid's zone, DJ, vendor booths, pumpkin patch and food trucks
- 10.17.25 – Haunted Casino Night
 - Adult residents are invited to a fun night to test fortune at the tables, enjoy eerie cocktails, and compete for chillingly fun prizes. Costumes encouraged
- 10.23.25 – Trivia
 - Well attended, monthly recurring event

(Continued)

RIVERTOWN

RECDD's Amenity Manager Report

Date of report 10/15/2025

Submitted by: Ken Council

Operations have been running smoothly at all 3 RiverTown Amenity Centers. The RiverHouse Lap & Family Pool Renovations began on September 22nd. The RiverHouse pool reconstruction project is well underway. All the old pavers have been removed from the entire pool area, and new pavers are ready to be put down. The new RiverHouse Gym water fountain/filling station is now operational. At the RiverClub, Game Room TV #2 was damaged beyond repair in an unfortunate incident. A replacement TV has been ordered. Currently, TV 3 in the RiverLodge Fitness Center is not connecting to the cable correctly. The vendor for the A/V services at the RiverLodge came out on 9.26.2025 to investigate the issue. The issue was a faulty Comcast TV set top box. A replacement is scheduled to be delivered on 10.2.2025. The RiverLodge Water Activity Pool with the Splash Pad is now closed until next season. The RiverLodge Lazy River will remain open year-round from 10am – 30 minutes before sunset.

RiverHouse

Guest Services Hours:

- **Sun, Tues, Wed, Thurs:** 11am – 7pm
- **Fri & Sat:** 11am – 9pm

Closed Mondays

Recreational & Lap Pool:

- Open: 30 minutes after sunrise until 30 minutes before sunset
- Full repair of both pools began September 22, 2025.
- Pools are closed until renovations are completed.

Closed Mondays

Fitness Center:

- 4am – 12am (Sunday – Saturday)
- New Water fountain/filling station installed in the RiverHouse Fitness Center

Other Updates:

- Pool repair/construction began September 22, 2025.
 - UPS Christmas POD in RiverHouse parking lot November 2nd – December 31st .
-

RiverClub

Amenity Hours:

- **Sun, Mon, Wed, Thurs:** 10am – 9pm
- **Fri & Sat:** 10am – 10pm

Closed Tuesdays

Other Updates:

- Ordered replacement TV for Game Room TV #2.
 - Jaguars vs. Chiefs Game Watch Party at RiverCafe from 6pm-9pm on Monday, 10.4.2025
-

RiverLodge

Amenity Hours (Airnasium, Fireplace, Lounge Area):

- Sun, Mon, Tues, Thurs, Fri, & Sat: 10am – 8pm

Closed Wednesdays

Water Activity Pool/Splash Pad & Lifeguard Hours:

- Water Activity Pool with splash pad closed for season

Closed Wednesdays

Lazy River & Volleyball Court Hours:

- 10am – 30 minutes before sunset

Closed Wednesdays

Fitness Center:

- 4am – 12am (Sunday – Saturday)

Other Updates:

- Technogym service came out on Tuesday 9.23.2025 to service our low row machine.
- New gym wipes dispenser and trashcan put in Gym.
- Replacement Comcast TV box ordered for TV #3 in the RiverLodge Gym

(Continued)

RIVERTOWN

RECDD's Café Report

Date of report: 10/15/2025

Submitted by: Lisa McCormick & Richard Losco

The restaurant celebrated the end of the summer season, marked by Jimmy Buffet Day on Saturday, August 30th, with the residents enjoying an adult only event and a sense of shared community. The residents enjoyed live music, bingo, and beautiful sunsets while enjoying the Café amenities. August events also included Music Bingo and Friday Night Music.

The kitchen executed with a combination of efficiency, organization, and a commitment to quality that resulted in excellent food being served throughout the summer.

Our café sales have consistently increased over time, indicating growth, improvement, and guest satisfaction with improved service and quality of food and drink. QR Surveys will be implemented for Café feedback and suggestions to better serve the residents of RiverTown.

Square POS Net Sales were up 13.4% for the month of August @ \$75,682 compared to \$66,730 prior year.

Cost of Goods Sold (Food and Beverage) was 39.7% in the month of August, compared to 42.4% prior year.

Food & Beverage as % of Revenue:

Target	12-Month	% Rate – 40%
Optimal	12-Month	% Rate – 35%
Actual	August '25	% Rate – 40%

Gross Wages as % of net sales were 30.5% in the month of August, compared to 32.6% prior year.

Gross Wages as % of Revenue:

Target	12-Month	% Rate – 35%
Optimal	12-Month	% Rate – 30%
Actual	August '25	% Rate – 31%

The State of Florida, Department of Health, conducted a Food Service Inspection on August 13, 2025, in which we met inspection standards.

We continue to balance rising labor and food costs with operational efficiency and innovative strategies to build resident loyalty, and we look forward to the fall season to continue this process.



Work Order 00878482

Work Order 00878482
Number

Created Date 9/30/2025

Account

Rivers Edge II CDD

Contact

Jason Davidson

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Work Details

Specialist
Comments to
Customer

Report reflects work performed on 9/24 & 9/26.
I used herbicide to control invasive and nuisance
vegetation along the perimeter of ponds
15,UU,3,20 & CR3.
I treated algae in ponds CR3,15,9,8 & TT with
algaecide.
Aquatic herbicide was applied in ponds
CR3,15,9,8 & TT to manage submersed
vegetation.
Dye was added to ponds CR3,8,JJ,UU,SS,3,&TT
in order to reduce light penetration and suppress
growth.
Any accessible trash was removed.
Water levels are getting better as we receive
some rain but there are still a lot of low ponds.
Thank you for being a Solitude customer!

Prepared By

KYLE FOLLANSBEE



Work Order 00878482

Work Order 00878482
Number

Account

Rivers Edge II CDD

Contact

Jason Davidson

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 9/30/2025

Work Order Assets

Asset	Status	Product Work Type
Rivers Edge CDD II Pond 20	Treated	
Rivers Edge CDD II Pond 1	Inspected	
Rivers Edge CDD II Pond 21	Inspected	
Rivers Edge CDD II Pond 2	Inspected	
Rivers Edge CDD II Pond 23	Inspected	
Rivers Edge CDD II Pond 6	Inspected	
Rivers Edge CDD II Pond 14	Inspected	
Rivers Edge CDD II Pond 3	Treated	
Rivers Edge CDD II Pond 16	Inspected	
Rivers Edge CDD II Pond 18	Inspected	
Rivers Edge CDD II Pond 9	Treated	
Rivers Edge CDD II Pond 4	Inspected	
Rivers Edge CDD II Pond 7	Inspected	
Rivers Edge CDD II Pond 5	Inspected	
Rivers Edge CDD II Pond 8	Treated	
Rivers Edge CDD II Pond 12	Inspected	
Rivers Edge CDD II Pond RC1	Inspected	
Rivers Edge CDD II Pond 10	Inspected	
Rivers Edge CDD II Pond 11	Inspected	
Rivers Edge CDD II Pond 13	Inspected	
Rivers Edge CDD II Pond 15	Treated	
Rivers Edge CDD II Pond RC2	Inspected	
Rivers Edge CDD II Pond JJ	Treated	
Rivers Edge CDD II Pond CR3	Treated	
Rivers Edge CDD II Pond KK	Inspected	
Rivers Edge CDD II Pond TT	Treated	
Rivers Edge CDD II Pond NN	Inspected	
Rivers Edge CDD II Pond 19	Inspected	
Rivers Edge CDD II Pond SS	Treated	
Rivers Edge CDD II Pond UU	Treated	
Rivers Edge CDD II Pond 22	Inspected	
Rivers Edge CDD II Pond 17	Inspected	



Work Order 00878482

Work Order 00878482
Number

Created Date 9/30/2025

Account

Rivers Edge II CDD

Contact

Jason Davidson

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD II Pond 23	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 22	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 21	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 20	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 19	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 18	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 17	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 16	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 23	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 23	MONITORING	
Rivers Edge CDD II Pond 23	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 23	ALGAE CONTROL	
Rivers Edge CDD II Pond 22	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 22	MONITORING	
Rivers Edge CDD II Pond 22	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 22	ALGAE CONTROL	
Rivers Edge CDD II Pond 21	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 21	MONITORING	
Rivers Edge CDD II Pond 21	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 21	ALGAE CONTROL	
Rivers Edge CDD II Pond 20	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 20	MONITORING	
Rivers Edge CDD II Pond 20	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 20	ALGAE CONTROL	
Rivers Edge CDD II Pond 19	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 19	MONITORING	
Rivers Edge CDD II Pond 19	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 19	ALGAE CONTROL	
Rivers Edge CDD II Pond 18	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 18	MONITORING	
Rivers Edge CDD II Pond 18	LAKE WEED CONTROL	



Work Order 00878482
 Work Order 00878482
 Number

Account Rivers Edge II CDD
 Contact Jason Davidson
 Address 73 Shinnecock Drive
 Saint Johns, FL 32259
 United States

Created Date 9/30/2025

Rivers Edge CDD II Pond 18	ALGAE CONTROL	
Rivers Edge CDD II Pond 17	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 17	MONITORING	
Rivers Edge CDD II Pond 17	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 17	ALGAE CONTROL	
Rivers Edge CDD II Pond 16	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 16	MONITORING	
Rivers Edge CDD II Pond 16	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 16	ALGAE CONTROL	
Rivers Edge CDD II Pond UU	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond SS	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond NN	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond TT	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond KK	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond CR3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond JJ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 15	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 13	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 11	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 10	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 12	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 8	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 5	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 7	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 4	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 9	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 14	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 6	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond UU	SHORELINE WEED CONTROL	



Work Order 00878482
 Work Order 00878482
 Number

Account Rivers Edge II CDD
 Contact Jason Davidson
 Address 73 Shinnecock Drive
 Saint Johns, FL 32259
 United States

Created Date 9/30/2025

Rivers Edge CDD II Pond UU	MONITORING	
Rivers Edge CDD II Pond UU	LAKE WEED CONTROL	
Rivers Edge CDD II Pond UU	ALGAE CONTROL	
Rivers Edge CDD II Pond SS	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond SS	MONITORING	
Rivers Edge CDD II Pond SS	LAKE WEED CONTROL	
Rivers Edge CDD II Pond SS	ALGAE CONTROL	
Rivers Edge CDD II Pond NN	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond NN	MONITORING	
Rivers Edge CDD II Pond NN	LAKE WEED CONTROL	
Rivers Edge CDD II Pond NN	ALGAE CONTROL	
Rivers Edge CDD II Pond TT	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond TT	MONITORING	
Rivers Edge CDD II Pond TT	LAKE WEED CONTROL	
Rivers Edge CDD II Pond TT	ALGAE CONTROL	
Rivers Edge CDD II Pond KK	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond KK	MONITORING	
Rivers Edge CDD II Pond KK	LAKE WEED CONTROL	
Rivers Edge CDD II Pond KK	ALGAE CONTROL	
Rivers Edge CDD II Pond CR3	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond CR3	MONITORING	
Rivers Edge CDD II Pond CR3	LAKE WEED CONTROL	
Rivers Edge CDD II Pond CR3	ALGAE CONTROL	
Rivers Edge CDD II Pond JJ	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond JJ	MONITORING	
Rivers Edge CDD II Pond JJ	LAKE WEED CONTROL	
Rivers Edge CDD II Pond JJ	ALGAE CONTROL	
Rivers Edge CDD II Pond RC2	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond RC2	MONITORING	
Rivers Edge CDD II Pond RC2	LAKE WEED CONTROL	
Rivers Edge CDD II Pond RC2	ALGAE CONTROL	
Rivers Edge CDD II Pond 15	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 15	MONITORING	
Rivers Edge CDD II Pond 15	LAKE WEED CONTROL	



Work Order 00878482

Work Order 00878482
Number

Account

Rivers Edge II CDD

Contact

Jason Davidson

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 9/30/2025

Rivers Edge CDD II Pond 15	ALGAE CONTROL	
Rivers Edge CDD II Pond 13	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 13	MONITORING	
Rivers Edge CDD II Pond 13	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 13	ALGAE CONTROL	
Rivers Edge CDD II Pond 11	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 11	MONITORING	
Rivers Edge CDD II Pond 11	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 11	ALGAE CONTROL	
Rivers Edge CDD II Pond 10	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 10	MONITORING	
Rivers Edge CDD II Pond 10	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 10	ALGAE CONTROL	
Rivers Edge CDD II Pond RC1	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond RC1	MONITORING	
Rivers Edge CDD II Pond RC1	LAKE WEED CONTROL	
Rivers Edge CDD II Pond RC1	ALGAE CONTROL	
Rivers Edge CDD II Pond 12	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 12	MONITORING	
Rivers Edge CDD II Pond 12	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 12	ALGAE CONTROL	
Rivers Edge CDD II Pond 8	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 8	MONITORING	
Rivers Edge CDD II Pond 8	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 8	ALGAE CONTROL	
Rivers Edge CDD II Pond 5	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 5	MONITORING	
Rivers Edge CDD II Pond 5	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 5	ALGAE CONTROL	
Rivers Edge CDD II Pond 7	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 7	MONITORING	
Rivers Edge CDD II Pond 7	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 7	ALGAE CONTROL	
Rivers Edge CDD II Pond 4	SHORELINE WEED CONTROL	



Work Order 00878482

Work Order 00878482
Number

Account

Rivers Edge II CDD

Contact

Jason Davidson

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 9/30/2025

Rivers Edge CDD II Pond 4	MONITORING	
Rivers Edge CDD II Pond 4	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 4	ALGAE CONTROL	
Rivers Edge CDD II Pond 9	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 9	MONITORING	
Rivers Edge CDD II Pond 9	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 9	ALGAE CONTROL	
Rivers Edge CDD II Pond 3	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 3	MONITORING	
Rivers Edge CDD II Pond 3	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 3	ALGAE CONTROL	
Rivers Edge CDD II Pond 14	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 14	MONITORING	
Rivers Edge CDD II Pond 14	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 14	ALGAE CONTROL	
Rivers Edge CDD II Pond 6	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 6	MONITORING	
Rivers Edge CDD II Pond 6	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 6	ALGAE CONTROL	
Rivers Edge CDD II Pond 2	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 2	MONITORING	
Rivers Edge CDD II Pond 2	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 2	ALGAE CONTROL	
Rivers Edge CDD II Pond 1	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 1	MONITORING	
Rivers Edge CDD II Pond 1	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 1	ALGAE CONTROL	
Rivers Edge CDD II Pond 17		
Rivers Edge CDD II Pond 22		
Rivers Edge CDD II Pond UU		
Rivers Edge CDD II Pond SS		
Rivers Edge CDD II Pond 19		
Rivers Edge CDD II Pond NN		
Rivers Edge CDD II Pond TT		



Work Order 00878482

Work Order 00878482
Number

Account

Rivers Edge II CDD

Contact

Jason Davidson

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 9/30/2025

Rivers Edge CDD II Pond KK

Rivers Edge CDD II Pond CR3

Rivers Edge CDD II Pond JJ

Rivers Edge CDD II Pond RC2

Rivers Edge CDD II Pond 15

Rivers Edge CDD II Pond 13

Rivers Edge CDD II Pond 11

Rivers Edge CDD II Pond 10

Rivers Edge CDD II Pond RC1

Rivers Edge CDD II Pond 12

Rivers Edge CDD II Pond 8

Rivers Edge CDD II Pond 5

Rivers Edge CDD II Pond 7

Rivers Edge CDD II Pond 4

Rivers Edge CDD II Pond 9

Rivers Edge CDD II Pond 18

Rivers Edge CDD II Pond 16

Rivers Edge CDD II Pond 3

Rivers Edge CDD II Pond 14

Rivers Edge CDD II Pond 6

Rivers Edge CDD II Pond 23

Rivers Edge CDD II Pond 2

Rivers Edge CDD II Pond 21

Rivers Edge CDD II Pond 1

Rivers Edge CDD II Pond 20



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Corbin deNagy
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092

NAME / ID:	Sergeant [redacted] #10379			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[redacted]	SJSO25CAD190595	[redacted]	[redacted]	6

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:6 Top speed measured by Radar was, **3 MPH on RiverTown Main Street

Assisted with a vernal disturbance. Stopped a gas-powered side-by-side operating on RiverTown Main Street. Subject was advised he could not operate the side-by-side on the multi-use path or the roadways. This is becoming a problem in the neighborhood. Several side by sides, which are illegal, have been seen.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 5480784



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Corbin deNagy
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092

NAME / ID:	Deputy [REDACTED] #11319			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[REDACTED]	SJSO25CAD195508	[REDACTED]	[REDACTED]	6

ACTIVITY / COMMENTS:

SJSO25CAD195538, SJSO25CAD195554, SJSO25CAD195559, SJSO25CAD195599, SJSO25CAD195654, SJSO25CAD195680

Walk up complaint reference juveniles on electric bikes speeding, advised the complainant everyone that works this detail actively looks for e-bike violations and that we would continue to do so. Traffic stops to include 5 written warnings for excessive speed and 1 verbal warning for failure to provide proof of insurance.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 1454190



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Corbin deNagy
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092

NAME / ID:	Deputy #11319			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD202106			5

ACTIVITY / COMMENTS:

SJSO25CAD202134, SJSO25CAD202150, SJSO25CAD202212, SJSO25CAD202220, SJSO25CAD202264

5 traffic stops resulting in 5 written warnings for excessive speed.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 1463810



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Corbin deNagy
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092

NAME / ID:	Deputy #11319			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
 	SJSO24CAD213191	 	 	12

ACTIVITY / COMMENTS:

SJSO25CAD213201, SJSO25CAD213208, SJSO25CAD213232, SJSO25CAD213287, SJSO25CAD213308, SJSO25CAD213362, SJSO25CAD213376, SJSO25CAD213443, SJSO25CAD213501, SJSO25CAD213560, SJSO25CAD213575

10 written warnings for excessive speed, two verbal warnings for failure to provide registration, and assisted a lost citizen with finding her way back to Clay County.

Multiple rounds of patrols conducted throughout the entire neighborhood to include the new school.

RollKall Invoice#: 1475602



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Corbin deNagy
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092

NAME / ID:	Corporal [REDACTED] # 10727			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[REDACTED]	SJSO25CAD212963	[REDACTED]	[REDACTED]	4

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:6 Top speed measured by Radar was, **39 MPH on RiverTown Main Street

Multiple traffic stops conducted for stop sign violations at Orange Branch Trl / Keystone Corners Blvd. and Rivertown Main St. / Kendall Crossing Dr.

Assisted patrol deputies with locating a subject with an active warrant at the basketabll courts.
Multiple patrols conducted throughout neighborhood.

RollKall Invoice#: 1474964



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Corbin deNagy
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092

NAME / ID:	Corporal [REDACTED] # 10727			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[REDACTED]	SJSO25CAD204146	[REDACTED]	[REDACTED]	4

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:5 Top speed measured by Radar was, **36 MPH on RiverTown Main Street

Stopped several juveniles (14 / 15 yrs old) riding an E-Moto, Mini Bike, and a modified E-Bike. The mini-bike rider was on Rivertown Main wearing all black with no lights on. The other two were on the multiuse path. Parents were contacted and advised of the laws regarding E-Bikes / Motorcycles and the consequences if the subjects are stopped in the future.

Traffic stop conducted for speeding revealed the driver (16 yr old) was driving after 11 PM, a violation of her DL age restriction. Parent was contacted.

RollKall Invoice#: 1466122



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Corbin deNagy
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092

NAME / ID:	Corporal [REDACTED] # 10727			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[REDACTED]	SJSO25CAD208248	[REDACTED]	[REDACTED]	4

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:6 Top speed measured by Radar was, **40 MPH on RiverTown Main Street

Conducted two stops with juveniles operating E-Motos on the multiuse path. Both bikes were not legal and one of them was capable of going 55 MPH. The parents were contacted and advised of future consequences if subjects were caught operating the bikes again.

Responded to the area of the basketball courts in reference to a group of juveniles possibly fighting. Multiple juveniles were located in the area but none were observed fighting nor did they see anyone else fighting. Multiple patrols conducted throughout neighborhood.

RollKall Invoice#: 1470044

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held on Wednesday, September 17, 2025 at 9:18 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith	Chairman
Jason Thomas	Vice Chairman
Jarrett O’Leary	Supervisor
Donna WeMett	Supervisor
James Reid	Supervisor

Also present were:

Corbin deNagy	District Manager
Lauren Gentry	District Counsel
Mary Grace Henley	District Counsel
Ryan Stilwell	District Engineer
Richard Losco	General Manager
Jason Davidson	Regional General Manager
Kevin McKendree	Field Operations Manager
Kimberly Fatuch	Lifestyle Director
Ken Council	Amenity Manager
Mike Scuncio	Yellowstone
Garrett Cannady	Yellowstone
Malcolm Santos	Yellowstone

The following is a summary of the discussions and actions taken at the September 17, 2025 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 9:18 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape Maintenance –Report

Mr. Santos provided an overview of Yellowstone’s report. Mr. Scuncio added that Watersong was awarded a Silver Award for landscaping.

B. District Engineer

There being nothing to report, the next item followed.

C. District Counsel

Ms. Gentry reminded the board members to complete four hours of ethics training by the end of the year.

D. District Manager

There being nothing to report, the next item followed.

E. General Manager - Monthly Operations and Pond Reports

Copies of the monthly operations and pond reports were included in the agenda for Board review. Mr. Losco reported that he met with the fire marshal regarding the necessity of a fire lane in front of the RiverClub. The fire marshal indicated there was no fire lane required. First Coast trim light has installed the permanent holiday lighting. The pool renovation project will begin September 22nd, and all residents have been noticed of the pool closure beginning September 21st. Lastly, Mr. Losco presented a cost share request for installation of surge protection at the RiverLodge for the A/C unit and the pool equipment. Rivers Edge II’s portion comes to \$3,596.56.

On MOTION by Ms. WeMett seconded by Mr. Reid with all in favor the cost share request for surge protection installation at the RiverLodge was approved.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

A. Minutes of the August 20, 2025 Meeting

B. Financial Statements as of July 31, 2025

C. Check Register

Copies of the minutes, the financial statements, and the check register totaling \$189,923.94 were included in the agenda package for the Board’s review.

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

FIFTH ORDER OF BUSINESS**Selection of Audit Committee**

Mr. deNagy informed the Board that Berger Toombs is the auditor currently engaged for fiscal year 2024 and there is one more optional renewal year available, however due to issues resulting in the audit being late, he is recommending going through the bid process for audit services and the first step in that process is to select an audit committee. Typically, the Board of Supervisors will serve as the audit committee.

On MOTION by Mr. Smith seconded by Ms. WeMett with all in favor appointing the board members as the audit committee was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2025-10, Classifying Surplus Tangible Property and Authorizing Disposition**

Ms. Gentry informed the Board that Florida Law requires government property be declared surplus prior to disposal. If the property's value is under \$5,000, it can be disposed of at the District's discretion. Staff is recommending disposal of 49 chairs and a prep table.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor, Resolution 2025-10, classifying surplus tangible property and authorizing disposition was approved.

SEVENTH ORDER OF BUSINESS**Supervisor Requests**

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS**Audience Comments**

A resident asked if a virtual attendance option for the board meetings has been considered.

Mr. Gentry responded that some districts will try to open up a listen-in only option for residents, however it gets tricky to take public comments virtually as it is difficult to manage.

NINTH ORDER OF BUSINESS

**Next Scheduled Meetings – October 15,
2025 at 9:00 a.m. at the RiverHouse**

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Minutes of Special Meeting
Rivers Edge, Rivers Edge II, Rivers Edge III
Community Development Districts

A special meeting of the Board of Supervisors of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts was held Wednesday, September 17, 2025 at 10:02 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Rivers Edge

Mac McIntyre	Chairman by telephone
Scott Maynard	Vice Chairman
Frederick Baron	Supervisor
Robert Cameron	Supervisor
Christopher White	Supervisor

Rivers Edge II

D. J. Smith	Chairman
Jason Thomas	Vice Chairman
Jason Reid	Supervisor
Donna WeMett	Supervisor
Jarrett O’Leary	Supervisor

Rivers Edge III

D. J. Smith	Chairman
Jason Thomas	Vice Chairman
Jarrett O’Leary	Supervisor

Also present were:

Corbin deNagy	District Manager
Lauren Gentry	District Counsel
Mary Grace Henley	District Counsel
Richard Losco	Vesta/Amenity Services
Kevin McKendree	Vesta/Amenity Services
Kim Fatuch	Vesta/Amenity Services
Jason Davidson	Vesta/Amenity Services
Ken Council	Vesta/Amenity Services
Lisa McCormick	Vesta/Amenity Services

Ryan Stillwell
Brad Correia
Several Residents

District Engineer
Crown Pools

The following is a summary of the discussions and actions taken at the September 17, 2025 special joint meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the joint meeting to order at 10:02 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Discussion of Hallow-Crawl Event

Ms. Gentry stated regarding the Hallow-Crawl event, we did receive a list of requested property use from the event planners and the board did receive an excel spreadsheet that summarizes where the uses are proposed to occur and what activities are proposed to occur. We had a long call with our district insurance carrier and summarized their advice in an email to the board. They did caution that if there is any large event where you don't really have a defined event space where it is one host hosting -- in the RiverHouse for example, that is easy to control -- But with a big event like this where you don't control who is coming in, you don't control who is attending, you have many different hosts, you have many different vendors and no central source to hold accountable it is more difficult to control the liability. Your insurance carrier said at a minimum we want insurance, both from the host and from any third-party vendors that are hired to perform on district property. We would want waivers through the wristband signup process. They strenuously cautioned against allowing alcohol to be served on district property for this event due to liability concerns. Ms. Gentry clarified that the District is not controlling or restricting what homeowners can do on their personal property; this discussion is only regarding what can be done on District property.

Discussion ensued.

After discussion of liability, no third party vendors on district property, allow reduced scope of activities, residents may ask county to block off roadway, individuals assume liability on their own property, individuals may request additional law enforcement, limited number of guests

at district amenities, individual event insurance, one event insurance policy to cover the whole event, sign waiver when picking up wrist band, wrist bands, indemnifications, after event clean-up the boards took the following action.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor limited use of district property would be allowed for the Hallow-Crawl event, no alcohol served or sold on CDD property, with precautions in place to include a use agreement with provisions for insurance, indemnification as well as third-party insurance and waiver language in the sign-up forms and use of wristbands for CDD II property.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor limited use of district property would be allowed for the Hallow-Crawl event, no alcohol served or sold on CDD property, with precautions in place to include a use agreement with provisions for insurance, indemnification as well as third-party insurance and waiver language in the sign-up forms and use of wristbands for CDD III property.

On MOTION by Mr. White seconded by Mr. Cameron with all in favor limited use of district property would be allowed for the Hallow-Crawl event, no alcohol served or sold on CDD property, with precautions in place to include a use agreement with provisions for insurance, indemnification as well as third-party insurance and waiver language in the sign-up forms and use of wristbands for CDD I property.

FOURTH ORDER OF BUSINESS

Overview of Tri-Party Interlocal and Cost Share Agreement

Mr. deNagy stated a few months ago we talked about having a joint meeting to talk about the cost share process. This started with discussion of a couple items, one of which being the Garden South alley repair, splash pad repair, and along with this is the interlocal agreement that was entered into in 2019 at the time Rivers Edge III had not been established. The intent was for us to bring forward an amendment to that interlocal agreement that would clean up some of that language, remove Mattamy and put in Rivers Edge III. We don't have that amendment available at this meeting but what we can do is give you an overview of the cost share methodology and how it works.

There are two sections, the first of which is landscaping, irrigation and stormwater, because the districts are not yet fully built out, Rivers Edge is built out, Rivers Edge II and Rivers Edge III are still developing so the cost share model says that we would project out what total build out costs would be and there was an estimate determined that said this is what these costs would be for Rivers Edge II and Rivers Edge III when they are fully built out. We add all three of those numbers and get a total for landscape, irrigation and stormwater -- what I'm considering to be grounds maintenance. It came in around \$4 million so we know the total cost, but we need to look at what is called ERUs. Each district has a development program that says there is going to be X number of homes, X number of 55-foot lots, whatever it is but there is a percentage assigned to all these different lots. Each district is going to have its own ERU value and its own share of the costs based on that development program. Rivers Edge I has more ERUs than Rivers Edge II. Rivers Edge III is a very similar development program so those ERU values are very similar and II is a little less. That means that of that total cost share, for this upcoming fiscal year we determined that Rivers Edge is responsible for 35.5% of the cost share, Rivers Edge II is responsible for 29.48% and Rivers Edge III is responsible for 35.02%. Of that \$4.75 million Rivers Edge is responsible for 35.5% and that allocated cost is about \$1.7 million but we know by looking at the budget what Rivers Edge actually pays about \$2 million. You are paying more than the cost share model says you should be paying. You need to be subsidized from the other districts. Each district has its own allocated cost, and it tells us who owes what. In this model Rivers Edge II actually is responsible for \$1.4 million but their projected total costs are about \$900,000. In this model Rivers Edge II would actually subsidize the cost for Rivers Edge and Rivers Edge III. In the budget Rivers Edge would see revenue every month from Rivers Edge II, which is to help cover the costs of the landscaping that Rivers Edge pays for.

We have a similar model when it comes to amenities. Amenities are a little more straightforward because we are not using projected costs, we are using budgeted costs. Those budgeted costs are based on historical spending. The RiverHouse has been in operation for a while, and we feel good about what those costs are. It includes everything it takes to operate the RiverHouse amenity center. We take those total budgeted costs and apply those same ERU percentages. For example, Rivers Edge's allocated costs are \$907,000 but you are paying over \$1 million and this model says the other districts need to subsidize your costs to run this amenity center.

It is very technical and I'm happy to go over the numbers with each of you, but that is how this cost share model works. The goal moving forward is now that Rivers Edge II has a capital reserve study, Rivers Edge I capital reserve study was from 2023, Rivers Edge III I would like to get a capital reserve study done next year then all three districts will have a capital reserve study so we know all the large capital projects that we know we are going to have to repair or replace, we know the costs between all three districts. I expect to have an amendment to the interlocal agreement at the next meeting to clean up the language.

Ms. Gentry stated obviously this agreement was drafted years ago, it is our best prediction of items that need to be cost shared by three districts so that everyone has some certainty for the majority of items that come up. There are items that come up that were never contemplated under the cost share but may make sense to cost share. There may be something that requires more maintenance than we thought it would and in that case the cost share agreement does provide for supplemental requests when these special cases come up. If the districts do not agree, it provides for calling a joint meeting so that everyone can get together and discuss it. All the proposals that we will discuss today is how the interlocal was contemplated to work, we are following the processes.

Mr. deNagy stated what I tried to shift towards in this budget cycle was to put in these anticipated capital projects. That way each board saw it through the budget process, each board approved them so that we try to avoid the confusion of who is paying for what. What makes it complicated is when the cost is higher than what was approved in the budget.

FIFTH ORDER OF BUSINESS

Consideration of Cost Share Items

The next item was taken out of order from the agenda.

RiverHouse Sand Filtration System

Mr. Losco stated this item was budgeted but the cost came in over budget and we are asking for a change order to the contract of about \$50,000.

After discussion the boards took the following action.

On MOTION by Mr. Cameron seconded by Mr. Baron with all in favor the cost share for the RiverHouse sand filtration system for CDD I in the amount of \$62,125 was approved.

On MOTION by Mr. Smith seconded by Ms. WeMett with all in favor the cost share for the RiverHouse sand filtration system for CDD II in the amount of \$51,590 was approved.

On MOTION by Mr. Smith seconded by Mr. O’Leary with all in favor the cost share for the RiverHouse sand filtration system for CDD III in the amount of \$61,285 was approved.

A. Gardens South Asphalt Repair

Mr. deNagy stated Rivers Edge did approve this request in April and after we looked at it, the model does not contemplate alleyways. The idea was that this would come back as a supplemental cost share request to CDD II and CDD III.

Mr. Losco stated we just got an updated quote from Burnham Construction, and the new quote is for \$128,066.86 of which CDD I’s cost share would be \$45,463.74, CDD II would be \$37,741.01 and CDD III would be \$44,849.01.

Ms. WeMett stated I looked at the cost share agreement and did not see a provision for alleys.

Ms. Gentry stated the cost share does not provide for automatic cost sharing of alleys. That is why it is coming back as a supplemental discretionary cost share request.

Ms. WeMett stated in Watersong we take care of our own roads, and you should take care of your alleyways. The alleyway provides no benefit to the whole community. It is an extension of someone’s driveway. No one can get to it from an amenity center in another community. I have had multiple people reach out to me from my district on Facebook and email asking that I vote no on this issue because they feel this is an expense they shouldn’t pay for in our district. I told them I was voting no because I had people ask me to vote no.

Mr. White stated I would just ask that you think about the future and if CDD II would need repairs that may not exist in the cost share.

Ms. WeMett I’m just telling you what my constituents have told me, and I rely on my constituents. I object to the Rivers Edge II board sharing costs for a private road that none of our residents use on a regular basis.

Mr. White stated the residents of CDD 1 utilize it to get in and out of their homes, and the county utilizes it through their vendors to pick up trash.

Mr. Baron stated this is why I had a discussion with DJ and the engineer to find out why Mattamy isn't responsible for this since it was the plan for the community.

Mr. Stillwell stated for everyone's knowledge, the Gardens South development was done prior to Mattamy coming into RiverTown, it was done by the original developer, St. Joe. I did go back to aerials from 2009 and 2010 because it was prior to my time and those alleys are 15, 16 years old at this point. From a history perspective it predates Mattamy.

Mr. Baron stated we don't want to start fracturing and say, I'm not going to pay for this and I'm not going to pay for that. It is one community that everyone supports.

Mr. Smith stated I wish it would have been perceived that way when we fixed the fountains out front that benefit the whole community at the entrance.

Mr. Baron stated that was to Mattamy's benefit and it was also Mattamy's property.

Mr. McIntyre joined the meeting at this time by telephone.

Ms. WeMett stated I would like to know if any other Rivers Edge II board members received any requests from any residents about this issue.

Mr. Reid stated I received about 14 emails from different residents. All of them opposed to cost sharing. A lot of them specifically quoted the agreement, "All alleys and private roads are not in the cost share agreement between the three Rivers Edge CDDs." I think I've gotten a total of one email since December until one week ago and now I have 14 emails from different people.

Mr. Thomas stated I also got a bunch of emails, but CDD II is not my concern. My concern is whether or not this is a true cost share item.

Ms. Gentry stated it is not a cost share item under our current agreement; we are following the procedure for supplemental requests. It is discretionary for CDD II and CDD III.

Mr. Stillwell stated all the roads in this main original development area that extend up into the Gardens are owned by Rivers Edge CDD, they are not owned by the county.

A resident stated all future road replacements or repairs are included in the reserve study to be replaced by the Watersong HOA, not the CDD, and we are assessing our residents to do that over the next 20 to 30 years, so there is not a cost share agreement between CDD II and the other CDDs because our HOA is taking responsibility for that, so I think CDD I should pay for their own roads because they are the ones using it.

Ms. Gentry stated the interlocal agreement does provide for certain shared roadway costs, but it refers to the offsite roadway costs, so the cost of S.R. 13 roundabout, C.R. 244 landscape

maintenance and surface water management, C.R. 223 and S.R. 13 offsite improvements as well. It is more about the improvements within the right of way, not the road surfaces.

Mr. Cameron stated so then we need to keep that in mind for what we need to have for reserves in the future.

Mr. deNagy stated the reserve study does contemplate asphalt replacement.

Ms. Gentry stated the Rivers Edge I board previously approved a proposal to do this repair and maintenance. We now have an updated proposal and because the board has not been presented with that new proposal but they have made the cost share request so the ball is in CDD II and CDD III's court to make a motion if you would like to participate in that cost share.

Ms. WeMett moved to oppose CDD II's participation in the cost share for the Gardens South asphalt repair, Mr. Reid seconded the motion and on voice vote with two in favor and Mr. Smith, Mr. Thomas and Mr. O'Leary opposed the motion failed.

On MOTION by Mr. Smith seconded by Mr. Thomas with three in favor and Ms. WeMett and Mr. Reid opposed the cost share for the Gardens South asphalt repair for CDD II in the amount of \$37,741.01 was approved.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the cost share for the Gardens South asphalt repair for CDD III in the amount of \$41,647.02 was approved.

On MOTON by Mr. Maynard seconded by Mr. Cameron with all in favor the cost share to the Gardens South asphalt repair for Rivers Edge in the amount of \$37,668.77 was approved.

B. Splash Pad Repairs and Maintenance

Mr. Losco presented the cost share request for the splash pad repairs and maintenance.

Mr. deNagy stated the splash pad is on Mattamy property and depending on how the boards want to move forward with this, we would potentially look at doing a maintenance agreement that says that we do want the district to maintain this amenity, hold the health permit and that is part of this discussion. How do we want to do this moving forward to have the district pay for these, have these be cost shared items, enter into a maintenance agreement so that it is clear who is doing what.

Ms. WeMett stated it appears in the county records in 2017 that Rivers Edge CDD transferred the property that the splash pad is on and the sales center to Mattamy. If that transfer of property took place in 2017 why wasn't the certificate changed regarding the splash pad with the board of health?

Ms. Gentry stated I think what you are seeing is a discrepancy on the property appraiser's website in the section where they usually only list deeds, they have listed other types of documents. So this property has always been owned by Mattamy, it was never owned by the CDD or deeded over to Mattamy by the CDD. The splash pad is operated as something that is open to the community to use. Historically, CDD I was paying for the maintenance of that splash pad since it was open to the residents to use as an amenity. As long as it serves a public purpose that is a permissible use of district funds if the Board chooses to do so. I recommend getting a maintenance agreement in place if you would like to continue maintaining this.

On MOTION by Mr. Maynard seconded by Mr. Baron with all in favor the welcome center splash pad repair cost share for Rivers Edge in the amount of \$2,972.16 was approved and staff was directed to add the splash pad to the website as an amenity.

On MOTION by Mr. Smith seconded by Mr. Thomas with four in favor and Ms. WeMett opposed the welcome center splash pad repair cost share for CDD II in the amount of \$3,111.78 was approved.

On MOTON by Mr. Smith seconded by Mr. Thomas with all in favor the welcome center splash pad repair cost share for CDD III in the amount of \$3,286.06 was approved.

Staff will prepare a maintenance agreement for the next meeting.

C. RiverHouse Sand Filtration System

This item was taken earlier in the meeting.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Cameron asked what are the thoughts on permission for the schools to utilize the properties in RiverTown?

Mr. Losco stated we can prepare a generic form. Kim has been inundated with the activities at the school so we were going to ask if we could do a generic form for any type of request for usage.

Ms. WeMett stated we discussed this at the last CDD II meeting, it came to our attention that we have a security agreement with Giddens Security. That same agreement has been in effect since 2015, and it is outdated. Since this is a cost share item, I think it would be to our advantage to get bids for security.

Mr. deNagy stated we can hold a separate joint meeting joint meeting about security.

Mr. Thomas stated I want to go back to repairs. We want Watersong residents to know that you are not going to be paying for that, that falls outside the budget. Mattamy subsidizes if anything falls outside the budget, so basically Mattamy pays for it.

On MOTION by Mr. Thomas seconded by Ms. WeMett with all in favor the meeting adjourned at 11:35 a.m.
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On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the meeting adjourned at 11:35 a.m.

On MOTION by Mr. Maynard seconded by Mr. Cameron with all in favor the meeting adjourned at 11:35 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge II
Community Development District

Unaudited Financial Reporting
August 31, 2025



Rivers Edge II
Community Development District
Combined Balance Sheet
August 31, 2025

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 105,701	\$ -	\$ 285	\$ -	\$ 105,986
Due from Other	5,569	-	-	-	5,569
Due from Vesta - Café	267,965	-	-	-	267,965
Due from Capital Project Fund Series 2020	-	-	-	1,138	1,138
Investments:					
State Board of Administration (SBA)	5,620	-	60,687	-	66,307
Custody	23,528	-	-	-	23,528
Series 2020					
Reserve	-	229,985	-	-	229,985
Revenue	-	349,228	-	-	349,228
Prepayment	-	396	-	-	396
Construction	-	-	-	6,187	6,187
Series 2021					
Reserve	-	248,150	-	-	248,150
Revenue	-	284,529	-	-	284,529
Prepayment	-	1,150	-	-	1,150
Construction	-	-	-	2,031	2,031
Prepaid Expenses	10,000	-	-	-	10,000
Deposits	16,840	-	-	-	16,840
Total Assets	\$ 435,224	\$ 1,113,439	\$ 60,971	\$ 9,356	\$ 1,618,990
Liabilities:					
Accounts Payable	\$ 22,212	\$ -	\$ -	\$ -	\$ 22,212
Accrued Expenses	7,687	-	-	-	7,687
Due to Vesta - Café	18,436	-	-	-	18,436
Due to Mattamy	360	-	-	-	360
Due to Capital Project Fund Series 2021	-	-	-	1,138	1,138
Total Liabilities	\$ 48,695	\$ -	\$ -	\$ 1,138	\$ 49,833
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Deposits	16,840	-	-	-	16,840
Restricted for:					
Debt Service - Series	-	1,113,439	-	-	1,113,439
Capital Project - Series	-	-	-	8,218	8,218
Assigned for:					
Capital Reserve Fund	-	-	60,971	-	60,971
Unassigned	359,689	-	-	-	359,689
Total Fund Balances	\$ 386,529	\$ 1,113,439	\$ 60,971	\$ 8,218	\$ 1,569,157
Total Liabilities & Fund Balance	\$ 435,224	\$ 1,113,439	\$ 60,971	\$ 9,356	\$ 1,618,990

Rivers Edge II
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance

Revenues:

Special Assessments - Tax Roll	\$ 1,055,360	\$ 1,055,360	\$ 1,062,090	\$ 6,730
Special Assessments - Direct Bill	185,789	185,789	185,789	-
Developer Contributions	1,286,220	870,785	870,785	-
Café Gross Sales	517,856	517,856	852,515	334,659
Miscellaneous Income	5,000	4,583	1,194	(3,389)
Insurance Proceeds	-	-	52,859	52,859
Interest	5,000	5,000	6,399	1,399

Total Revenues	\$ 3,055,225	\$ 2,639,373	\$ 3,031,631	\$ 392,258
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Expenditures:

General & Administrative:

Supervisor Fees	\$ -	\$ -	\$ 4,200	\$ (4,200)
FICA Expense	-	-	321	(321)
District Engineering	15,000	15,000	15,082	(82)
District Counsel	30,000	27,500	26,929	571
District Management	39,326	36,049	36,049	(0)
Construction Accounting	3,710	3,401	-	3,401
Assessment Roll Administration	5,618	5,618	5,618	-
Dissemination Agent	5,618	5,618	6,300	(682)
Information Technology	2,022	2,022	2,603	(581)
Website Administration	1,348	1,348	1,736	(387)
Annual Audit	5,000	-	-	-
Trustee Fees	10,000	9,167	3,081	6,085
Arbitrage Rebate	1,200	600	600	-
Telephone	200	183	58	126
Postage & Delivery	500	500	1,335	(835)
Printing & Binding	250	250	853	(603)
Insurance General Liability	7,961	7,961	7,745	216
Legal Advertising	2,500	2,500	4,172	(1,672)
Other Current Charges	500	458	10	448
Office Supplies	150	138	7	130
Dues, Licenses & Subscriptions	175	175	175	-

Total General & Administrative	\$ 131,079	\$ 118,488	\$ 116,875	\$ 1,613
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Operations & Maintenance

Ground Maintenance:

Cost Share Landscaping - Rivers Edge	\$ 801,623	\$ 734,821	\$ 734,821	\$ (0)
Field Operations Management (Vesta)	39,438	36,152	36,152	-
Landscape Maintenance	424,716	389,323	385,984	3,339
Lake Maintenance	23,000	23,000	28,395	(5,395)
Landscape Contingency	80,000	80,000	124,369	(44,369)
Irrigation Repairs and Replacement	37,000	37,000	44,353	(7,353)
Irrigation Water Use	70,000	64,167	45,740	18,427
Streetlighting	28,000	25,667	22,208	3,459

Subtotal Ground Maintenance	\$ 1,503,777	\$ 1,390,129	\$ 1,422,022	\$ (31,893)
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Rivers Edge II
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Amenity Center - River Club:</u>				
Cost Share Amenity - Rivers Edge	\$ 88,478	\$ 81,105	\$ 81,105	\$ (0)
General Manager (Vesta)	46,793	42,894	44,299	(1,405)
Amenity Manager (Vesta)	29,632	27,163	27,163	0
Maintenance Service (Vesta)	103,123	94,529	94,529	0
Lifestyle Director (Vesta)	43,329	39,718	39,718	-
Facilities Attendant (Vesta)	113,852	104,364	104,364	(0)
Security Monitoring	5,000	4,583	315	4,268
Telephone	12,721	12,721	13,274	(554)
Insurance	78,540	78,540	73,323	5,217
Pool Chemicals (Poolsure)	10,000	10,000	12,576	(2,576)
Janitorial Services (Vesta)	32,875	30,135	30,135	0
Access Cards	3,500	3,208	-	3,208
Window Cleaning	3,500	3,208	-	3,208
Natural Gas	4,000	4,000	5,095	(1,095)
Electric	28,000	25,667	22,842	2,825
Water & Sewer	17,000	15,583	13,236	2,347
Repair and Replacements	75,000	75,000	102,163	(27,163)
Refuse	20,000	18,333	19,208	(875)
Pest Control	1,920	1,920	2,032	(112)
License & Permits	1,000	917	350	566
Other Current	500	458	-	458
Special Events	30,000	27,500	29,709	(2,209)
Holiday Decorations	23,000	21,083	22,062	(979)
Office Supplies & Postage	750	688	295	392
Contingency	5,000	4,583	1,305	3,278
Subtotal Amenity Center - River Club	\$ 777,513	\$ 727,902	\$ 739,100	\$ (11,199)
<u>Café Operations:</u>				
Café-Cost of Goods Sold	\$ 239,259	\$ 239,259	\$ 298,806	\$ (59,546)
Café-Labor	241,176	241,176	398,558	(157,382)
Café-Bank Fees	22,631	22,631	33,371	(10,741)
Other Expenses related to Café Operations	2,550	2,338	860	1,478
Café Management	12,240	11,220	-	11,220
Subtotal Café Operations	\$ 517,856	\$ 516,624	\$ 731,595	\$ (214,972)
Total Operations & Maintenance	\$ 2,799,146	\$ 2,634,654	\$ 2,892,718	\$ (258,063)
Total Expenditures	\$ 2,930,225	\$ 2,753,142	\$ 3,009,593	\$ (256,450)
Excess (Deficiency) of Revenues over Expenditures	\$ 125,000	\$ (113,770)	\$ 22,038	\$ 648,708
<u>Other Financing Sources/(Uses):</u>				
Capital Reserve Funding	\$ 125,000	\$ 25,000	\$ 25,000	\$ -
Total Other Financing Sources/(Uses)	\$ 125,000	\$ 25,000	\$ 25,000	\$ -
Net Change in Fund Balance	\$ 0	\$ (138,770)	\$ (2,962)	\$ 648,708
Fund Balance - Beginning	\$ -		\$ 389,491	
Fund Balance - Ending	\$ 0		\$ 386,529	

Rivers Edge II
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 502,823	\$ 348,849	\$ -	\$ 165,239	\$ 23,777	\$ -	\$ -	\$ 21,401	\$ -	\$ -	\$ -	\$ 1,062,090
Special Assessments - Direct Bill	34,310	151,480	-	-	-	-	-	-	-	-	-	-	185,789
Developer Contributions	-	253,272	-	-	-	-	600,000	17,513	-	-	-	-	870,785
Café Gross Sales	52,537	46,717	49,179	45,452	55,386	92,497	96,258	102,753	120,785	100,557	90,394	-	852,515
Miscellaneous Income	155	25	395	40	55	30	25	127	68	84	191	-	1,194
Insurance Proceeds	-	-	-	52,859	-	-	-	-	-	-	-	-	52,859
Interest	191	107	414	1,344	1,077	1,454	1,410	259	28	32	83	-	6,399
Total Revenues	\$ 87,193	\$ 954,424	\$ 398,837	\$ 99,694	\$ 221,758	\$ 117,758	\$ 697,692	\$ 120,652	\$ 142,282	\$ 100,673	\$ 90,668	\$ -	\$ 3,031,631
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ 800	\$ 400	\$ 600	\$ 400	\$ 800	\$ 400	\$ 400	\$ 400	\$ -	\$ 4,200
FICA Expense	-	-	-	61	31	46	31	61	31	31	31	-	321
District Engineering	2,481	125	648	-	125	-	7,478	284	3,185	356	399	-	15,082
District Counsel	2,002	3,263	2,309	1,989	2,287	-	4,552	-	4,629	3,044	2,855	-	26,929
District Management	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	3,277	-	36,049
Construction Accounting	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Roll Administration	5,618	-	-	-	-	-	-	-	-	-	-	-	5,618
Dissemination Agent	668	468	468	468	468	468	1,068	818	468	468	468	-	6,300
Information Technology	169	169	168	169	169	169	169	168	169	169	919	-	2,603
Website Administration	112	112	112	112	112	112	112	112	112	112	612	-	1,736
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	1,541	1,541	-	-	-	3,081
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	600	-	-	600
Telephone	1	4	-	20	4	6	-	-	9	14	-	-	58
Postage & Deleivery	64	216	60	55	48	78	62	72	21	548	110	-	1,335
Printing & Binding	24	7	80	21	13	32	7	7	52	604	7	-	853
Insurance General Liability	7,745	-	-	-	-	-	-	-	-	-	-	-	7,745
Legal Advertising	1,080	-	951	-	-	-	-	32	-	1,078	1,031	-	4,172
Other Current Charges	-	-	10	-	-	-	-	-	-	-	-	-	10
Office Supplies	1	0	0	0	1	1	1	0	1	0	1	-	7
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 23,418	\$ 7,641	\$ 8,084	\$ 6,974	\$ 6,935	\$ 4,789	\$ 17,156	\$ 7,172	\$ 13,894	\$ 10,702	\$ 10,110	\$ -	\$ 116,875
Operations & Maintenance													
Ground Maintenance:													
Cost Share Landscaping - Rivers Edge	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ 66,802	\$ -	\$ 734,821
Field Operations Management (Vesta)	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	3,287	-	36,152
Landscape Maintenance	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	35,089	-	385,984
Lake Maintenance	1,787	1,787	2,273	1,787	1,787	4,567	1,787	1,787	3,416	1,787	5,630	-	28,395
Landscape Contingency	3,440	1,780	11,515	2,225	13,175	-	70,344	10,515	9,275	600	1,500	-	124,369
Irrigation Repairs and Replacement	4,775	-	3,648	1,612	15,114	-	4,389	10,687	2,834	-	1,294	-	44,353
Irrigation Water Use	4,563	7,451	6,245	3,113	1,753	1,225	1,232	2,907	5,734	5,953	5,565	-	45,740
Streetlighting	1,928	1,917	2,235	2,501	2,592	2,221	2,388	1,873	1,422	1,627	1,504	-	22,208
Subtotal Ground Maintenance	\$ 121,671	\$ 118,113	\$ 131,095	\$ 116,416	\$ 139,598	\$ 113,191	\$ 185,319	\$ 132,946	\$ 127,859	\$ 115,145	\$ 120,670	\$ -	\$ 1,422,022

Rivers Edge II
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Amenity Center - River Club:</u>													
Cost Share Amenity - Rivers Edge	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ 7,373	\$ -	\$ 81,105
General Manager (Vesta)	4,018	3,899	4,130	4,044	4,030	4,027	4,039	4,030	4,030	4,022	4,029	-	44,299
Amenity Manager (Vesta)	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	-	27,163
Maintenance Service (Vesta)	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	-	94,529
Lifestyle Director (Vesta)	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	-	39,718
Facilities Attendant (Vesta)	18,081	894	9,488	9,488	9,488	9,488	9,488	9,488	9,488	9,488	9,488	-	104,364
Security Monitoring	-	-	105	-	-	105	-	-	105	-	-	-	315
Telephone	1,147	1,148	1,148	1,148	1,211	1,306	1,306	1,306	1,306	1,259	989	-	13,274
Insurance	73,323	-	-	-	-	-	-	-	-	-	-	-	73,323
Pool Maintenance (Vesta)	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Chemicals (Poolsure)	1,103	1,103	1,103	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	-	12,576
Janitorial Services (Vesta)	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	-	30,135
Access Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
Window Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Natural Gas	333	364	421	452	379	517	742	536	425	561	364	-	5,095
Electric	1,908	1,825	1,947	2,479	2,315	1,885	1,848	2,055	2,115	2,296	2,168	-	22,842
Water & Sewer	778	1,580	1,357	1,122	1,101	1,087	1,131	1,368	1,108	1,069	1,133	-	13,236
Repair and Replacements	1,373	2,806	25,816	21,684	11,969	2,974	3,109	3,828	5,399	6,297	16,908	-	102,163
Refuse	2,042	2,042	2,028	2,025	2,604	2,579	1,181	1,177	1,177	1,170	1,185	-	19,208
Pest Control	119	119	500	122	122	122	122	122	122	439	122	-	2,032
License & Permits	-	-	-	-	-	-	-	350	-	-	-	-	350
Other Current	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events	4,022	-	225	5,783	800	2,550	2,522	5,215	2,750	4,100	1,743	-	29,709
Holiday Decorations	2,830	-	-	11,320	-	-	-	-	-	7,912	-	-	22,062
Office Supplies & Postage	295	-	-	-	-	-	-	-	-	-	-	-	295
Contingency	-	-	-	-	-	-	1,305	-	-	-	-	-	1,305
Subtotal Amenity Center - River Club	\$ 136,158	\$ 40,567	\$ 73,055	\$ 85,611	\$ 59,965	\$ 52,586	\$ 52,738	\$ 55,419	\$ 54,369	\$ 64,557	\$ 64,073	\$ -	\$ 739,100
<u>Café Operations:</u>													
Café-Cost of Goods Sold	\$ 23,605	\$ 17,213	\$ 17,627	\$ 17,758	\$ 20,595	\$ 31,467	\$ 32,930	\$ 37,242	\$ 34,711	\$ 35,634	\$ 30,024	\$ -	\$ 298,806
Café-Labor	30,306	27,936	26,825	30,467	28,505	35,176	40,327	42,121	49,147	46,145	41,603	-	398,558
Café-Bank Fees	2,233	1,777	2,922	1,851	2,175	2,920	4,287	3,910	3,856	4,252	3,189	-	33,371
Other Expenses related to Café Operations	-	-	-	275	-	-	-	585	-	-	-	-	860
Café Management	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Café Operations	\$ 56,144	\$ 46,926	\$ 47,375	\$ 50,350	\$ 51,276	\$ 69,563	\$ 77,544	\$ 83,857	\$ 87,714	\$ 86,031	\$ 74,816	\$ -	\$ 731,595
Total Operations & Maintenance	\$ 313,973	\$ 205,605	\$ 251,525	\$ 252,378	\$ 250,839	\$ 235,340	\$ 315,600	\$ 272,222	\$ 269,942	\$ 265,734	\$ 259,560	\$ -	\$ 2,892,718
Total Expenditures	\$ 337,391	\$ 213,247	\$ 259,609	\$ 259,352	\$ 257,774	\$ 240,128	\$ 332,756	\$ 279,395	\$ 283,836	\$ 276,436	\$ 269,669	\$ -	\$ 3,009,593
Excess (Deficiency) of Revenues over Expenditures	\$ (250,198)	\$ 741,178	\$ 139,229	\$ (159,657)	\$ (36,017)	\$ (122,370)	\$ 364,936	\$ (158,743)	\$ (141,555)	\$ (175,763)	\$ (179,001)	\$ -	\$ 22,038
<u>Other Financing Sources/Uses:</u>													
Capital Reserve Funding	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Net Change in Fund Balance	\$ (250,198)	\$ 741,178	\$ 139,229	\$ (134,657)	\$ (36,017)	\$ (122,370)	\$ 364,936	\$ (158,743)	\$ (141,555)	\$ (175,763)	\$ (179,001)	\$ -	\$ (2,962)

Rivers Edge II
Community Development District
Debt Service Fund Series 2020
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 462,928	\$ 462,928	\$ 462,191	\$ (737)
Prepayments	-	-	11,217	11,217
Interest Income	5,000	5,000	25,524	20,524
Total Revenues	\$ 467,928	\$ 467,928	\$ 498,931	\$ 31,004
Expenditures:				
Interest - 11/1	\$ 163,321	\$ 163,321	\$ 163,321	\$ -
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Principal Prepayment - 2/1	-	-	5,000	(5,000)
Interest - 2/1	-	-	61	(61)
Interest - 5/1	163,321	163,321	163,070	251
Principal - 5/1	130,000	130,000	130,000	-
Principal Prepayment - 5/1	-	-	15,000	(15,000)
Total Expenditures	\$ 456,643	\$ 456,643	\$ 481,453	\$ (24,810)
Excess (Deficiency) of Revenues over Expenditures	\$ 11,285	\$ 11,285	\$ 17,479	\$ 6,194
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 11,285	\$ 11,285	\$ 17,479	\$ 6,194
Fund Balance - Beginning	\$ 318,060		\$ 562,131	
Fund Balance - Ending	\$ 329,345		\$ 579,610	

Rivers Edge II
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 305,842	\$ 305,842	\$ 306,283	\$ 441
Special Assessments - Direct Bill	245,810	245,810	245,811	1
Prepayments	-	-	873,878	873,878
Interest Income	5,000	5,000	32,208	27,208
Total Revenues	\$ 556,652	\$ 556,652	\$ 1,458,180	\$ 901,528
Expenditures:				
Interest - 11/1	\$ 168,220	\$ 168,220	\$ 167,945	\$ 275
Principal Prepayment - 11/1	-	-	5,000	(5,000)
Principal Prepayment - 2/1	-	-	875,000	(875,000)
Interest - 2/1	-	-	7,921	(7,921)
Interest - 5/1	168,220	168,220	152,003	16,218
Principal - 5/1	215,000	215,000	195,000	20,000
Principal Prepayment - 5/1	-	-	30,000	(30,000)
Total Expenditures	\$ 551,440	\$ 551,440	\$ 1,432,869	\$ (881,429)
Excess (Deficiency) of Revenues over Expenditures	\$ 5,212	\$ 5,212	\$ 25,311	\$ 20,099
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 5,212	\$ 5,212	\$ 25,311	\$ 20,099
Fund Balance - Beginning	\$ 241,052		\$ 508,518	
Fund Balance - Ending	\$ 246,264		\$ 533,829	

Rivers Edge II
Community Development District
Statement of Revenues and Expenditures

Capital Projects Funds

For The Period Ending August 31, 2025

Description	SE 2020	SE 2021
<u>Revenues</u>		
Interest	\$ 243	\$ 80
Transfer In	-	-
Total Revenues	\$ 243	\$ 80
<u>Expenditures</u>		
Capital Outlay	\$ -	\$ -
Transfer Out	-	-
Total Expenditures	\$ -	\$ -
Excess Revenues (Expenditures)	\$ 243	\$ 80
Beginning Fund Balance	\$ 4,806	\$ 3,089
Ending Fund Balance	\$ 5,049	\$ 3,169

Rivers Edge II
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted Budget	Prorated Budget Thru 08/31/25	Actual Thru 08/31/25	Variance
Revenues				
Capital Reserve Funding	\$ 125,000	\$ 25,000	\$ 25,000	\$ -
Developer Contributions	-	-	114,016	114,016
Interest	1,000	1,000	1,428	428
Total Revenues	\$ 126,000	\$ 26,000	\$ 140,444	\$ 114,444
Expenditures:				
Repair and Replacements	\$ 50,000	\$ 45,833	\$ 27,308	\$ 18,525
Capital Outlay	-	-	215,098	(215,098)
Total Expenditures	\$ 50,000	\$ 45,833	\$ 242,406	\$ (196,573)
Excess (Deficiency) of Revenues over Expenditures	\$ 76,000	\$ (19,833)	\$ (101,962)	\$ 311,017
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 76,000		\$ (101,962)	
Fund Balance - Beginning	\$ 193,794		\$ 162,933	
Fund Balance - Ending	\$ 269,794		\$ 60,971	

Rivers Edge II
Community Development District
Long Term Debt Report

Series 2020, Capital Improvement Revenue Bonds		
Interest Rate:	4.5% - 5.3%	
Maturity Date:	5/1/2026	
Reserve Fund Definition	50% of Maximum Annual Debt at Issuance	
Reserve Fund Requirement	\$ 229,985	
Reserve Fund Balance	229,985	
Bonds outstanding - 5/22/2020	\$ 7,165,000	
Less: May 1, 2021 (Mandatory)	(115,000)	
Less: May 1, 2022 (Mandatory)	(120,000)	
Less: May 1, 2023 (Mandatory)	(125,000)	
Less: November 1, 2023 (Prepayment)	(30,000)	
Less: February 1, 2024 (Prepayment)	(35,000)	
Less: May 1, 2024 (Mandatory)	(130,000)	
Less: May 1, 2024 (Prepayment)	(10,000)	
Less: November 1, 2024 (Prepayment)	(5,000)	
Less: February 1, 2025 (Prepayment)	(5,000)	
Less: May 1, 2025 (Mandatory)	(130,000)	
Less: May 1, 2025 (Prepayment)	(15,000)	
Current Bonds Outstanding	\$ 6,445,000	

Series 2021, Capital Improvement Revenue Bonds		
Interest Rate:	2.47% - 3.75%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt at Issuance	
Reserve Fund Requirement	\$ 248,150	
Reserve Fund Balance	248,150	
Bonds outstanding - 4/23/2021	\$ 9,900,000	
Less: May 1, 2022 (Mandatory)	(200,000)	
Less: May 1, 2023 (Mandatory)	(205,000)	
Less: February 1, 2024 (Prepayment)	(10,000)	
Less: May 1, 2024 (Mandatory)	(210,000)	
Less: August 1, 2024 (Prepayment)	(15,000)	
Less: November 1, 2024 (Prepayment)	(5,000)	
Less: February 1, 2025 (Prepayment)	(875,000)	
Less: May 1, 2025 (Mandatory)	(195,000)	
Less: May 1, 2025 (Prepayment)	(30,000)	
Current Bonds Outstanding	\$ 8,155,000	

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2025 ASSESSMENTS

		ASSESSED			
ASSESSED TO	# UNITS	SERIES 2020 DEBT INVOICED NET	SERIES 2021 DEBT INVOICED NET	FY25 O&M	TOTAL NVOICED NET
MATTAMY	552	-	159,510.14	68,619.00	228,129.14
TOLL	100	-	86,300.36	117,170.26	203,470.62
TOTAL DIRECT BILLS	652	-	245,810.50	185,789.26	431,599.76
NET REVENUE TAX ROLL	831	459,262.58	304,342.40	1,055,360.37	1,818,965.35
TOTAL REVENUE	1,483	459,262.58	550,152.90	1,241,149.63	2,250,565.11

RECEIVED				
SERIES 2020 DEBT PAID	SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
-	159,510.14	68,618.99	228,129.13	0.01
-	86,300.36	117,170.26	203,470.62	-
-	245,810.50	185,789.25	431,599.75	0.01
462,190.99	306,282.99	1,062,089.70	1,830,563.68	(11,598.33)
462,190.99	552,093.49	1,247,878.95	2,262,163.43	(11,598.32)

DIRECT BILL PERCENT COLLECTED	0.00%	100.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	100.64%	100.64%	100.64%	100.64%
TOTAL PERCENT COLLECTED	100.64%	100.35%	100.54%	100.52%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2024, 25% due February 1, 2025 and 25% due May 1, 2025
Operations and maintenance assessments – 50% on October 31, 2024, 25% on November 30, 2024 and 25% on December 31, 2024

SUMMARY OF TAX ROLL RECEIPTS					
ST JOHNS COUNT DIST.	DATE	SERIES 2020 DEBT	SERIES 2021 DEBT	O&M	TOTAL AMOUNT
1	11/5/2024	1,914.81	1,268.90	4,400.13	7,583.84
2	11/15/2024	16,376.61	10,852.39	37,632.55	64,861.54
3	11/20/2024	22,341.24	14,805.01	51,338.96	88,485.22
4	12/6/2024	35,939.05	23,815.96	82,585.99	142,341.00
5	12/19/2024	142,242.65	94,260.82	326,865.86	563,369.33
6	1/9/2025	150,817.74	99,943.34	346,570.95	597,332.03
INTEREST	1/13/2025	991.51	657.05	2,278.44	3,927.00
7	2/20/2025	71,907.15	47,651.16	165,238.72	284,797.03
8	4/8/2025	9,857.40	6,532.27	22,651.77	39,041.44
INTEREST	4/14/2025	489.82	324.59	1,125.57	1,939.98
TAX CERTIFICATES	6/13/2025	901.72	597.55	2,072.11	3,571.38
9	7/10/2025	8,411.28	5,573.95	19,328.66	33,313.89
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL TAX ROLL RECEIPTS		462,190.99	306,282.99	1,062,089.70	1,830,563.68

C.

Rivers Edge II

Community Development District

Check Run Summary

August 31, 2025

Fund	Date	Check No.	Amount
General Fund			
<i>Payroll</i>	8/21/25	50021-50022	\$ 369.40
Sub-Total			\$ 369.40
General Fund			
<i>Accounts Payable</i>	8/18/25	2113-2136	\$ 173,062.46
Sub-Total			\$ 173,062.46
Capital Reserve Fund			
<i>Accounts Payable</i>			\$ -
Sub-Total			\$ -
Total			\$ 173,431.86

PR300R

PAYROLL CHECK REGISTER

RUN 8/21/25 PAGE 1

CHECK #	EMP #	EMPLOYEE NAME	CHECK AMOUNT	CHECK DATE
50021	1	DONNA L WEMETT	184.70	8/21/2025
50022	2	JAMES M REID JR	184.70	8/21/2025
TOTAL FOR REGISTER			369.40	

RED2 RIVERS EDGE II DLAUGHLIN

Attendance Sheet

District Name: Rivers Edge II CDD

Board Meeting Date: August 20, 2025 Meeting

	Name	In Attendance	Fee
1	DJ Smith <i>Chairman</i>	☒	N/A
2	Jason Thomas <i>Vice Chairman</i>	☒	N/A
3	Jarrett O'Leary <i>Assistant Secretary</i>	☒	N/A
4	Donna WeMett <i>Assistant Secretary</i>	☒	YES - \$200
5	James Reid <i>Assistant Secretary</i>	☒	YES - \$200

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

8/20/2025
Date

PLEASE RETURN COMPLETED FORM TO DANIEL LAUGHLIN

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/18/25	00146	7/30/25 7249085	202507 310-51300-48000		*	539.10	
		7/30 BUD HEAR #11522649					
		7/30/25 7249085	202507 310-51300-48000		*	539.10	
		7/30 OM ASSESS #11522750					
				GANNETT MEDIA CORP			1,078.20 002113
8/18/25	00102	8/04/25 42389352	202508 320-57200-60000		*	214.04	
		ACTIVE SCRAPER/MAT ONYX					
				CINTAS			214.04 002114
8/18/25	00102	8/04/25 52842282	202508 320-57200-60000		*	80.26	
		FIRST AID SUPPLIES					
				CINTAS			80.26 002115
8/18/25	00224	7/15/25 250054	202507 320-57200-60000		*	4,519.04	
		BOOTH SEATING REPAIRS					
				ANDREW EMANUEL			4,519.04 002116
8/18/25	00125	8/05/25 LED LIGH	202508 320-57200-60000		*	3,765.00	
		4 PENTAIR GLOBRITE LEDS					
				CROWN POOLS INC			3,765.00 002117
8/18/25	00002	8/01/25 94	202508 310-51300-34000		*	3,277.17	
		AUG MANAGEMENT FEES					
		8/01/25 94	202508 310-51300-35200		*	112.33	
		AUG WEBSITE ADMIN					
		8/01/25 94	202508 310-51300-35100		*	168.50	
		AUG INFO TECH					
		8/01/25 94	202508 310-51300-32400		*	468.17	
		AUG DISSEM AGENT SRVCS					
		8/01/25 94	202508 310-51300-51000		*	.87	
		OFFICE SUPPLIES					
		8/01/25 94	202508 310-51300-42000		*	110.10	
		POSTAGE					
		8/01/25 94	202508 310-51300-42500		*	7.05	
		COPIES					
				GOVERNMENTAL MANAGEMENT SERVICES			4,144.19 002118
8/18/25	00002	8/01/25 95	202508 310-51300-35100		*	1,250.00	
		FY25 INFO TECH					
				GOVERNMENTAL MANAGEMENT SERVICES			1,250.00 002119
8/18/25	00006	8/01/25 13129563	202508 320-57200-46210		*	1,158.31	
		AUG POOL CHEMICALS					
				POOLSURE			1,158.31 002120

RED2 RIVERS EDGE II OKUZMUK

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
8/18/25	00220	7/30/25 49 7/29 TREE REMOVAL	202507 320-57200-46101	QUILLS TREE SERVICES LLC	*	600.00	600.00 002121
8/18/25	00012	8/12/25 CS-2025- CS LANDSCAPE AUG 2025	202508 320-57200-49100		*	66,801.92	
		8/12/25 CS-2025- CS AMENITY AUG 2025	202508 320-57200-49200	RIVERS EDGE CDD	*	7,373.17	74,175.09 002122
8/18/25	00225	7/30/25 RT-1010- 9/19 OR 9/20 RAVE EVENT	202507 320-57200-49400	RT RAVES	*	1,500.00	1,500.00 002123
8/18/25	00129	8/06/25 W0-00862 ALGAE/ShORELINE TREATMENT	202508 320-57200-46800	SOLITUDE LAKE MANAGEMENT	*	2,815.00	2,815.00 002124
8/18/25	00010	7/31/25 427935 JUL BILLABLE MILEAGE 1/3	202507 320-57200-34000	VESTA PROPERTY SERVICES INC	*	122.91	122.91 002125
8/18/25	00010	8/01/25 427673 AUG GEN MANAGEMENT SRVCS	202508 320-57200-34000		*	3,899.42	
		8/01/25 427673 AUG FIELD OPS	202508 320-57200-34300		*	3,286.50	
		8/01/25 427673 AUG LIFESTYLE SRVCS	202508 320-57200-34010		*	3,610.75	
		8/01/25 427673 AUG AMEN MANAGEMENT SRVCS	202508 320-57200-34400		*	2,469.33	
		8/01/25 427673 AUG FAC MAINTENANCE SRVCS	202508 320-57200-34200		*	8,593.58	
		8/01/25 427673 AUG JANITORIAL SRVCS	202508 320-57200-51200		*	2,739.58	
		8/01/25 427673 AUG FACILITY ATTENDANT	202508 320-57200-34100	VESTA PROPERTY SERVICES INC	*	9,487.67	34,086.83 002126
8/18/25	00195	7/30/25 25585096 JANITORIAL SERVICES	202507 320-57200-60000	W B MASON CO INC	*	117.98	117.98 002127
8/18/25	00195	8/06/25 25600411 JANITORIAL SUPPLIES	202508 320-57200-60000	W B MASON CO INC	*	95.57	95.57 002128

RED2 RIVERS EDGE II OKUZMUK

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/18/25	00195	8/08/25 25605947	202508 320-57200-60000	JANITORIAL SUPPLIES	*	36.97	
				W B MASON CO INC			36.97 002129
8/18/25	00207	7/29/25 S128580	202507 320-57200-60000	WALK IN COOLER RPR	*	303.45	
				WEATHER ENGINEERS INC			303.45 002130
8/18/25	00207	7/29/25 S128664	202507 320-57200-60000	RPLC THERMOSTAT	*	416.65	
				WEATHER ENGINEERS INC			416.65 002131
8/18/25	00130	8/14/25 08142025	202508 320-57200-60000	CNTP OVEN ORD#114901798	*	5,800.00	
				THE WEBSTAURANT STORE LLC			5,800.00 002132
8/18/25	00150	8/06/25 534	202508 320-57200-49400	9/5 3HR MUSICIAN	*	400.00	
				WEINGLASS MUSIC			400.00 002133
8/18/25	00131	8/01/25 969158	202508 320-57200-46100	AUG POND MAINTENANCE	*	2,914.00	
				YELLOWSTONE LANDSCAPE			2,914.00 002134
8/18/25	00131	8/01/25 969160	202508 320-57200-46100	AUG LANDSCAPE MAINTENANCE	*	32,175.47	
				YELLOWSTONE LANDSCAPE			32,175.47 002135
8/18/25	00131	8/12/25 973997	202508 320-57200-46102	RPR VALVE FAILURE	*	1,293.50	
				YELLOWSTONE LANDSCAPE			1,293.50 002136
TOTAL FOR BANK A						173,062.46	
TOTAL FOR REGISTER						173,062.46	

RED2 RIVERS EDGE II OKUZMUK

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Rivers Edge li Cdd
Rivers Edge li Cdd
475 W Town PL # 114
Saint Augustine FL 32092-3649

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

07/30/2025 08/06/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$999.33

Tax Amount: \$0.00

Payment Cost: \$999.33

Order No: 11522649

Customer No: 759957

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025-2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS; ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors, "Board" for the Rivers Edge III Community Development District "District" will hold the following two public hearings and a regular meeting on:

DATE: August 20, 2025
 HOUR: 9:00 a.m.
 LOCATION: Riverlounge Amenity Center
 156 Landing Street
 St. Johns, Florida 32259

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget "Proposed Budget" for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2025/2026"). The second public hearing is being held pursuant to Chapters 190, 197, and or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments, "O&M Assessments", upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

Description of Assessments

The District imposes O&M Assessments on benefited property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget. Pursuant to Section 170.07, *Florida Statutes*, a description of the services to be funded by the O&M Assessments, and the properties to be improved and benefited from the O&M Assessments, are all set forth in the Proposed Budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Unit Type	Total # of Units/Acres	ERC Factor	Proposed Gross O&M Assessment Per Unit/Acre (including collection costs/ early payment discounts)
40-49' Lot	129	0.75	\$1,788.07
50-59' Lot	111	0.91	\$2,193.36
60-69' Lot	264	1.00	\$2,384.09
70-79' Lot	81	1.25	2,980.10

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which St. Johns County "County" may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025-2026.

For Fiscal Year 2025-2026, the District intends to have the County tax collector collect the assessments imposed on developed property, but may decide to alternatively directly collect the assessments by sending out a bill prior to, or during, November 2025. It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not preclude the District from later electing to collect those or other assessments in a different manner at a future time.

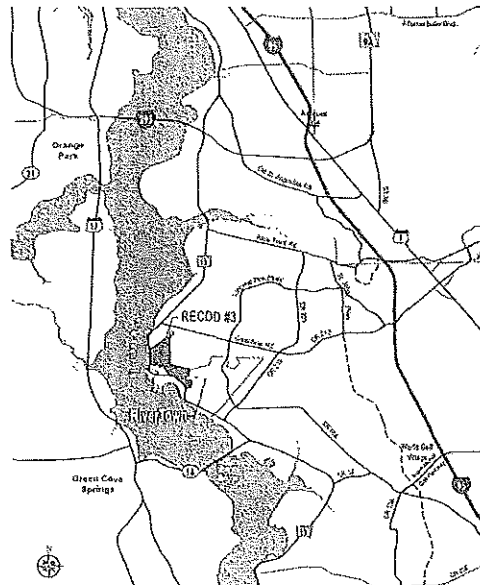
Additional Provisions

The public hearings and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, located at Governmental Management Services, LLC, 475 West Tava Place, Suite 114, St. Augustine, Florida 32092, Ph: 904-940-5850 ("District Manager's Office"), during normal business hours. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting. There may be occasions when staff or board members 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 three (3) days 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, or 1-800-955-8770 Voice, for aid in contacting the District Manager's Office.

Please note that all affected property owners have the right to appear at the public hearings and meeting and may also file written objections with the District Manager's Office within twenty days of publication of this notice. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings 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.

District Manager



VICINITY MAP

Exhibit 1

PROSSER

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Rivers Edge li Cdd
Rivers Edge li Cdd
475 W Town PL # 114
Saint Augustine FL 32092-3649

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a , was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

07/30/2025 08/06/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/06/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$999.33

Tax Amount: \$0.00

Payment Cost: \$999.33

Order No: 11522750

Customer No: 759957

of Copies:

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025/2026 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS; ADOPTION OF AN ASSESSMENT ROLL AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

Upcoming Public Hearings, and Regular Meeting

The Board of Supervisors "Board" for the Rivers Edge II Community Development District "District" will hold the following two public hearings and a regular meeting on:

DATE: August 20, 2025
 HOUR: 9:00 a.m.
 LOCATION: Riverhouse Amenity Center
 156 Landing Street
 St. Johns, Florida 32259

The first public hearing is being held pursuant to Chapter 190, *Florida Statutes*, to receive public comment and objections on the District's proposed budget "Proposed Budget" for the fiscal year beginning October 1, 2025, and ending September 30, 2026 "Fiscal Year 2025/2026". The second public hearing is being held pursuant to Chapters 190, 197, and/or 170, *Florida Statutes*, to consider the imposition of operations and maintenance special assessments "O&M Assessments" upon the lands located within the District, to fund the Proposed Budget for Fiscal Year 2025/2026; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, by resolution, adopt a budget and levy O&M Assessments as finally approved by the Board. A Board meeting of the District will also be held where the Board may consider any other District business.

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Unit Type	Total # of Units/Acres	RRU Factor	Proposed Gross O&M Assessment Per Unit/Acre (including collection costs/early payment discounts)
Townhomes	214	0.62	\$1,172.16
70'-39' Lot	109	0.62	\$1,287.97
10'-19' Lot	264	0.74	\$1,512.87
50'-39' Lot	216	0.87	\$1,778.61
70'-79' Lot	65	1.20	\$2,133.28
80' Lot	50	1.33	\$2,719.03

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which St. Johns County "County" may impose on assessments that are collected on the County tax bill. Moreover, pursuant to Section 197.36(2)(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provided in future years unless the assessments are proposed to be increased or another criterion within Section 197.36(2)(4), *Florida Statutes*, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2025/2026.

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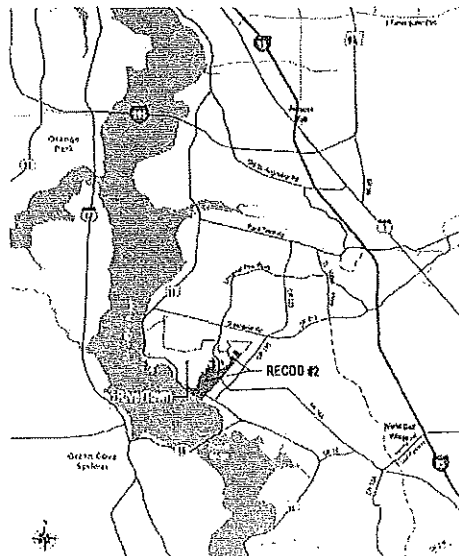
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Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TDD) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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District Manager



VICINITY MAP

Exhibit 1

PROSSER



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

VIEW & PAY YOUR BILLS ONLINE:
WWW.CINTAS.COM/MYACCOUNT

CUSTOMER SVC/BILLING 833-290-0514
CINTAS FAX # 904-741-6116
PAYMENT INQUIRY 8772754933

INVOICE

SHIP TO: RIVERS EDGE II CDD
160 RIVERGLADE RUN
SAINT JOHNS, FL 32259-6953

INVOICE # 4238935281
INVOICE DATE 08/04/2025
SERVICE TICKET # 4238935281

BILL TO: C/O RIVERTOWN COMMUNITY ASSOCIATION
RIVERS EDGE COMMUNITY DEV. DISTRICT 2
475 W TOWN PL
ST AUGUSTINE, FL 32092-3649

SOLD TO # 20958738
PAYER # 10596960
PAYMENT TERMS NET 10 EOM
SORT # 02800002682
CINTAS ROUTE 22 / DAY 1 / STOP 020

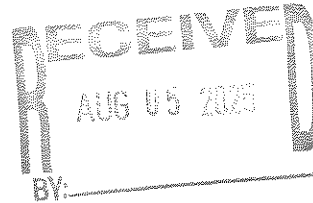
EMP#/LOCK#	MATERIAL	DESCRIPTION	FREQ	EXCH	QTY	UNIT PRICE	LINE TOTAL	TAX
	X10184	3X5 ACTIVE SCRAPER	04	F	2	14.675	29.35	N
	X10186	4X6 ACTIVE SCRAPER	04	F	3	16.307	48.92	N
	X10189	3X5 XTRAC MAT ONYX	04	F	4	24.461	97.84	N
	X10192	4X6 XTRAC MAT ONYX	04	F	1	27.721	27.72	N
SUBTOTAL							203.83	
SERVICE CHARGE							10.21	N
SUBTOTAL							214.04	
TAX							0.00	
TOTAL USD							214.04	

Signature :

Cust. Name: RIVERS EDGE II CDD
Lynn . 11:11 AM 08/04/25
SoldTo# 0020958738 SO# 4238935281
Invoice Total Payment on Account
\$214.04 \$0.00

Approved RECDD 2
Submitted to A/P 08-05-25
By Richard Losco

Richard Losco





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

Service / Billing # (904)562-7000
Fax # (904)562-7020
Payment Inquiry # (877)275-4933

Invoice

Ship To RIVERS EDGE 2
RIVERS EDGE COMMUNITY DEVELOP
DISTRICT
160 RIVERGLADE RUN
ST. JOHNS, FL 32259

Invoice # 5284228209
Invoice Date 08/04/2025
Credit Terms NET 30 DAYS
Customer # 12663109
Cintas Route LOC #0292 ROUTE 0009
Order # 7057242805
Payer # 10596960

Bill To RIVERTOWN COMMUNITY ASSOCIAION
RIVERS EDGE COMMUNITY DEV.
DISTRICT 2
STE 114
475 W TOWN PL
ST AUGUSTINE, FL 32092-3649

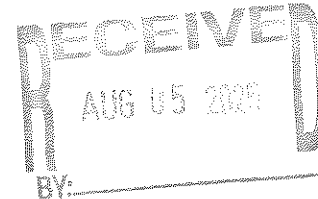
Material #	Description	Quantity	Unit Price	Ext Price	Tax
Unit 000000000009585183	Unit Description:	FRONT OFFICE F A			
110	SERVICE ACKNOWLEDGEMENT	1 EA	\$0.00	\$0.00	
120	CABINET ORGANIZED	1 EA	\$0.00	\$0.00	
130	EXPIRATION DATES CHECKED	1 EA	\$0.00	\$0.00	
132	BBP KIT CHECKED	1 EA	\$0.00	\$0.00	
50030	ANTISEPTIC WIPES SMALL	1 BAG	\$8.93	\$8.93	
50430	ALCOHOL SWABS SMALL	1 BAG	\$8.93	\$8.93	
72220	ROLLER GAUZE 2IN NON-STER	1 EA	\$10.20	\$10.20	
72240	ROLLER GAUZE 4IN NON-STER	1 EA	\$13.21	\$13.21	
100039	TRIPLE ANTIBIOTIC OINT SM	1 BAG	\$14.04	\$14.04	
Unit Subtotal:				\$55.31	
Unit 0000000000999900999	Unit Description:	Other			
400	SERVICE CHARGE	1 EA	\$24.95	\$24.95	
Unit Subtotal:				\$24.95	
Invoice Sub-total				\$80.26	
Tax				\$0.00	
Invoice Total				\$80.26	

Remit To CINTAS
P.O. Box 631025
CINCINNATI, OH 45263-1025

Note

Approved RECDD 2
Submitted to A/P 08-05-25
By Richard Losco

Richard Losco



Commercial Upholstery LLC
7549 Knoll Dr.
Jacksonville, FL 32221-6188
phone: 904-612-2125

Invoice

Date 7/15/2025
Invoice # 250054

Bill To

The River Club Cafe RECDD2
160 Riverglade Run
St Johns, FL 32259

Vendor Number

P.O. #

Terms

Net 30

Due Date 8/14/2025

Item	Description	Qty	Price	Amount
upholstery	booth seating repairs		4,519.04	4,519.04
RECEIVED JUL 17 2025 BY: _____ Approved RECDD 2 Submitted to A/P 07-17-25 By Richard Losco <i>Richard Losco</i>				

Subtotal	\$4,519.04
Sales Tax (0.0%)	\$0.00
Total	\$4,519.04
Payments/Credits	\$0.00
Balance Due	\$4,519.04



3002 PHILIPS HWY
JACKSONVILLE, FL 32207

CROWNPOOLSINC.COM

Phone #

904-858-4300

Invoice

Date

Invoice #

8/5/2025

LED LIGHTS

Terms

Due Date

Due upon receipt

8/5/2025

Bill To

RIVERS EDGE CDD 2
475 WEST TOWN PLACE SUITE 114
ST. AUGUSTINE, FL 32092

Ship To

RIVERTOWN RIVER CLUB
160 RIVERGLADE RUN,
ST. JOHNS, FL 32259

Quantity	Description	Rate	Serviced	Amount
4	REPLACE 4 PENTAIR GLOBRITE LED WHITE 50' LIGHTS AT RIVERTOWN RIVER CLUB Approved RECDD 2 Submitted to AP 8.6.2025 By Kevin McKendree <i>Kevin McKendree</i>  BY: _____	941.25		3,765.00
			Total Invoice	\$3,765.00
All Credit Card Payments will have a 3% processing fee added. BANK Debit Card WILL REMAIN free.		Payment / Credits Applied		\$0.00
A \$25.00 LATE FEE will automatically be added to account.OVER 60 days.		Invoice Balance		\$3,765.00

Customer Account Balance

\$3,765.00

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

Invoice

Invoice #: 94**Invoice Date:** 8/1/25

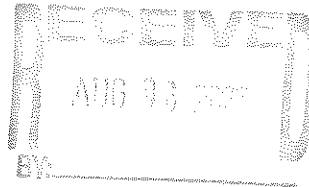
Due Date: 8/1/25

Case:

P.O. Number:

Bill To:

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



Description	Hours/Qty	Rate	Amount
Management Fees - August 2025		3,277.17	3,277.17
Website Administration - August 2025		112.33	112.33
Information Technology -August 2025		168.50	168.50
Dissemination Agent Services - August 2025		468.17	468.17
Office Supplies		0.87	0.87
Postage		110.10	110.10
Copies		7.05	7.05

Total	\$4,144.19
--------------	-------------------

Payments/Credits	\$0.00
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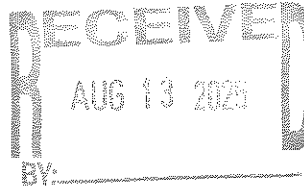
Balance Due	\$4,144.19
--------------------	-------------------

Governmental Management Services, LLC

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

Invoice**Invoice #:** 95**Invoice Date:** 8/1/25**Due Date:** 8/1/25**Case:****P.O. Number:****Bill To:**

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



Description	Hours/Qty	Rate	Amount
Information Technology - FY25		1,250.00	1,250.00
Total			\$1,250.00
Payments/Credits			\$0.00
Balance Due			\$1,250.00



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

Invoice

Date
Invoice#

8/1/2025
131295630504

Terms	Net 20
Due Date	8/21/2025
PO #	

Bill To
Rivers Edge CDD2 Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092

Ship To
River Club 160 Riverglade Run St. Johns FL 32259

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees

Item	Description	Qty	Units	Amount
WM-CHEM-FLAT	Water Management Flat Billing Rate	1	ea	\$1,158.31

Approved RECDD 2
Submitted to AP 7.28.25
By Kevin McKendree

Kevin McKendree

Subtotal \$1,158.31

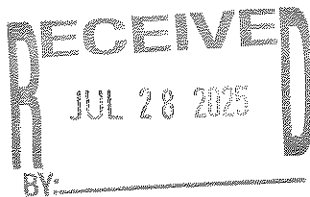
Tax \$0.00

Total \$1,158.31

Amount Paid/Credit Applied \$0.00

Balance Due \$1,158.31

[Click Here to Pay Now](#)



131295630504



Quill's Tree Services, LLC

255 Rivertown Shops Drive | Suite 102 #140 | St Johns, Florida
32259
+1 904-788-1185 | brent@quillstreeservices.com |
www.quillstreeservices.com

RECIPIENT:

Vesta Property Services

Rivers Edge CDD 2
475 West Town Place Suite 114
St Augustine, Florida 32092
Phone: 904-607-1038

SERVICE ADDRESS:

61 Bakersfield Way
St Johns, Florida 32259

Invoice #49

Issued Jul 30, 2025

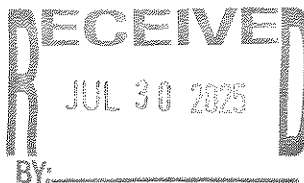
Due Aug 14, 2025

Total \$600.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Jul 29, 2025				
Tree Removal	Fell one dead pine tree into the preserve. Weight is leaning toward the fence. Access on right side of home for machinery. Leave all wood and debris. Cut stump low to the ground.	1	\$600.00	\$600.00

Approved RECDD 2
Submitted to AP 7.30.25
By Kevin McKendree
Kevin McKendree



Total \$600.00

Thank you so much for your business. It was an absolute pleasure serving you today. Don't hesitate to contact us with any questions regarding this invoice.

INVOICE

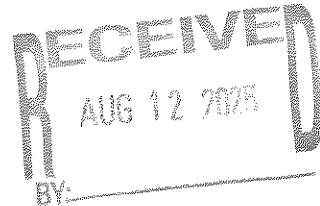
Rivers Edge CDD

475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

DATE: 8/12/25
INVOICE # CS-2025-AUG

Bill To:

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

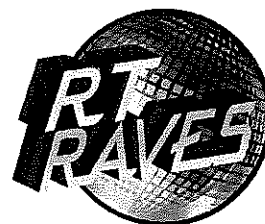


DESCRIPTION		AMOUNT
Cost Share - Landscaping for August 2025	1.320.57200.49100	\$ 66,801.92
Cost Share - Amenity for August 2025	1.320.57200.49200	\$ 7,373.17
TOTAL		\$ 74,175.08

Make check payable to:

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

THANK YOU FOR YOUR BUSINESS!



Invoice

Submitted on 07/28/2025

Invoice for

Rivers Edge CDD 2

Payable to

RT Raves

Invoice #

RT-1010-Raves

Billing Address

475 West Town PL
Suite 114
St. Augustine, FL 32092

Event Name

Rivertown: Bin-GLO

Due Date

9/20/2025

Description	Qty		Unit Price		Total Price
AuroraGlow Outdoor Lamps	5	\$	100.00	\$	500.00
Atmosphere String Lights	2	\$	75.00	\$	150.00
Ultra Social Media Package	1	\$	400.00	\$	400.00
Movie Package	1	\$	100.00	\$	100.00
Event Maestro	1	\$	150.00	\$	150.00
CyroBlaster	1	\$	100.00	\$	100.00
Haze Generator	2	\$	50.00	\$	100.00

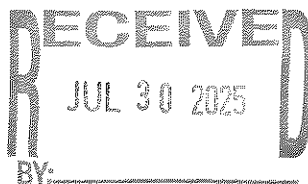
Notes:

Planned event on either Friday September 19th or Saturday 20th, 2025 at the Rivertown Amphitheater.

DJ, tables & chairs to be provided by Vesta.

Subtotal \$ 1,500.00

Total: \$1500



Approved CDD II
GL Code 1.320.57200.49400
Submitted to AP on 7.29.25
by Kimberly Fatuch

Kimberly Fatuch



SERVICE DEPOSIT REQUEST

Voice: (888) 480-LAKE • Fax: (888) 358-0088

Invoice Number: WO-00862285

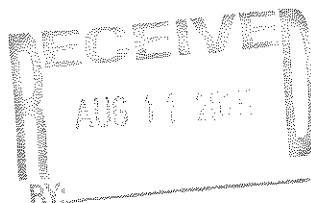
Invoice Date: 8/6/2025

PROPERTY: Rivers Edge II CDD

SOLD TO: Rivers Edge II CDD
475 West Town Place
St. Augustine, FL 32259

Customer ID	Customer PO	Payment Terms
14024		Due Upon Receipt
Sales Rep ID	Additional WO#s	Due Date
Lonnie Lawrence		Due Upon Receipt

Qty	Item Description	Contract Price	Deposit Amount
1	100% Deposit Rivers Edge II CDD - Algae & Shoreline 16-23 Treatment	\$2,815.00	\$2,815.00



Approved RECDD 2
Submitted to AP 8.11.2025
By Kevin McKendree
Kevin McKendree

PLEASE REMIT PAYMENT TO:

SOLitude Lake Management, LLC

1320 Brookwood Drive, Suite H

Little Rock, AR 72202

Total Invoice	\$2,815.00
Payment Received	0.00
TOTAL	\$2,815.00

www.solitudelakemanagement.comwww.aeratorsaquatics4lakesnponds.com



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 427935
Date 07/31/2025
Terms Net 30
Due Date 08/30/2025
Memo Billable Mileage split

Bill To

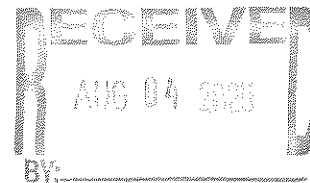
Rivers Edge CDD II
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Billable Mileage split in 3	1	122.91	122.91

Total 122.91

Corbin deVagy

8/4/2025



Vesta Mileage Report

Name: *Kevin McKendree*

Month

Jul-25

Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
7/1	Daily mileage	Rivertown	Rivertown	37.9	Riversedge CDD		37.9
7/2	Daily mileage	Rivertown	Rivertown	33.3	iversedge CDD		33.3
7/3	Daily mileage	Rivertown	Rivertown	64.9	iversedge CDD		64.9
7/7	Daily mileage	Rivertown	Rivertown	54.9	Riversedge CDD		54.9
7/8	Daily mileage	Rivertown	Rivertown	37.4	iversedge CDD		37.4
7/9	Daily mileage	Rivertown	Rivertown	26.4	iversedge CDD		26.4
7/10	Daily mileage	Rivertown	Rivertown	38.9	iversedge CDD		38.9
7/11	Daily mileage	Rivertown	Rivertown	21.3	iversedge CDD		21.3
7/14	Daily mileage	Rivertown	Rivertown	58	iversedge CDD		58
7/15	Daily mileage	Rivertown	Rivertown	44.3	iversedge CDD		44.3
7/16	Daily mileage	Rivertown	Rivertown	29.2	iversedge CDD		29.2
7/17	Daily mileage	Rivertown	Rivertown	27.7	iversedge CDD		27.7
7/18	Daily mileage	Rivertown	Rivertown	18.7	iversedge CDD		18.7
7/28	Daily mileage	Rivertown	Rivertown	62.3	iversedge CDD		62.3
7/29	Daily mileage	Rivertown	Rivertown	47.1	iversedge CDD		47.1
7/30	Daily mileage	Rivertown	Rivertown	38.8	iversedge CDD		38.8
7/31	Daily mileage	Rivertown	Rivertown	29.3	iversedge CDD		29.3
						Total Mileage	670
						Reimbursement Rate	\$0.550
						Total Reimbursement	\$368.72
						Date Submitted in Paycom	7/31/25

\$122.91



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 427673
Date 08/01/2025

Terms Net 30
Due Date 08/31/2025
Memo Rivers Edge CDDII

Bill To

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

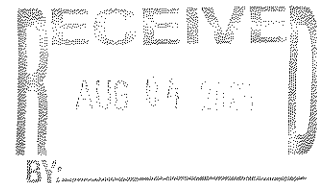
Description	Quantity	Rate	Amount
General management services	1	3,899.42	3,899.42
Field Ops	1	3,286.50	3,286.50
Lifestyle services	1	3,610.75	3,610.75
Amenity management services	1	2,469.33	2,469.33
Facility maintenance services	1	8,593.58	8,593.58
Janitorial services	1	2,739.58	2,739.58
Facility Attendant	1	9,487.67	9,487.67

Thank you for your business.

Total 34,086.83

Corbin deNagy

8/4/2025





W.B.MASON CO., INC.
59 Centre St
Brockton, MA 02301

Address Service Requested
888-WB-MASON www.wbmason.com

(Page 1)

PM(P)

Invoice Number	255850966
Customer Number	C3178877
Invoice Date	07/30/2025
Due Date	08/29/2025
Order Date	07/29/2025
Order Number	S154743628
Order Method	WEB

Rivers Edge CDD 2
475 W Town Place # 114
Saint Augustine FL 32092

Delivery Address

River Club
Attn.: Ken
160 Riverglade Run
Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be reported within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
ALM275	TISSUE,TOILET,4.4X3.1,2PLY,500SHT,96/CT	2	CT	58.99	117.98

SUBTOTAL: 117.98
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 117.98
Total Due: 117.98

To ensure proper credit, please detach and return below portion with your payment

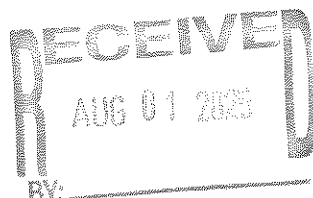


W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Approved RECDD 2
Submitted to A/P 08-01-25
By Richard Losco

Richard Losco

Rivers Edge CDD 2
475 W Town Place # 114
Saint Augustine FL 32092



Remittance Section	
Customer Number	C3178877
Invoice Number	255850966
Invoice Date	07/30/2025
Terms	Net 30
Total Due	117.98

PLEASE REFERENCE INVOICE NUMBER WHEN
MAKING PAYMENT. PAY ON OUR WEBSITE OR
SEND PAYMENT TO:

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

C31788772558509662558509660000000117983



W.B.MASON CO., INC.
59 Centre St
Brockton, MA 02301

Address Service Requested
888-WB-MASON www.wbmason.com

(Page 1)

PM(P)

Invoice Number	256004115
Customer Number	C3178877
Invoice Date	08/06/2025
Due Date	09/05/2025
Order Date	08/05/2025
Order Number	S154924119
Order Method	WEB

Rivers Edge CDD 2
475 W Town Place # 114
Saint Augustine FL 32092

Delivery Address
River Club
Attn.: Ken
160 Riverglade Run
Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be reported within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	1	CT	26.99	26.99
HERX7658AK	LINER,REPRO,38X58,1.5ML,BK 100/CT	2	CT	34.29	68.58

SUBTOTAL: 95.57
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 95.57
Total Due: 95.57

To ensure proper credit, please detach and return below portion with your payment



W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Rivers Edge CDD 2
475 W Town Place # 114
Saint Augustine FL 32092

Approved RECDD 2
Submitted to A/P 08-15-25
By Richard Losco
Richard Losco

Remittance Section

Customer Number	C3178877
Invoice Number	256004115
Invoice Date	08/06/2025
Terms	Net 30
Total Due	95.57

PLEASE REFERENCE INVOICE NUMBER WHEN
MAKING PAYMENT. PAY ON OUR WEBSITE OR
SEND PAYMENT TO:

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

C31788772560041152560041150000000095578



W.B. MASON CO., INC.
59 Centre St
Brockton, MA 02301

Address Service Requested
888-WB-MASON www.wbmason.com

(Page 1)

PM(P)

Invoice Number	256059474
Customer Number	C3178877
Invoice Date	08/08/2025
Due Date	09/07/2025
Order Date	08/07/2025
Order Number	S154979196
Order Method	WEB

Rivers Edge CDD 2
475 W Town Place # 114
Saint Augustine FL 32092

Delivery Address
River Club
Attn.: Ken
160 Riverglade Run
Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Important Messages

IMPORTANT UPDATE REGARDING W.B. MASON RETURNS POLICY:

Unopened items must be returned within 30 days. Missing, damaged, defective or expired items must be reported within 14 days. Visit www.wbmason.com to view our entire Return Policy

Thank you for your business! We encourage you to visit www.wbmason.com/Payment for 24/7 access to your account. We offer the ability to pay online, and view or download invoices.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
NWLVGPCPFGM	VINYL GP POWDER FREE GLOVES - MEDIUM	2	BX	5.49	10.98
MMMTP5854100	POUCH, THRM LMNTR, 5MIL, 100	1	PK	25.99	25.99

SUBTOTAL: 36.97
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 36.97
Total Due: 36.97

To ensure proper credit, please detach and return below portion with your payment

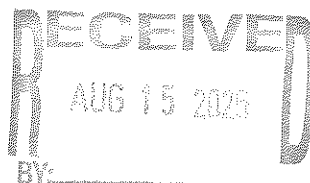


W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Rivers Edge CDD 2
475 W Town Place # 114
Saint Augustine FL 32092

Approved RECDD 2
Submitted to A/P 08-15-25
By Richard Losco

Richard Losco



Remittance Section	
Customer Number	C3178877
Invoice Number	256059474
Invoice Date	08/08/2025
Terms	Net 30
Total Due	36.97

PLEASE REFERENCE INVOICE NUMBER WHEN
MAKING PAYMENT. PAY ON OUR WEBSITE OR
SEND PAYMENT TO:

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

C31788772560594742560594740000000036976

Invoice

Weather Engineers, Inc.
Air Conditioning • Heating • Refrigeration • Clean Air Professionals



PO Box 37068
Jacksonville, FL 32236
Phone: (904) 356-3963
Fax: (904) 356-4969
www.weatherengineers.com
CAC041190

Number	Date
S128580	07/29/25

BILL TO: #113145

RIVERS EDGE CCD 2
Attn: Richard Losco
160 RIVERGLADE RUN
ST. JOHNS FL 32259

SERVICE PERFORMED AT:

RIVERS EDGE CCD 2
160 RIVERGLADE RUN
ST. JOHNS FL 32259

Site # : 113145-001

Amount Paid: _____

Return this portion with payment

Work Order Date	Call Slip Number	P.O. Number	Salesman	Terms	Contract #	Batch #
07/23/25	242099			COD		

DESCRIPTION

Reported by: Lisa 301-466-3956
Trouble Code: WIC - WALK IN COOLER
billable/Walk in cooler not cooling/avail
until 8:30

BRAND	[MODEL # / SERIAL #]	SERVING AREA
BOHN	RHT008X6RFM / T17F15474	WIC
BOHN	ADT070AEWMC6K / T17G10038	WIC

Found system running. Customer had already cleaned condenser air filter media. Found system not maintaining box temperature due to evaporator was a solid block of ice. No defrost mechanism installed, other than air over when condenser shuts off. Defrosted evaporator coil. Started and checked operation. Unknown as to what refrigerant system is using, however, sight glass is clear. Unit is cooling ok. 5* split across evaporator. Checked and found thermostat malfunctioning. Customer had said it got down to 25* at one point. Operation of liquid line solenoid is ok. Thermostat has erratic operation. Needs to be replaced. Suspect unit didn't shut down and never defrosted on its own. Unit is online. However, it could freeze the product in the box. Killing power to the evaporator with the switch on the wall will shut the valve, thus shut off the condenser on the low pressure switch which

Continued on page 2

Thank you for your business!

Please make all checks payable to Weather Engineers, Inc.

Remit To: PO Box 37068 Jacksonville, FL 32236

Phone: (904)356-3963 * Fax (904) 356-4969

Invoice

Weather Engineers, Inc.
Air Conditioning • Heating • Refrigeration • Clean Air Professionals



PO Box 37068
Jacksonville, FL 32236
Phone: (904) 356-3963
Fax: (904) 356-4969
www.weatherengineers.com
CAC041190

Number	Date
S128580	07/29/25

BILL TO: #113145

RIVERS EDGE CCD 2
Attn: Richard Losco
160 RIVERGLADE RUN
ST. JOHNS FL 32259

SERVICE PERFORMED AT:

RIVERS EDGE CCD 2
160 RIVERGLADE RUN
ST. JOHNS FL 32259

Site # : 113145-001

Amount Paid: _____

Return this portion with payment

Work Order Date	Call Slip Number	P.O. Number	Salesman	Terms	Contract #	Batch #
07/23/25	242099			COD		

DESCRIPTION

Continued from page 1

is functional.

TECH	DATE	RECEIVED	ARRIVED	DEPARTED
011	07/23/25	16:30:00	17:36:00	20:15:00

07/23/25	1 MECH	R/T	2.65 HRS @	89.25	236.51
07/23/25	1 MECH	T/T	.75 HRS @	89.25	66.94
07/23/25	1 MECH	N/C	.35 HRS @	89.25	.00

Approved RECDD 2

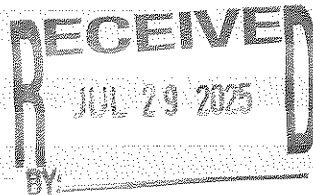
Submitted to A/P 07-29-25

By Richard Losco

Richard Losco

LABOR 303.45

TOTAL \$ 303.45



Thank you for your business!

Please make all checks payable to Weather Engineers, Inc.

Remit To: PO Box 37068 Jacksonville, FL 32236

Phone: (904)356-3963 * Fax (904) 356-4969

We are an equal opportunity employer and do not discriminate against applicants on the basis of race, gender, veterans status, or on the basis of disability or any other federal, state or local protected class. THIS CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-300.5 (A). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS.

Invoice

Weather Engineers, Inc.
Air Conditioning • Heating • Refrigeration • Clean Air Professionals



PO Box 37068
Jacksonville, FL 32236
Phone: (904) 356-3963
Fax: (904) 356-4969
www.weatherengineers.com
CAC041190

Number	Date
S128664	07/29/25

BILL TO: #113145

RIVERS EDGE CCD 2
Attn: Richard Losco
160 RIVERGLADE RUN
ST. JOHNS FL 32259

SERVICE PERFORMED AT:

RIVERS EDGE CCD 2
160 RIVERGLADE RUN
ST. JOHNS FL 32259

Site # : 113145-001

Amount Paid: _____

Return this portion with payment

Work Order Date	Call Slip Number	P.O. Number	Salesman	Terms	Contract #	Batch #
07/24/25	242175			COD		
DESCRIPTION						
Trouble Code: MIS - MISC. REPAIR To replace controller found by 11 Quoted \$416.65 BRAND [MODEL # / SERIAL #] SERVING AREA BOHN ADT070AEWMC6K / T17G10038 WIC Returned to replace thermostat. Shut unit down. Was frozen up again, but not as bad as previously. Replaced thermostat. Connected wiring. Ran fans to melt ice. Started up after ice was melted. Set at 40* cut in. 34* cut out. Now that condenser will shut off upon hitting 34*, frost should melt. Online at this time. Approved RECDD 2 AS AGREED 416.65 Submitted to A/P 07-29-25 By Richard Losco <i>Richard Losco</i> TOTAL \$ 416.65 RECEIVED JUL 29 2025 BY: _____						

Thank you for your business!

Please make all checks payable to Weather Engineers, Inc.

Remit To: PO Box 37068 Jacksonville, FL 32236

Phone: (904)356-3963 * Fax (904) 356-4969

We are an equal opportunity employer and do not discriminate against applicants due to race, gender, veterans status, or on the basis of disability or any other federal, state or local protected class. THIS CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60-300.5 (A). THIS REGULATION PROHIBITS DISCRIMINATION AGAINST QUALIFIED PROTECTED VETERANS, AND REQUIRES AFFIRMATIVE ACTION BY COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TO EMPLOY AND ADVANCE IN EMPLOYMENT QUALIFIED PROTECTED VETERANS.

WebstaurantStore

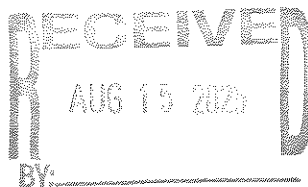
Sales Invoice

Order Number	User ID	Date Ordered
114901798	36800747	8/14/2025 at 3:06 PM

Bill To	Ship To	Shipping Method
Rivers Edge II Community Development District 475 W Town Pl Ste 114 Saint Augustine, FL 32092-3649	Amenity Food & Beverage Inc River Cafe @ Rivertown 160 Riverglade Run Ste 114 St. Johns, FL 32259	Common Carrier W/ Liftgate

Your Contact	Customer PO	Customer Phone
help@webstaurantstore.com		(904) 679-5523

Item Number	Description	Unit Price	QTY	Est. Tax	Total
140ACE19V	ACP XpressChef 2c JET19V Jetwave High-Speed Accelerated Cooking Ventless Countertop Oven	\$5,745.00	1	\$0.00	\$5,745.00



Approved RECDD 2
Submitted to A/P 08-15-25
By Richard Losco

Richard Losco

Subtotal:	\$5,745.00
Shipping & Handling:	\$0.00
Estimated Tax:	\$0.00
Liftgate:	\$55.00
Total:	\$5,800.00

Payment Method:

Thank you for your business!

WebstaurantStore
40 Citation Lane
Lititz, PA 17543
717-392-7472

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at
<https://www.webstaurantstore.com/myaccount>



INVOICE

Weinglass Music

255 Rivertown Shops Drive
Ste 102 PMB 122
Saint Johns, Florida 32259
United States

Phone: 9043230474
Mobile: 3107950679
jeremyweinglass.com

BILL TO**Rivers Edge CDD II**

475 West Town Place
Suite 114
Saint Augustine, Florida 32092
United States

kfatuch@vestapropertyservices.com

Invoice Number: 534**Invoice Date:** August 6, 2025**Payment Due:** September 20, 2025**Amount Due (USD):** \$400.00

Items	Quantity	Price	Amount
Musician River Club 9/5/25 6:00-9:00pm	1	\$400.00	\$400.00
Total:			\$400.00
Amount Due (USD):			\$400.00

Notes / Terms

Payment options:

mail check

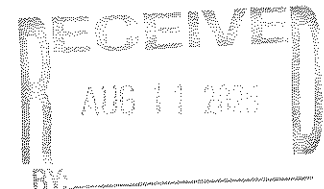
Zelle: Recipient: Weinglass Music | email: info@jeremyweinglass

Approved CDD II

GL Code #1.320.57200.49400

Submitted to AP on 8.11.25

by Kimberly Fatuch

Kimberly Fatuch



INVOICE

INVOICE #	INVOICE DATE
969158	8/1/2025
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge II - Pond Banks
c/o Vesta Property Services
475 West Town Place Suite 114
St. Augustine, FL 32092

Property Name: Rivers Edge II - Pond Banks
Address: 475 West Town Place Suite 114
Saint Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: August 31, 2025

Invoice Amount: \$2,914.00

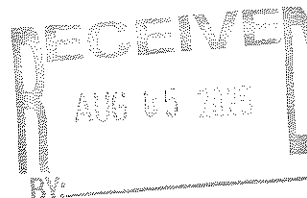
Description	Current Amount
Monthly Landscape Maintenance August 2025	\$2,914.00

Invoice Total **\$2,914.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD II
Submitted to AP on 8.5.2025
by Jason Davidson

Jason Davidson



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
969160	8/1/2025
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD II
c/o Vesta Property Services
475 West Town Pl Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD II

Address: 475 West Town Place Suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: August 31, 2025

Invoice Amount: \$32,175.47

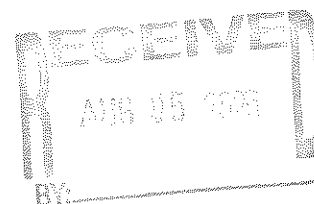
Description	Current Amount
Monthly Landscape Maintenance August 2025	\$32,175.47

Invoice Total **\$32,175.47**

IN COMMERCIAL LANDSCAPING

Approved RECDD II
Submitted to AP on 8.5.2025
by Jason Davidson

Jason Davidson



Should you have any questions or inquiries please call (386) 437-6211.

**Bill To:**

Rivers Edge CDD II
c/o Vesta Property Services
475 West Town Pl Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD II

Address: 475 West Town Place Suite 114
St. Augustine, FL 32092

INVOICE

INVOICE #	INVOICE DATE
973997	8/12/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: September 11, 2025

Invoice Amount: \$1,293.50

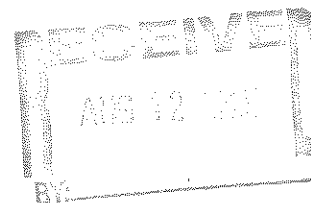
Description	Current Amount
Locate, troubleshoot, and repair valve failure*****River Club*****	
Irrigation Repairs	\$1,293.50

Invoice Total **\$1,293.50**

IN COMMERCIAL LANDSCAPING

Approved RECDD II
Submitted to AP on 8.12.2025
by Jason Davidson

Jason Davidson



Should you have any questions or inquiries please call (386) 437-6211.



W. O. #
NAME
ADDRESS
DATE

7/2/2025 • PG OF

DESCRIPTION	HOURS	RATE	TOTAL
Tech	8	# \$93.00	\$744.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 744.00

Not Approved

Comments:

PROPOSED WORK

replaced Decoders clock not working and two rotors as needed	MATERIALS	\$ 549.50
	LABOR & RENTAL	\$ 744.00
	TOTAL	\$ 1,293.50

Earl

CLIENT

SIXTH ORDER OF BUSINESS

**Rivers Edge II Community
Development District**

ANNUAL FINANCIAL REPORT

September 30, 2024

Rivers Edge II Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2024

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Rivers Edge II Community Development District
St. Johns County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Rivers Edge II Community Development District (the "District"), as of and for the year ended September 30, 2024, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Rivers Edge II Community Development District as of September 30, 2024, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



To the Board of Supervisors
Rivers Edge II Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts, and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors
Rivers Edge II Community Development District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated September 24, 2025 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rivers Edge II Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 24, 2025

**Rivers Edge II Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

Management's discussion and analysis of Rivers Edge II Community Development District (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments and developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment, culture/recreation and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

**Rivers Edge II Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including buildings and improvements, and improvements other than buildings, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2024.

- ◆ The District's total assets were exceeded by total liabilities by \$(813,735) (net position). Unrestricted net position for Governmental Activities was \$552,425 and restricted net position was \$289,892. Net investment in capital assets was \$(1,656,052).
- ◆ Governmental activities revenues totaled \$3,974,476 while governmental activities expenses totaled \$4,211,177.

**Rivers Edge II Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2024	2023
Current assets	\$ 653,089	\$ 773,225
Restricted assets	1,071,180	991,027
Capital assets	15,519,272	16,121,289
Total Assets	<u>17,243,541</u>	<u>17,885,541</u>
Current liabilities	714,345	671,588
Non-current liabilities	17,342,931	17,790,987
Total Liabilities	<u>18,057,276</u>	<u>18,462,575</u>
Net investment in capital assets	(1,656,052)	(1,494,544)
Restricted net position	289,892	197,992
Net position - unrestricted	552,425	719,518
Total Net Position	<u>\$ (813,735)</u>	<u>\$ (577,034)</u>

The decrease in current assets is related to the decrease in cash in the current year.

The increase in restricted assets is the result of revenues exceeding expenditures in the Debt Service Fund in the current year.

The decrease in capital assets is related to current year depreciation.

The increase in current liabilities is primarily related to the increase in accounts payable in the current year.

The decrease in non-current liabilities is related to the payments made on long-term debt in the current year.

**Rivers Edge II Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2024	2023
Program Revenues		
Charges for services	\$ 2,882,360	\$ 2,561,905
Contributions	1,019,934	1,459,272
General Revenues		
Miscellaneous revenues	3,974	6,651
Investment earnings	68,208	70,138
Total Revenues	<u>3,974,476</u>	<u>4,097,966</u>
Expenses		
General government	106,551	105,828
Physical environment	363,832	322,481
Culture/recreation	3,073,762	2,992,102
Interest and other charges	667,032	680,099
Total Expenses	<u>4,211,177</u>	<u>4,100,510</u>
Change in Net Position	(236,701)	(2,544)
Net Position - Beginning of Year	<u>(577,034)</u>	<u>(574,490)</u>
Net Position - End of Year	<u><u>\$ (813,735)</u></u>	<u><u>\$ (577,034)</u></u>

The increase in charges for services and decrease in contributions is related to an increase in special assessments levied in the current year.

The increase in physical environment is related to the increase in depreciation in the current year.

The increase in culture/recreation is mainly related to the increase in landscape maintenance and contingency and repair and replacement expenditures in the current year.

**Rivers Edge II Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2024 and 2023.

<u>Description</u>	<u>Governmental Activities</u>	
	<u>2024</u>	<u>2023</u>
Buildings and improvements	\$ 7,145,562	\$ 7,145,562
Improvements other than buildings	10,914,968	10,914,968
Accumulated depreciation	(2,541,258)	(1,939,241)
Total Capital Assets (Net)	<u>\$ 15,519,272</u>	<u>\$ 16,121,289</u>

The activity for the year consisted of \$602,017 in depreciation.

General Fund Budgetary Highlights

Budgeted expenditures were more than actual amounts primarily due to less landscape contingency, irrigation repairs, and streetlighting than were anticipated in the final budget.

The budget was amended primarily to account for increased landscape contingency and café labor expenditures which were higher than originally anticipated.

Debt Management

Governmental Activities debt includes the following:

- ◆ In May 2020, the District issued \$7,165,000 Series 2020 Capital Improvement Revenue Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation and equipping of a portion of the 2020 Project. As of September 30, 2024, the balance outstanding was \$6,600,000.
- ◆ In April 2021, the District issued \$9,900,000 Series 2021 Capital Improvement Revenue Bonds. These bonds were issued to finance a portion of the cost of acquisition, construction, installation and equipping of a portion of the 2021 Project. As of September 30, 2024, the balance outstanding was \$9,260,000.
- ◆ In March 2023, the District acquired infrastructure improvements from the Developer with a value of \$2,480,300, to be paid using current or future bond proceeds. As of September 30, 2024, the balance outstanding was \$1,746,696.

**Rivers Edge II Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Economic Factors and Next Year's Budget

The District is not aware of any circumstances that would have a significant effect on the financial position or results of operations of the District in fiscal year 2025.

Request for Information

The financial report is designed to provide a general overview of Rivers Edge II Community Development District finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Rivers Edge II Community Development District, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Rivers Edge II Community Development District
STATEMENT OF NET POSITION
September 30, 2024

	Governmental Activities
ASSETS	
Current Assets	
Cash	\$ 60,430
Investments	207,134
Accounts receivable	5,569
Assessments receivable	16,473
Due from other	137,747
Due from other governments	3,896
Due from developer	200,000
Prepaid items	5,000
Deposits	16,840
Total Current Assets	<u>653,089</u>
Non-current Assets	
Restricted assets	
Investments	1,071,180
Capital assets, being depreciated	
Buildings and improvements	7,145,562
Improvements other than buildings	10,914,968
Less: accumulated depreciation	<u>(2,541,258)</u>
Total Non-current Assets	<u>16,590,452</u>
Total Assets	<u>17,243,541</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	92,930
Due to developer	360
Accrued interest	276,055
Bonds payable	345,000
Total Current Liabilities	<u>714,345</u>
Non-current Liabilities	
Developer advance	1,746,696
Bonds payable, net	15,596,235
Total Non-current Liabilities	<u>17,342,931</u>
Total Liabilities	<u>18,057,276</u>
NET POSITION	
Net investment in capital assets	(1,656,052)
Restricted for debt service	289,892
Unrestricted	552,425
Total Net Position	<u>\$ (813,735)</u>

See accompanying notes.

Rivers Edge II Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

Functions/Programs	Expenses	Program Revenues		Net (Expense)
		Charges for	Operating	Revenues and
		Services	Grants and	Changes in
			Contributions	Net Position
				Governmental
				Activities
Governmental Activities				
General government	\$ (106,551)	\$ 135,564	\$ 152,990	\$ 182,003
Physical environment	(363,832)	-	-	(363,832)
Culture/recreation	(3,073,762)	1,607,517	866,944	(599,301)
Interest and other charges	(667,032)	1,139,279	-	472,247
Total Governmental Activities	<u>\$ (4,211,177)</u>	<u>\$ 2,882,360</u>	<u>\$ 1,019,934</u>	<u>(308,883)</u>
General Revenues				
				3,974
				68,208
				<u>72,182</u>
				(236,701)
				(577,034)
				<u>\$ (813,735)</u>

See accompanying notes.

Rivers Edge II Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 60,430	\$ -	\$ -	\$ 60,430
Investments	207,134	-	-	207,134
Accounts receivable	5,569	-	-	5,569
Assessments receivable	9,099	7,374	-	16,473
Due from other governments	3,896	-	-	3,896
Due from developer	200,000	-	-	200,000
Due from other	137,747	-	-	137,747
Prepaid items	5,000	-	-	5,000
Deposits	16,840	-	-	16,840
Restricted assets				
Investments	-	1,063,285	7,895	1,071,180
Total Assets	<u>\$ 645,715</u>	<u>\$ 1,070,659</u>	<u>\$ 7,895</u>	<u>\$ 1,724,269</u>
LIABILITIES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	\$ 92,930	\$ -	\$ -	\$ 92,930
Due to developer	360	-	-	360
Total Liabilities	<u>93,290</u>	<u>-</u>	<u>-</u>	<u>93,290</u>
FUND BALANCES				
Nonspendable				
Prepaid items/deposits	21,840	-	-	21,840
Restricted				
Debt service	-	1,070,659	-	1,070,659
Capital projects	-	-	7,895	7,895
Assigned				
Operating reserves	136,927	-	-	136,927
Unassigned	393,658	-	-	393,658
Total Fund Balances	<u>552,425</u>	<u>1,070,659</u>	<u>7,895</u>	<u>1,630,979</u>
Total Liabilities and Fund Balances	<u>\$ 645,715</u>	<u>\$ 1,070,659</u>	<u>\$ 7,895</u>	<u>\$ 1,724,269</u>

See accompanying notes.

Rivers Edge II Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2024

Total Governmental Fund Balances	\$ 1,630,979
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, including buildings and improvements, \$7,145,562, and improvements other than buildings, \$10,914,968, net of accumulated depreciation, \$(2,541,258), used in governmental activities are not current financial resources and, therefore, are not reported at the fund level.	15,519,272
Long-term liabilities, \$(15,860,000), net, of bond premium, net, \$(81,235), and developer advance, \$(1,746,696), are not due and payable in the current period and, therefore, are not reported at the fund level.	(17,687,931)
Accrued interest expense for long-term debt is not a current financial use and, therefore, is not reported at the fund level.	<u>(276,055)</u>
Net Position of Governmental Activities	<u><u>\$ (813,735)</u></u>

See accompanying notes.

Rivers Edge II Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
For the Year Ended September 30, 2024

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Special assessments	\$ 903,762	\$1,139,279	\$ -	\$ 2,043,041
Developer contributions	1,019,934	-	-	1,019,934
Charges for services	839,319	-	-	839,319
Investment earnings	8,046	59,762	400	68,208
Miscellaneous revenues	2,387	-	-	2,387
Total Revenues	<u>2,773,448</u>	<u>1,199,041</u>	<u>400</u>	<u>3,972,889</u>
Expenditures				
Current				
General government	106,551	-	-	106,551
Culture/recreation	2,835,577	-	-	2,835,577
Debt service				
Principal	-	440,000	-	440,000
Interest	-	676,270	-	676,270
Total Expenditures	<u>2,942,128</u>	<u>1,116,270</u>	<u>-</u>	<u>4,058,398</u>
Revenues over/(under) expenditures	(168,680)	82,771	400	(85,509)
Other Financing Sources/(Uses)				
Insurance proceeds	<u>1,587</u>	<u>-</u>	<u>-</u>	<u>1,587</u>
Net change in fund balances	(167,093)	82,771	400	(83,922)
Fund Balances - October 1, 2023	<u>719,518</u>	<u>987,888</u>	<u>7,495</u>	<u>1,714,901</u>
Fund Balances - September 30, 2024	<u>\$ 552,425</u>	<u>\$1,070,659</u>	<u>\$ 7,895</u>	<u>\$ 1,630,979</u>

See accompanying notes.

Rivers Edge II Community Development District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ (83,922)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.	(602,017)
Bond premium is amortized over the life of the bond at the government-wide level. This is the amount of current-year amortization.	3,056
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and the current year accruals.	6,182
Repayment of bond principal is an expenditure at the governmental fund level, but the repayment reduces long-term liabilities in the Statement of Net Position.	<u>440,000</u>
Change in Net Position of Governmental Activities	<u><u>\$ (236,701)</u></u>

See accompanying notes.

Rivers Edge II Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES – BUDGET AND ACTUAL –
GENERAL FUND

For the Year Ended September 30, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 609,007	\$ 894,663	\$ 903,762	\$ 9,099
Developer contributions	1,504,723	1,368,911	1,019,934	(348,977)
Charges for services	554,455	839,319	839,319	-
Investment earnings	1,000	1,000	8,046	7,046
Miscellaneous revenues	13,141	13,141	2,387	(10,754)
Total Revenues	<u>2,682,326</u>	<u>3,117,034</u>	<u>2,773,448</u>	<u>(343,586)</u>
Expenditures				
Current				
General government	130,676	130,115	106,551	23,564
Culture/recreation	<u>2,552,940</u>	<u>2,989,796</u>	<u>2,835,577</u>	<u>154,219</u>
Total Expenditures	<u>2,683,616</u>	<u>3,119,911</u>	<u>2,942,128</u>	<u>177,783</u>
Revenues over/(under) expenditures	(1,290)	(2,877)	(168,680)	(165,803)
Other Financing Sources/(Uses)				
Insurance proceeds	<u>-</u>	<u>1,587</u>	<u>1,587</u>	<u>-</u>
Net change in fund balances	(1,290)	(1,290)	(167,093)	(165,803)
Fund Balances - October 1, 2023	<u>156,774</u>	<u>156,774</u>	<u>719,518</u>	<u>562,744</u>
Fund Balances - September 30, 2024	<u>\$ 155,484</u>	<u>\$ 155,484</u>	<u>\$ 552,425</u>	<u>\$ 396,941</u>

See accompanying notes.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Rivers Edge II Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on June 22, 2018 by St. Johns County, Florida Ordinance 2018-026 as later amended by St. Johns County, Florida Ordinance 2019-71, under the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District amended its boundaries by contracting approximately 0.01777 acres and expanding by approximately 96.96 acres on November 5, 2019, such that the amended District boundaries encompass approximately 983.88 acres. The District is governed by a five-member Board of Supervisors. The District operates within the criteria established by Chapter 190, Florida Statutes. The Board has the responsibility for assessing and levying assessments, approving budgets, exercising control over facilities and properties, controlling the use of funds generated by the District, approving the hiring and firing of key personnel, and financing improvements.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the Rivers Edge II Community Development District (the primary government) as a stand-alone government.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments, charges for services, and contributions. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance in accordance with Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by the state constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – Accounts for debt service requirements to retire certain special assessment revenue bonds which were used to finance the construction of District infrastructure improvements and finance certain additional improvements. The bond series is secured by a pledge of debt service special assessment revenues in any fiscal year related to the improvements. A lien is placed on all benefited land in relationship to the debt outstanding.

Capital Projects Fund – The Capital Project Fund accounts for construction of infrastructure improvements within the boundaries of the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as capital assets, and non-current governmental liabilities, such as bonds payable, be reported in the governmental activities column in the government-wide statement of net position.

4. Assets, Liabilities and Net Position

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position (Continued)

a. Cash and Investments (Continued)

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Florida Statute 280.02.

b. Restricted Net Position

Certain net position of the District are classified as restricted on the statement of net position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include buildings and improvements, and improvements other than buildings, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position (Continued)

c. Capital Assets (Continued)

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Buildings and improvements:	30 years
Improvements other than buildings:	30 years

d. Unamortized Bond Premium

Bond premiums are presented on the government-wide financial statements. The premium is amortized over the life of the bonds using the straight-line method. For financial reporting, the unamortized bond premium is netted with the applicable long-term debt.

e. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

“Total fund balances” of the District’s governmental funds, \$1,630,979, differs from “net position” of governmental activities, \$(813,735), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated below.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position (Continued)

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the cost of those assets is reported as expenditures at the governmental fund level. However, the Statement of Net Position included those capital assets among the assets of the District as a whole.

Buildings and improvements	\$ 7,145,562
Improvements other than buildings	10,914,968
Accumulated depreciation	<u>(2,541,258)</u>
Total	<u>\$ 15,519,272</u>

Long-term debt transactions

Long-term liabilities and bond discount applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position.

Bonds payable	\$ (15,860,000)
Bond premium, net	(81,235)
Developer advance	<u>(1,746,696)</u>
Bonds payable, net	<u>\$ (17,687,931)</u>

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported at the governmental fund level due to accrued interest on bonds.

Accrued interest on bonds payable	<u>\$ (276,055)</u>
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Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$(83,922), differs from the “change in net position” for governmental activities, \$(236,701), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental fund level. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures at the governmental fund level. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decrease by the amount that capital outlay exceeded depreciation charged for the year.

Depreciation	\$ <u>(602,017)</u>
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Long-term debt transactions

Long-term debt transactions are reflected as expenditures and other financing sources at the fund level. These transactions affect liabilities at the government-wide level.

Debt principal payments	\$ <u>440,000</u>
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Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures at the governmental fund level.

Net change in accrued interest payable	\$ <u>6,182</u>
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Amortization of bond premium	\$ <u>3,056</u>
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Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2024, the District's bank balance was \$98,023 and the carrying value was \$60,430. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2024, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturities</u>	<u>Fair Value</u>
First American Government Obligations Fund	31 days*	\$ 1,071,180
U.S. Bank Managed Money Market	N/A	40,587
Florida PRIME	39 days*	166,547
Total		<u>\$ 1,278,314</u>

* Weighted Average Maturity

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most realizable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtained quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the District's investments in First American Government Obligations Fund and U.S. Bank Managed Money Market are Level 1 assets.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2024, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2024, the District's investments in First American Government Obligations Fund and Florida PRIME were rated AAAm by Standard and Poor's. The District's investment in U.S. Bank Managed Money Market is not rated.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The District's investments in First American Government Obligations Fund represents 84% of the District's total investments. The District's investments in Florida PRIME represents 13% of total investments and the District's investments in U.S. Bank Managed Money Market make up 3% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2024 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE D – SPECIAL ASSESSMENT REVENUES

Assessments are non-ad valorem assessments on benefitted property within the District. Operating and Maintenance Assessments are based upon adopted budget and levied annually. Debt Service Assessments are levied when bonds are issued and collected annually. The District may collect assessments directly or utilize the uniform method of collection (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the Debt Service Assessments on their property subject to various provisions in the bond documents.

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

NOTE E – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2024 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
<u>Governmental Activities:</u>				
Capital assets, being depreciated:				
Buildings and improvements	\$ 7,145,562	\$ -	\$ -	\$ 7,145,562
Improvements other than buildings	10,914,968	-	-	10,914,968
Total Capital Assets Depreciated	18,060,530	-	-	18,060,530
Less accumulated depreciation	(1,939,241)	(602,017)	-	(2,541,258)
Total Capital Assets Depreciated, Net	<u>\$ 16,121,289</u>	<u>\$ (602,017)</u>	<u>\$ -</u>	<u>\$ 15,519,272</u>

Depreciation in the amount of \$363,832 was charged to physical environment and \$238,185 to culture/recreation.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE F – LONG-TERM DEBT

The following is a summary of activity for bonded debt of the District for the year ended September 30, 2024:

Bonds payable at October 1, 2023	\$ 16,300,000
Principal payments	<u>(440,000)</u>
Bonds payable at September 30, 2024	15,860,000
Bond premium, net	<u>81,235</u>
Bonds payable, Net at September 30, 2024	<u><u>\$ 15,941,235</u></u>

Capital Improvement Revenue Refunding Bonds

Long-term debt is comprised of the following:

\$7,165,000 Series 2020 Capital Improvement Revenue Bonds maturing through 2050, at various interest rates between 4.00% and 5.15%, payable May 1 and November 1. Current portion is \$130,000.

\$ 6,600,000

\$9,900,000 Series 2021 Capital Improvement Revenue Bonds maturing through 2051, at various interest rates between 2.40% and 4.00%, payable May 1 and November 1 beginning November 2021. Current portion is \$215,000.

\$ 9,260,000

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE F – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

Year Ending September 30,	Principal	Interest	Total
2025	\$ 345,000	\$ 662,533	\$ 1,007,533
2026	355,000	652,173	1,007,173
2027	370,000	641,088	1,011,088
2028	385,000	628,103	1,013,103
2029	395,000	614,603	1,009,603
2030-2034	2,230,000	2,842,845	5,072,845
2035-2039	2,725,000	2,352,990	5,077,990
2040-2044	3,355,000	1,736,214	5,091,214
2045-2049	4,205,000	912,383	5,117,383
2050-2051	1,495,000	86,318	1,581,318
Totals	<u>\$ 15,860,000</u>	<u>\$ 11,129,250</u>	<u>\$ 26,989,250</u>

Summary of Significant Bonds Resolution Terms and Covenants

Capital Improvement Revenue Bonds

Significant Bond Provisions

The Series 2020 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2030 at a price equal to the par amount of the Series 2020 Bonds thereof, together with accrued interest to the date of redemption. The Series 2020 are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Series 2021 Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2031 at the redemption price of the principal amount to be redeemed plus accrued interest to the date of redemption. The Series 2021 are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indentures establish certain amounts be maintained in a reserve account. In addition, the Trust Indentures have certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE F – LONG-TERM DEBT (CONTINUED)

Depository Funds

The bond resolution establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds

The Series 2020 Reserve Account was funded from the proceeds of the Series 2020 Bonds in an amount equal to 50 percent of the maximum annual debt service for the Series 2020 Bonds.

The Series 2021 Reserve Account was funded from the proceeds of the Series 2021 Bonds in an amount equal to 50 percent of the maximum annual debt service for the Series 2021 Bonds.

Monies held in the reserve accounts will be used only for the purposes established in the Trust Indentures.

The following is a schedule of required reserve balances as of September 30, 2024:

	Reserve Balance	Reserve Requirement
Capital Improvement Revenue Bonds, Series 2020	\$ 232,471	\$ 229,431
Capital Improvement Revenue Bonds, Series 2021	\$ 275,800	\$ 275,281

Developer Advance

In March 2023, the District entered into an acquisition agreement with the Developer. The District acquired infrastructure improvements for \$2,480,300. During the prior year, the District paid \$733,604 to the Developer for the improvements. No payments were made in the current fiscal year. The balance outstanding as of September 30, 2024 is \$1,746,696. The balance will be paid in the future from available bond proceeds.

NOTE G – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. As of September 30, 2024, all board members were affiliated with the Developer. The District had a balance due from the developer of \$200,000 at September 30, 2024.

Rivers Edge II Community Development District
NOTES TO FINANCIAL STATEMENTS
September 30, 2024

NOTE H – INTERLOCAL COST SHARE AGREEMENT

The District is a party to an interlocal cost sharing agreement with Rivers Edge Community Development District (“Rivers Edge”) and Rivers Edge III Community Development District (“Rivers Edge III”) whereby the District, Rivers Edge, and Rivers Edge III are to share various master infrastructure maintenance and amenity center related costs. The allocation percentage of revenues and expenses are 33.48% to Rivers Edge, 30.84% to the District, and 35.68% to Rivers Edge III. During the current year, the District received \$46,753 from Rivers Edge III in relation to the cost share agreement and paid \$688,424 for landscape maintenance.

NOTE I – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. There were no claims or settled claims from these risks for each of the past three years.

NOTE J – SUBSEQUENT EVENT

In November 2024, the District made prepayments of \$5,000 on both the Series 2020 and Series 2021 Capital Improvement Revenue Bonds.

In February 2025, the District made prepayments of \$5,000 and \$875,000 on the Series 2020 and Series 2021 Capital Improvement Revenue Bonds, respectively.

In May 2025, the District made prepayments of \$15,000 and \$30,000 on the Series 2020 and Series 2021 Capital Improvement Revenue Bonds, respectively.



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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Rivers Edge II Community Development District
St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Rivers Edge II Community Development District, as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated September 24, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Rivers Edge II Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rivers Edge II Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Rivers Edge II Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.



To the Board of Supervisors
Rivers Edge II Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rivers Edge II Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 24, 2025



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MANAGEMENT LETTER

To the Board of Supervisors
Rivers Edge II Community Development District
St. Johns County, Florida

Report on the Financial Statements

We have audited the financial statements of the Rivers Edge II Community Development District as of and for the year ended September 30, 2024, and have issued our report thereon dated September 24, 2025.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated September 24, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.



To the Board of Supervisors
Rivers Edge II Community Development District

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Rivers Edge II Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Rivers Edge II Community Development District has not met one of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2024 for the Rivers Edge II Community Development District. It is management's responsibility to monitor the Rivers Edge II Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information below was provided by management and has not been audited by us; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, Rivers Edge II Community Development District reported:

- 1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors, defined as individuals or entities that receive 1099s, to whom nonemployee compensation was paid in the last month of the District's fiscal year: 16
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$1,285,896
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2023, together with the total expenditures for such project: N/A
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The Board amended the budget, see below.

To the Board of Supervisors
Rivers Edge II Community Development District

	Original Budget	Actual	Variance with Original Budget Positive (Negative)
Revenues			
Special assessments	\$ 609,007	\$ 903,762	\$ 294,755
Developer contributions	1,504,723	1,019,934	(484,789)
Charges for services	554,455	839,319	284,864
Investment earnings	1,000	8,046	7,046
Miscellaneous revenues	13,141	2,387	(10,754)
Total Revenues	<u>2,682,326</u>	<u>2,773,448</u>	<u>91,122</u>
Expenditures			
Current			
General government	130,676	106,551	24,125
Culture/recreation	2,552,940	2,835,577	(282,637)
Total Expenditures	<u>2,683,616</u>	<u>2,942,128</u>	<u>(258,512)</u>
Revenues over/(under) expenditures	(1,290)	(168,680)	(167,390)
Other Financing Sources/(Uses)			
Insurance proceeds	<u>-</u>	<u>1,587</u>	<u>1,587</u>
Net Change in Fund Balances	(1,290)	(167,093)	(165,803)
Fund Balances - October 1, 2023	<u>156,774</u>	<u>719,518</u>	<u>562,744</u>
Fund Balances - September 30, 2024	<u>\$ 155,484</u>	<u>\$ 552,425</u>	<u>\$ 396,941</u>

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)9, Rules of the Auditor General, the Rivers Edge II Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District:
\$872.37 – \$2,023.10 for the General Fund and \$695.68 – \$1,103.50 for the Debt Service Fund.
- 2) The amount of special assessments collected by or on behalf of the District: Total special assessments collected was \$2,043,041.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds are as follows: \$6,600,000 Series 2020 Bonds due on May 1, 2050 at various rates from 4.00% to 5.15%, and \$9,260,000 Series 2021 Bonds due on May 1, 2051 at various rates from 2.4% to 4.0%.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Rivers Edge II Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred or is likely to have occurred, that has an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 24, 2025



**Berger, Toombs, Elam,
Gaines & Frank**

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Rivers Edge II Community Development District
St. Johns County, Florida

We have examined Rivers Edge II Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2024. Management is responsible for Rivers Edge II Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Rivers Edge II Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Rivers Edge II Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Rivers Edge II Community Development District's compliance with the specified requirements.

In our opinion, Rivers Edge II Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2024.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

September 24, 2025

SEVENTH ORDER OF BUSINESS

Prepared By and Return to:

Lauren Gentry, Esq.
KILINSKI | VAN WYK PLLC
517 East College Avenue
Tallahassee, Florida 32301

AMENDMENT
TO TRI-PARTY INTERLOCAL AND COST-SHARE AGREEMENT

THIS Amendment (this “Amendment”) is made as of September __, 2025, by **RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“District III”), and is consented to by **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“District I”); **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (“District II” and together with District I and District III, the “Districts”); and **MATTAMY JACKSONVILLE, LLC**, a foreign limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando FL 32811 (“Mattamy” and together with the Districts, the “Parties”).

WHEREAS, on November 1, 2019, District I, District II, and Mattamy entered into that certain *Tri-Party Interlocal and Cost-Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, recorded at Book 4832, Pages 854 et seq., of the Official Records of St. Johns County, Florida (“Agreement”), attached as **Exhibit E** hereto; and

WHEREAS, the Agreement preceded the creation of District III and provided that Mattamy was at the time of execution of the Agreement the landowner of the lands on which District III was anticipated to be established, and was anticipated to fund the costs associated with the future district until such time as District III was established; and

WHEREAS, District III was established effective March 5, 2020, by the Board of County Commissioners of St. Johns County, Florida, by Ordinance No. 2020-7; and

WHEREAS, the Agreement provides that the Parties agree to extend the same rights, obligations, and responsibilities held by Mattamy Jacksonville, LLC, to District III once established and upon acceptance of the Agreement by the District III Board of Supervisors; and

WHEREAS, the Parties now wish to amend the Agreement to include the amenity facilities and additional improvements of District III.

NOW, THEREFORE, for and in consideration of the agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, the parties declare as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms that are not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

2. **Acceptance of Agreement.** District III hereby accepts the Agreement and agrees to assume the rights, obligations, and responsibilities originally imposed upon or granted to Mattamy Jacksonville, LLC, as outlined in the Agreement.

3. **Amendment.**

- A. Exhibit A of the Agreement, Offsite Improvements, is hereby amended as shown at **Exhibit A** attached hereto.
- B. Exhibit B of the Agreement, Amenities Facilities, is hereby amended to include the River Lodge amenity facility and other District III recreational facilities as shown at **Exhibit B** attached hereto.
- C. Composite Exhibit C of the Agreement, Additional Improvements, is hereby amended to include the Additional Improvements of District III as shown at **Composite Exhibit C** attached hereto.
- D. Composite Exhibit D of the Agreement, Methodology for Calculation of Shared Costs, is hereby replaced with the updated Methodology for Calculation of Shared Costs attached as **Composite Exhibit D** attached hereto.

4. **Recording.** This Acknowledgement shall be recorded in the Public Records of St. Johns County, Florida, upon execution by all Parties.

5. **Affirmation of the Agreement.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described herein, nothing herein shall modify the rights and obligations of the parties under the Agreement. All remaining provisions remain in full effect and fully enforceable.

6. **Authorization.** The execution of this Amendment has been duly authorized by the appropriate body or official of the parties, all parties have complied with all the requirements of law, and all Parties have full power and authority to comply with the terms and provisions of this Amendment.

7. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established pursuant to
Chapter 190, Florida Statutes

Witness Signature

Witness Name Printed

By: _____
Ahmed “Mac” McIntyre
Chairperson, Board of Supervisors

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Ahmed “Mac” McIntyre, as Chairperson of the
Board of Supervisors of the Rivers Edge Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established pursuant to
Chapter 190, Florida Statutes

Witness Signature

Witness Name Printed

By: _____
Print Name: Orville Richard (“D.J.”) Smith, III
Chairperson, Board of Supervisors

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Orville Richard (“D.J.”) Smith, III, as Chairperson
of the Board of Supervisors of the Rivers Edge II Community Development District.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established pursuant to
Chapter 190, Florida Statutes

Witness Signature

Witness Name Printed

By: _____
Print Name: Orville Richard (“D.J.”) Smith, III
Chairperson, Board of Supervisors

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Orville Richard (“D.J.”) Smith, III, as Chairperson
of the Board of Supervisors of the Rivers Edge III Community Development District.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature

Witness Name Printed

By: _____
Cliff Nelson, its Vice President

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Cliff Nelson, as Vice President for
MATTAMY JACKSONVILLE LLC, a Delaware limited liability company.

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[notary seal]

Exhibit A: Offsite Improvements, as amended
Exhibit B: Amenities Facilities, as amended
Composite Exhibit C: Additional Improvements, as amended
Composite Exhibit D: Methodology for Calculation of Shared Costs, as amended
Exhibit E: Agreement

EXHIBIT A

RIVERTOWN

RE CDD, RE II CDD & RE III CDD SHARED OFFSITE IMPROVEMENTS COMPOSITE EXHIBIT A

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- RE II CDD Boundary
- RE III CDD Boundary
- Shared Offsite Improvements



EXHIBIT B

RIVERTOWN

RE CDD, RE II CDD & RE III CDD AMENITY FACILITIES COMPOSITE EXHIBIT B

LEGEND

 Existing Wetland

 Wetland Buffer/Mitigation

 Future Development

 Open Space

 RECDD Boundary

 RE II CDD Boundary

 RE III CDD Boundary

 Shared Offsite Improvements



EXHIBIT C

RIVERTOWN

RE CDD, RE II CDD & RE III CDD ADDITIONAL IMPROVEMENTS COMPOSITE EXHIBIT C

LEGEND

 Existing Wetland

 Wetland Buffer/Mitigation

 Future Development

 Open Space

 RECDD Boundary

 RE II CDD Boundary

 RE III CDD Boundary

 Shared Offsite Improvements

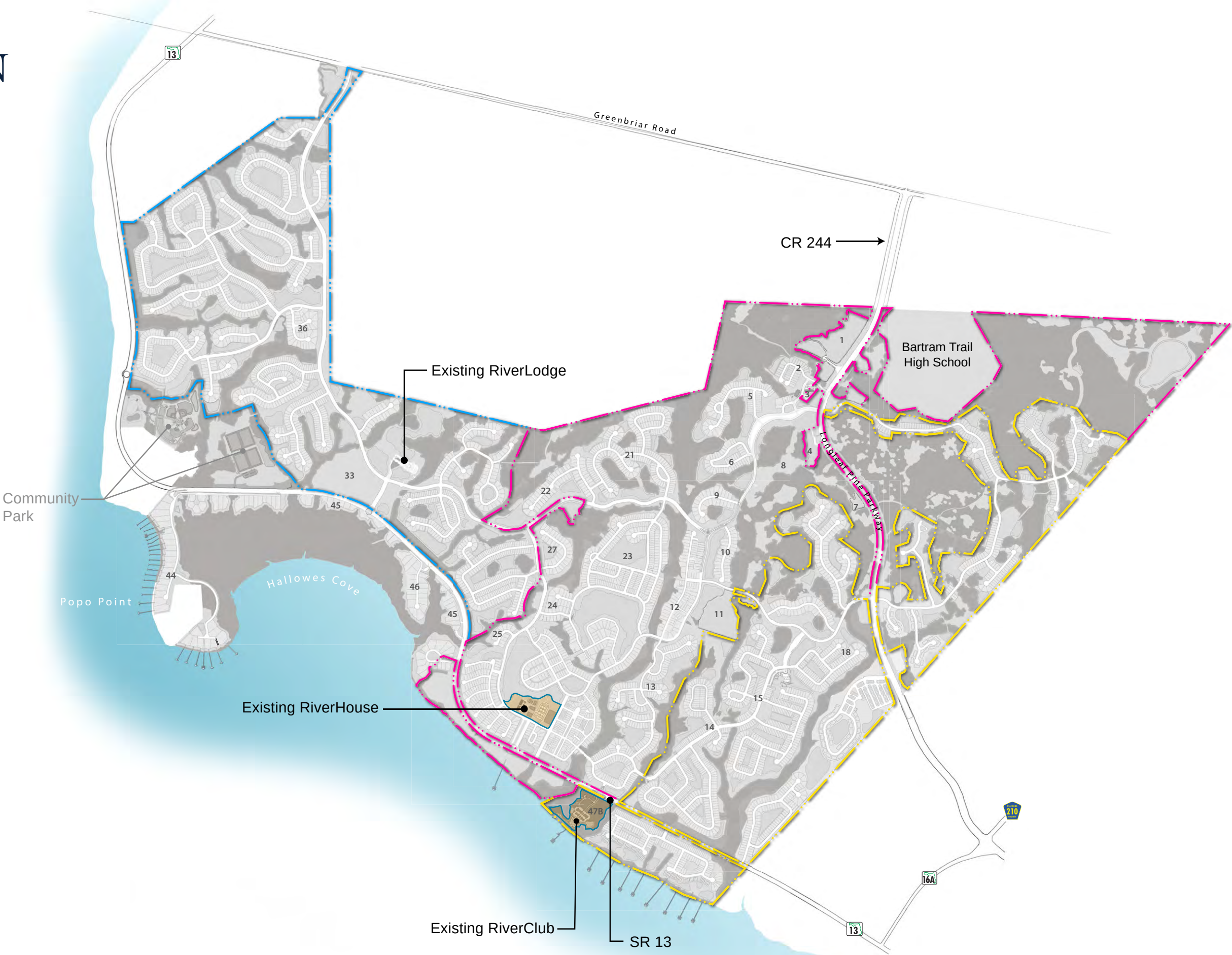


EXHIBIT D

**Rivers Edge I, II, & III
Community Development Districts**

**Cost Sharing Operations and
Maintenance Services Grounds
Maintenance and Amenities Report**

**Updated: September 17, 2025
Original: October 8, 2019**

**Prepared by
Governmental Management Services, LLC**

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1.0 Introduction

1.1 The Districts

The Rivers Edge Community Development District, Rivers Edge II Community Development District, and Rivers Edge III Community Development District (together, the “Districts”, the “Parties” or individual each the “party”) are local units of special-purpose government, created pursuant to Chapter 190, Florida Statutes. The Districts are part of the development known as RiverTown (“RiverTown”). All three special districts serve the residents within RiverTown. The Districts were established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown.

RiverTown is a master-planned community generally located south of Greenbriar Road and north and east of State Road 13. The planned development for the Districts includes a total of approximately 4,500 residential units. Each individual party has its own development program and infrastructure it is anticipated to finance, construct and own/operate. The Districts have entered into a Tri-party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities (“Interlocal Agreement”) dated October 16, 2019 to share grounds maintenance and amenity operating costs. Each District has their own budget, and each is currently responsible for the costs associated with its infrastructure subject to the cost allocations contained in the Interlocal Agreement.

The parties to the Interlocal Agreement have determined it in their individual and collective best interests to enter into the Interlocal Agreement as community resources are not necessarily bounded by the geographically established areas of each special district boundary. Furthermore, the Parties recognize the cost sharing advantages resulting from economies of scale associated with community development within RiverTown.

1.2 Executive Summary

This Cost Sharing Operations and Maintenance Services – Grounds Maintenance and Amenities Report (“Cost Share Report” or “Report”) is structured to allocate the grounds maintenance and amenity operation and maintenance expenditures for infrastructure within each of the special districts to each of the Parties. The concept of this Cost Share Report is to allocate the costs of grounds maintenance and recreational amenities to the Parties based upon the ratio of equivalent residential units (“ERU”) in each of the Parties boundaries relative to the total ERUs in

RiverTown. Such shared costs are further defined in this Report. The development program for RiverTown and relative ERUs are contained in Exhibit A of this Report.

The exhibits contained in this Report will be updated annually to reflect the changes in budgeted and projected costs that are anticipated to be shared. The sharing of costs does not infer additional responsibilities, ownership or provide for additional rights for any of the Parties that is not explicitly set forth in the Interlocal Agreement, which may be amended from time to time.

2.0 The Operations and Maintenance Expenditures of the Parties

2.1 Grounds Maintenance

Grounds Maintenance costs include the main roadways in and abutting each special district boundary and include not only landscaping costs but also costs for irrigation, reuse water, electric, stormwater management and administration (together “Grounds Maintenance”). The shared grounds maintenance costs for Rivers Edge CDD reflect the current budgeted costs plus future planned costs within that district. Since Rivers Edge II and III are in the process of development, the costs associated with these districts are estimated based upon engineering and staff input and based upon current development plans.

2.2 Amenities

Amenity costs reflect the current budgeted costs for the RiverHouse, RiverClub, and RiverLodge. For Rivers Edge II the costs allocated do not include the costs associated with the café operations and as such no profit or loss from the café will be allocated to Rivers Edge or Rivers Edge III. Any profit or loss from café operations will be solely retained by Rivers Edge II.

3.0 Cost Sharing Allocation

3.1 Structure

The cost for Grounds Maintenance and amenities are grouped together for each party and then allocated based upon the relative ratio of ERUs in each party’s boundary to the total ERUs of RiverTown. As noted above in the executive summary, ERUs have been based upon actual or projected development unit types and benefit.

3.2 Grounds Maintenance Allocation to the Parties

The cost share allocation for the Grounds Maintenance category includes costs for: landscaping, irrigation, reuse water, electric, stormwater and administration. The costs for each party are summarized on Exhibit B and are then allocated to each party based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. Once the allocation of Grounds Maintenance category costs is established the amount of cost sharing due to/(from) is determined based upon the allocation of costs relative to the budgeted costs for that particular party.

3.3 Amenity Allocation to the Parties

The cost share allocation for the amenity's category includes the budgeted costs for each party. For Rivers Edge the budgeted costs for the RiverHouse are included less the revenues retained for special events and other revenue (currently community garden and tennis). This is necessary because the costs for special events and other revenue are included in the amenity costs for the RiverHouse. For Rivers Edge II the budgeted costs for the RiverClub are included, less café costs and special event revenues which are treated the same as Rivers Edge. For Rivers Edge III the budgeted costs for the RiverLodge are included, less special event revenues which are treated the same as Rivers Edge. The methodology for the allocation of amenity costs is contained in Exhibit C. Once the allocation of amenity costs is established the amount of cost sharing due to/(from) is determined based upon the allocation of amenity costs relative to the budgeted costs for that particular party.

Exhibit A
RiverTown
Development Program

Original Master Plan RiverTown (a)

<u>Development Products</u>		<u>Total Planned</u>	<u>ERU per Unit</u>
Single Family	Lot Size		
Residential:	Front Footage		
	30	56	0.62
	40	154	0.74
	45	0	0.74
	50	521	0.87
	55	0	0.87
	60	1,092	1.00
	65	0	1.00
	70	938	1.20
	80	452	1.33
	90	232	1.47
	100	166	1.66
Custom Lots		209	1.66
Apartments		215	0.95
Condos		96	0.60
Townhomes		369	0.62
Villas		0	0.85
Total Residential:		4,500	
Office		100,000	.18/1,000
Retail		300,000	.25/1,000
Commercial		100,000	.10/1,000
Churches		2	2/Church

Total

(a) Historical Reference

Rivers Edge CDD	
Total Planned Units	Total ERUs
23	14.26
0	0.00
512	378.88
0	0.00
490	426.30
0	0.00
194	194.00
218	261.60
81	107.73
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
1,518	1,382.77

Rivers Edge II CDD	
Total Planned Units	Total ERUs
194	120.28
0	0.00
397	293.78
0	0.00
429	373.23
0	0.00
0	0.00
65	78.00
50	66.50
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
349	216.38
0	0.00
1,484	1,148.17

Rivers Edge III CDD	
Total Planned Units	Total ERUs
0	0.00
0	0.00
595	440.30
0	0.00
325	282.75
0	0.00
426	426.00
179	214.80
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
1,525	1,363.85

Total Rivers Edge	
Total Planned Units	Total ERUs
217	134.54
0	0.00
1,504	1112.96
0	0.00
1,244	1082.28
0	0.00
620	620.00
462	554.40
131	174.23
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
349	216.38
0	0.00
4,527	3,894.79

	Total ERUs	% ERUs
Rivers Edge CDD	1,382.77	35.50%
Rivers Edge II CDD	1,148.17	29.48%
Rivers Edge III CDD	1,363.85	35.02%
Total	3,894.79	100.00%

EXHIBIT B

Rivers Edge CDDs -- Cost Share of Grounds Maintenance Build Out Allocation for FY2026 Budget

		FY2026 Proposed <u>Budget</u>
Rivers Edge		
	Grounds Maintenance	\$2,000,000 Projected
	Landscaping, Lake Maintenance, Irrigation	
Rivers Edge 2		
	Grounds Maintenance	\$900,000 Projected
	Landscaping, Lake Maintenance, Irrigation	
Rivers Edge 3		
	Grounds Maintenance	\$1,850,000 Projected
	Landscaping, Lake Maintenance, Irrigation	
Total CDD Cost		<u><u>\$4,750,000</u></u>

Allocation of Grounds Maintenance Costs				
	<u>Total ERUs</u>	<u>% ERUs</u>	<u>Allocated Cost</u>	Due to/(From)
Rivers Edge	1,382.77	35.50%	1,686,395.80	313,604.20
Rivers Edge 2	1,148.17	29.48%	1,400,282.81	(500,282.81)
Rivers Edge 3	1,363.85	35.02%	1,663,321.39	186,678.61
Total	3,894.79	100.00%	4,750,000.00	(0.00)

EXHIBIT C

Rivers Edge CDDs -- Cost Share of Amenities FY2026 Budget

		FY 2026 Proposed Budget
Rivers Edge		
	Amenity Center Budget - RiverHouse	\$1,061,228
	Special Events/Other Revenue	-\$42,500
	Net Amenity Costs RiverHouse	<u>\$1,018,728</u>
Rivers Edge 2		
	Amenity Center Budget - RiverClub (excl. Café)	\$754,268
	Special Events/Other Revenue	-\$3,500
	Net Amenity Costs RiverClub	<u>\$750,768</u>
Rivers Edge 3		
	Amenity Center Budget - RiverLodge	\$786,262
	Special Events/Other Revenue	-\$1,000
	Net Amenity Costs RiverLodge	<u>\$785,262</u>
	Total CDD Cost	<u><u>\$2,554,758</u></u>

Allocation of Amenities Costs

	<u>Total ERUs</u>	<u>% ERUs</u>	<u>Allocated Cost</u>	<u>Due to/(From)</u>
Rivers Edge	1,382.77	35.50%	907,017.51	111,710.49
Rivers Edge 2	1,148.17	29.48%	753,133.41	(2,365.41)
Rivers Edge 3	1,363.85	35.02%	894,607.08	(109,345.08)
Total	3,894.79	100.00%	2,554,758.00	(0.00)

EXHIBIT E

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

(This space reserved for Clerk)

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

**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 1st day of November 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 and onsite 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, as more particularly identified in **Exhibit A**, attached hereto and incorporated herein by reference (the "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 identified in **Exhibit B**, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties each independently own certain other improvements that include landscaping, irrigation, pocket parks and stormwater facilities within their respective boundaries, as more particularly described in **Composite Exhibit C**, attached hereto and incorporated herein by reference ("Additional Improvements", and together with the Offsite Improvements and the Amenity Facilities, hereinafter, the "Improvements"); 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 **Composite Exhibit D**, and incorporated herein by this reference, which may change from time to time as the development plan may change ("Cost Share"); 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" and together with the Rivers Edge II Resident Landowners, hereinafter together referred to as "Resident Landowners"). Rivers Edge II hereby agrees to make available to Rivers Edge Resident Landowners the rights to use Amenity Facilities owned by Rivers Edge II to the same extent as Rivers Edge II Resident Landowners. All usage shall be subject to the Districts' adopted Amenity Use Policies, including the payment of all relevant use and rental fees 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 \$4,000.00 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 **Composite 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 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 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 Parties, 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 (including but not limited to claims filed with FEMA). No Party shall file any claims with the other's contractor(s) or insurance company without the prior written consent of the others Board of Supervisors.
- (iv) *Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Improvements.* Rivers Edge shall be responsible for procuring bids, and in the event required to do so by law, publicly bidding all work necessary to operate and maintain the Improvements and the River House in compliance with applicable permits, regulations and DRI requirements. Rivers Edge 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.
- (iv) The Parties hereby agree to extend the same rights, obligations and responsibilities contained in this Agreement, including but not limited to this Section, to Rivers Edge III once established and upon acceptance of this Agreement by the Rivers Edge III Board of Supervisors.

4. MAINTENANCE CONTRACTS AND COST SHARING.

- A. Rivers Edge, through its contractor(s), shall be responsible for providing management and maintenance of the Offsite Improvements and the Additional Improvements. The Parties shall each be individually responsible for providing for the operation, management and maintenance of their respective Amenity Facilities, including contracting for such services, but such costs shall be part of the Shared Costs.
- 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" and is as more particularly set forth in Composite Exhibit D. Such Shared Costs shall be calculated based upon consultation with the Parties methodology consultant(s) and engineer(s) and may change from time to time, based on updates to the development plan of the Parties properties. Based upon the current development plan for RiverTown, the calculations are as set forth in the table supporting such calculation in the attached Exhibit D. 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 Offsite Improvements, Additional 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 and will also be responsible for selecting its contractor(s) for operation and maintenance of its Amenity Facilities.

5. APPROVAL OF SUPPLEMENTAL MAINTENANCE SERVICES. Should any of the Parties desire enhanced or supplemental maintenance services of the Improvements, such Party shall notify the other Parties in advance and in writing, of such request, and the Parties 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 Parties 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 Parties engineer(s) and based upon the RiverTown development plan. The calculation of Shared Costs for such additional improvements shall be determined together by each Parties 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 Parties shall have the option of terminating this Agreement only by entering into a written Termination Agreement, jointly approved by the Parties 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 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 any Party to which such immunity may otherwise apply, 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
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel
- B.** If to Rivers Edge II: Rivers Edge II Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel
- C.** If to Mattamy: Mattamy Jacksonville, LLC
7800 Belfort Parkway, Suite 195,
Jacksonville FL 32256
Attn: _____
- With a copy to: Mattamy Homes US
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Leslie C. Candes

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the 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 any Party 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.

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.

[Signature]
Witness

Ernesto Torres
Print Name

[Signature]
Witness

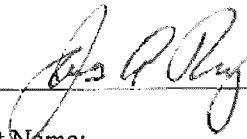
Sarah Sweeting
Print Name

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
By: _____
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF St. Johns

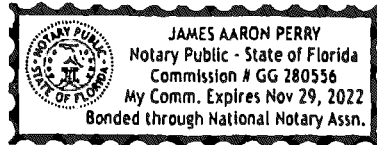
The foregoing instrument was acknowledged before me this 16th day of October, 2019, by JASON SEGIONS, who is personally known to me, and who Did ☒ or Did Not ☐ take an oath.



Print Name: _____
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____



**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Ernesto J. Torres
Witness

Ernesto Torres
Print Name

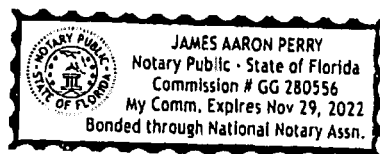
Sarah Sweeting
Witness

Sarah Sweeting
Print Name

[Signature]
By: _____
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 14 day of October 2019, by Jason Sessions, who is personally known to me, and who Did ☒ or Did Not ☐ take an oath.



[Signature]
Print Name: _____
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

[Signature]
Witness

HAI NGUYEN
Print Name

[Signature]
Witness

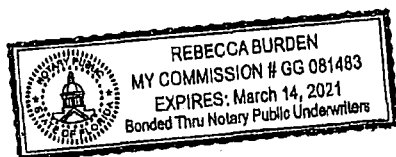
Shawn Gonzales
Print Name

MATTAMY JACKSONVILLE, LLC

[Signature]
By: Cliff Nelson
Its: V.P.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8 day of November, 2019,
by Cliff Nelson, who is personally known to me, and who Did [] or Did Not ☒ take
an oath.



[Signature]
Print Name: Rebecca Burden
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Exhibit A: Offsite Improvements

Exhibit B: Amenities Facilities

Composite Exhibit C: Additional Improvements

Composite Exhibit D: Methodology for Calculation of Shared Costs

Exhibit A: Offsite Improvements

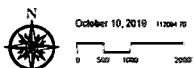
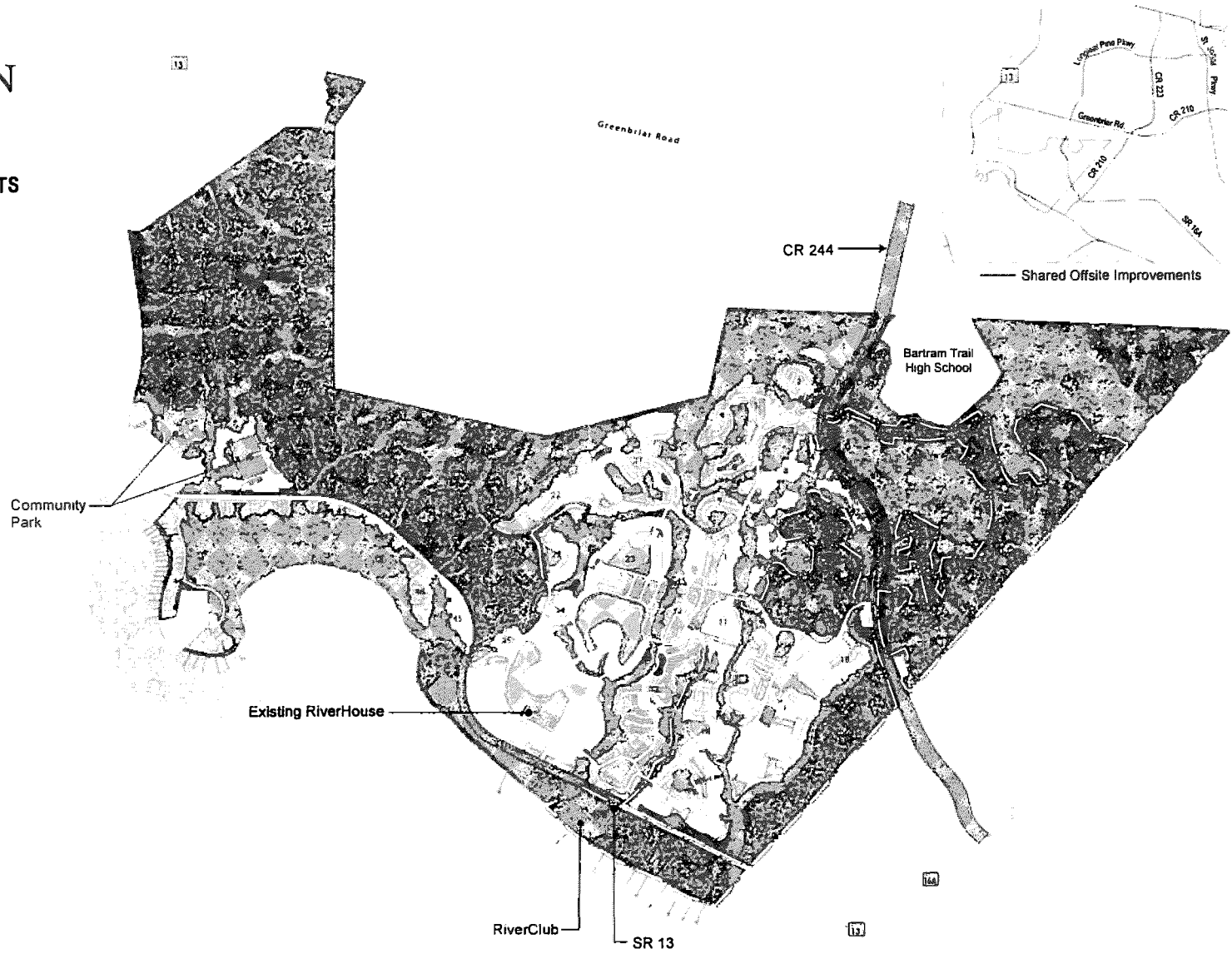
RIVERTOWN

RECDD & REICDD SHARED OFFSITE IMPROVEMENTS

EXHIBIT A

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- REICDD Boundary
- Shared Offsite Improvements



October 10, 2019 11:29:41 AM
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Exhibit B: Amenity Facilities

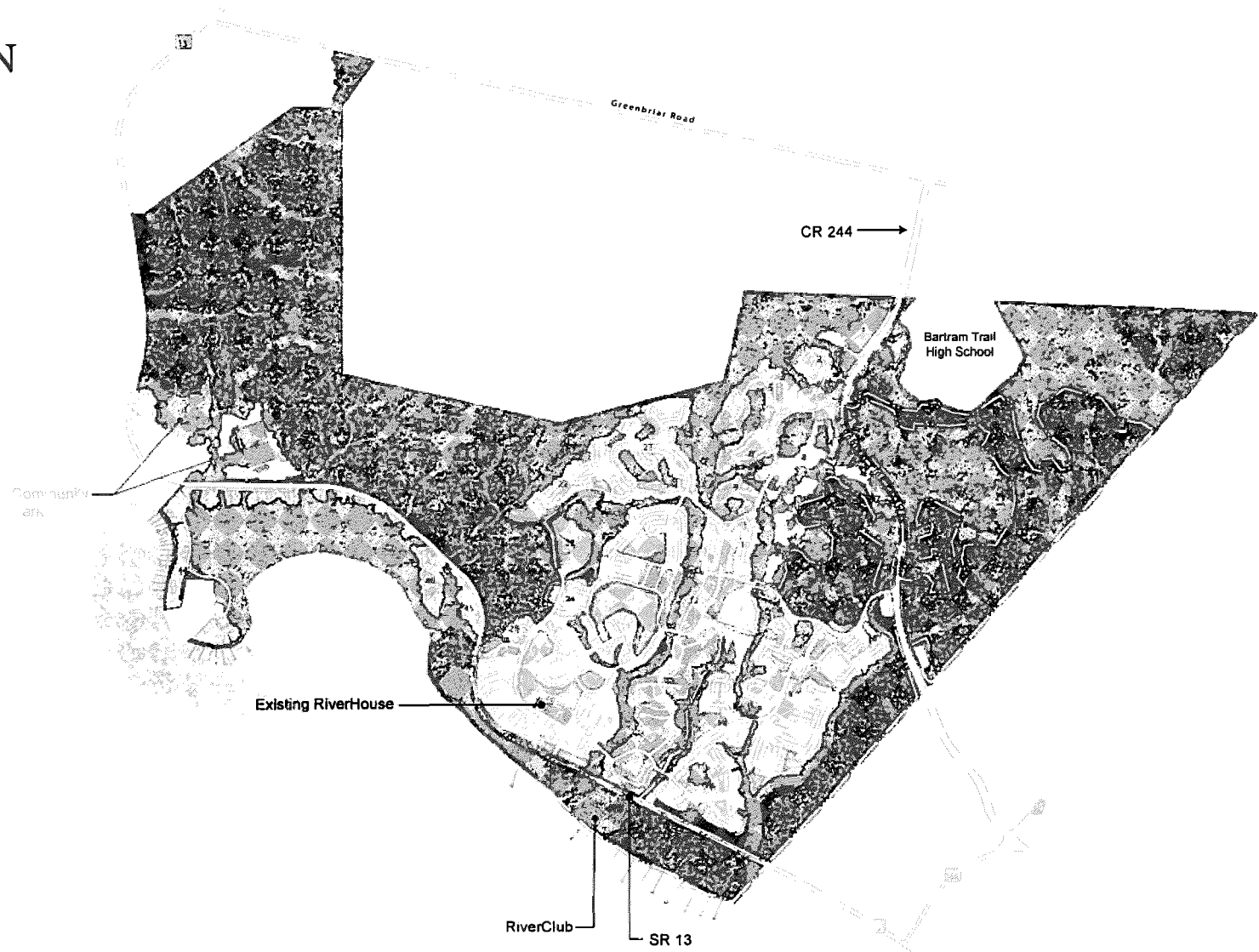
RIVERTOWN

RECDD & REICDD AMENITY FACILITIES

EXHIBIT B

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- REICDD Boundary



Composite Exhibit C: Additional Improvements

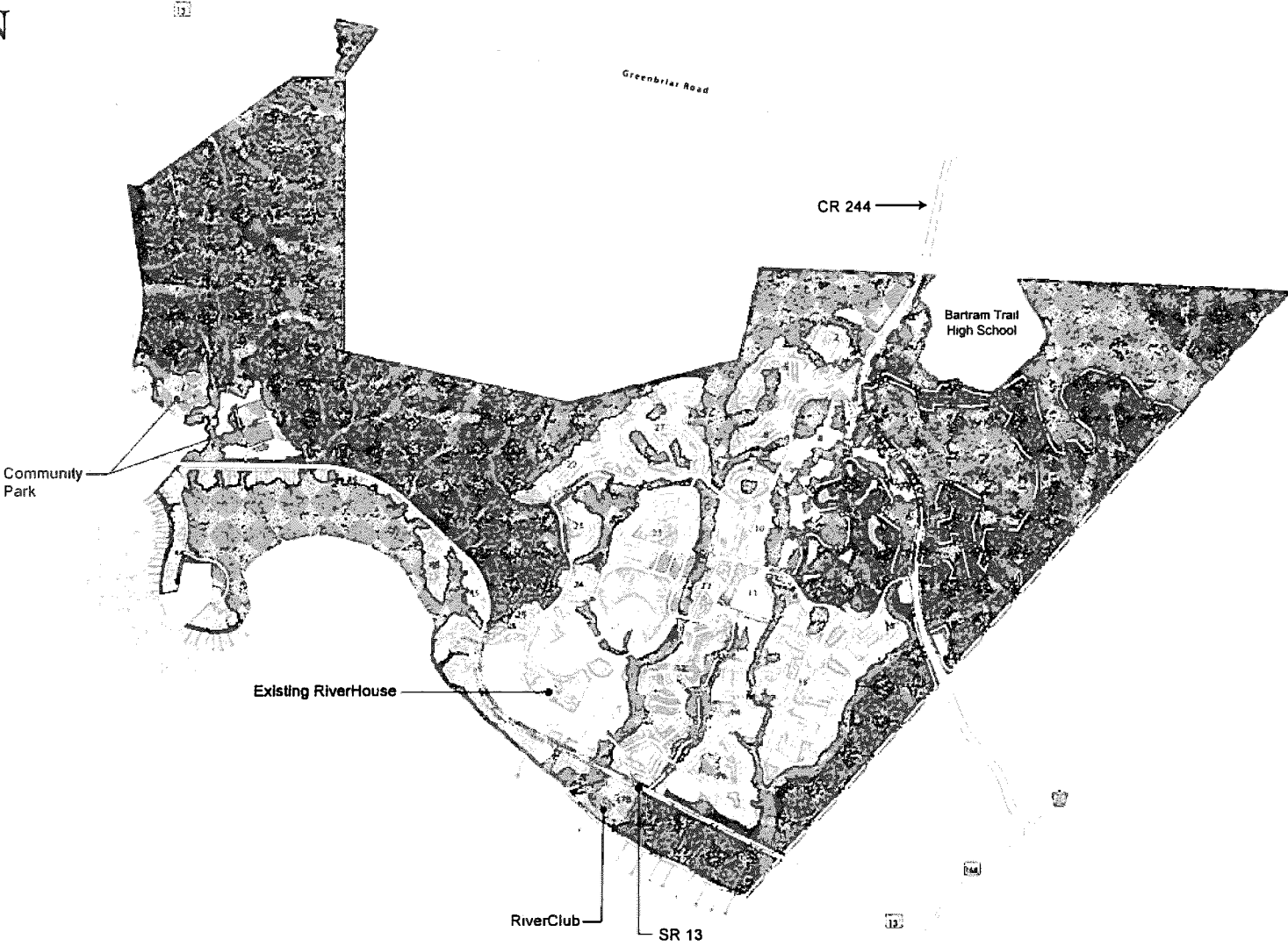
RIVERTOWN

RECDD & REICDD ADDITIONAL IMPROVEMENTS

COMPOSITE EXHIBIT C

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- REICDD Boundary
- Ponds
- Parks/Landscaping



Composite Exhibit D: Methodology for Calculation of Shared Costs

Rivers Edge I, II & III ^(a) Community Development Districts

Cost Sharing Operations and Maintenance Services Landscaping and Amenities Report

October 8, 2019

Prepared by

Governmental Management Services, LLC

(a) In process of formation with St Johns County

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1.0 Introduction

1.1 The Districts

The Rivers Edge Community Development District and Rivers Edge II Community Development Districts (together, the "Districts") are local units of special-purpose government, created pursuant to Chapter 190, Florida Statutes. The Districts are part of the development known as RiverTown ("RiverTown"). A third community development district is planned, and the establishment petition filed with St. Johns County as of the date of this report, which is anticipated to be known as the Rivers Edge III Community Development District ("Rivers Edge III CDD", and with the Districts, the "Parties" or individual each the "party"). All three special districts will serve the residents within RiverTown. The Districts were established for the propose of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown; likewise, Rivers Edge III is expected to be establish for the same purposes.

RiverTown is a master-planned community generally located south of Greenbriar Road and north and east of State Road 13. The planned development for the Districts and Rivers Edge III includes a total of approximately 5,039 residential units. Each individual party has its own development program and infrastructure it is anticipated to finance, construction and own/operate. The Districts and Mattamy Jacksonville, LLC (as 100% landowner of the lands anticipated to be established as Rivers Edge III) have entered into an Tri-party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance services and Providing for the Joint Use of Amenity Facilities ("Interlocal Agreement") dated October 16 ,2019 to share landscape, stormwater and amenity operating costs. After Rivers Edge III CDD

establishment, it is anticipated it will replace Mattamy Jacksonville, LLC as a party to the interlocal agreement. Each District has their own budget and each is currently responsible for the costs associated with its infrastructure subject to the cost allocations contained in the Interlocal Agreement.

The parties to the Interlocal Agreement have determined it in their individual and collective best interests to enter into the Interlocal Agreement as community resources are not necessarily bounded by the geographically established areas of each special district boundary. Furthermore, the Parties recognize the cost sharing advantages resulting from economies of scale associated with community development within RiverTown.

1.2 Executive Summary

This Cost Sharing Operations and Maintenance Services – Landscaping and Amenities Report ("Cost Share Report" or "Report") is structured to allocate the landscaping, stormwater and amenity operation and maintenance expenditures for infrastructure within each of the special districts to each of the Parties. The concept of this Cost Share Report is to allocate the costs of master/community landscaping, irrigation, stormwater and recreational amenities to the Parties based upon the ratio of equivalent residential units ("ERU") in each of the Parties boundaries relative to the total ERU's in RiverTown. Such shared costs are further defined in this Report. The development program for RiverTown and relative ERU's are contained in **Exhibit A** of this Report.

The exhibits contained in this Report will be updated annually to reflect the changes in budgeted and projected costs that are anticipated to be shared. The sharing of costs does not infer additional responsibilities, ownership or provide for additional rights for any of the Parties that is not explicitly set forth in the Interlocal Agreement, which may be amended from time to time.

2.0 The Operations and Maintenance Expenditures of the Parties

2.1 Landscaping/Irrigation/Stormwater

Landscaping costs have been structured into "master" and "additional landscaping" categories. The master landscaping category costs include the main roadways in and abutting each special district boundary and include not only landscaping costs but also costs for irrigation, reuse water, electric, stormwater management and administration. The "additional landscaping" category costs include neighborhood landscaping areas and also include costs for irrigation, reuse water, electric, stormwater and administration. The shared landscaping costs for Rivers Edge CDD reflect the current budgeted costs plus future planned costs within that district. Since Rivers Edge II and III are in the process of development, the landscaping costs associated with these districts are estimated based upon engineering and staff input and based upon current development plans.

2.2 Amenities

Amenity costs reflect the current budgeted costs for the RiverHouse and RiverClub along with a budget estimated for the Rivers Edge CDD III planned amenities. For Rivers Edge II the costs allocated do not include the costs associated with the café operations and as such no profit or loss from the café will be allocated to Rivers Edge or Rivers Edge III. Any profit or loss from café operations will be solely retained by Rivers Edge II.

3.0 Cost sharing Allocation

3.1 Structure

The cost for landscaping/irrigation/stormwater and amenities are grouped together for each party and then allocated based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. As noted above in the executive summary, ERU's have been based upon actual or projected development unit types and benefit.

3.2 Landscaping/Irrigation/Stormwater Allocation to the Parties

The cost share allocation for the landscaping category includes costs for: landscaping, irrigation, reuse water, electric, stormwater and administration. The costs for each party are summarized on **Exhibit B** and are then allocated to

each party based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. Once the allocation of landscaping category costs is established the amount of cost sharing due to/(from) is determined based upon the allocation of costs relative to the budgeted costs for that particular party.

3.3 Amenity Allocation to the Parties

The cost share allocation for the amenity's category includes the budgeted costs for each party. For Rivers Edge the budgeted costs for the RiverHouse are included less the revenues retained for special events. This is necessary because the costs for special events are included in the amenity costs for the RiverHouse. For Rivers Edge II the budgeted costs for the RiverClub are included, less café costs and special event revenues which are treated the same as Rivers Edge. A few additional adjustments are made to Rivers Edge II to reflect costs that have already been allocated or should not be reflected for cost sharing. For Rivers Edge III the projected budgeted costs for amenities is included in the cost share allocation. The methodology for the allocation of amenity costs is contained in **Exhibit C** and as such contains the adjustments described above. Once the allocation of amenity costs is established the amount of cost sharing due to/ (from) is determined based upon the allocation of amenity costs relative to the budgeted costs for that particular party.

EXHIBIT A

RiverTown
Development Program

Original Master Plan RiverTown (a)			Rivers Edge CDD			Rivers Edge II CDD			Rivers Edge III CDD			Total Rivers Edge	
	Total Planned Units	ERU per Unit	Total ERUs	No. of Units Planned	Planned Units to be Planned	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs
Single Family Residential: Front Footage													
30	56	0.62	34.72	23	0	23	14.26	172	106.84	0	0	195	120.9
40	154	0.74	113.96	57	154	211	156.14	0	0.00	987	730.38	1,198	886.52
45	0	0.74	0		338	338	250.12	407	301.18	0	0	745	551.3
50	521	0.87	453.27	184	39	223	194.01	0	0.00	556	483.72	779	677.73
55	0	0.87	0	0	256	256	222.72	359	312.33	0	0	615	535.03
60	1,092	1	1092	81	116	197	197.00	0	0.00	167	167	364	364
65	0	1	0	0	2	2	2.00	0	0.00	0	0	2	2
70	938	1.2	1125.6	103	102	205	246.00	75	90.00	59	70.8	339	406.8
80	452	1.33	601.16	21	57	78	103.74	41	54.53	19	25.27	138	183.54
90	232	1.47	341.04	0	0	0	0.00	0	0.00	0	0	0	0
100	166	1.66	275.56	0	0	0	0.00	0	0.00	0	0	0	0
Custom Lots	269	1.66	346.94	0	0	0	0.00	0	0.00	0	0	0	0
												0	0
Apartments	215	0.95	204.25	0	0	0	0.00	0	0.00	0	0	0	0
Condos	96	0.6	57.6	0	0	0	0.00	0	0.00	0	0	0	0
Townhomes	389	0.62	228.78	0	0	0	0.00	864	411.68	0	0	864	411.68
Villas	0	0.85	0	0	0	0	0.00	0	0	0	0	0	0
Total Residential:	4,500		4,875	469	1,064	1,533	1,385.99	1,718	1,276.36	1,788	1,477.17	5,039	4,139.52
Office	100,000	18/1,000	18										
Retail	300,000	25/1,000	75										
Commercial	100,000	10/1,000	10										
Churches	2	2/Church	4										
			4,982										

(a) Historical Reference

	Total ERUs	% ERUs
Rivers Edge CDD	1,385.99	33.48%
Rivers Edge II CDD	1,276.36	30.83%
Rivers Edge III CDD	1,477.17	35.68%
Total	4,139.52	100.00%

EXHIBIT B

Rivers Edge CDD I, II & III Cost Share of Landscaping/Irrigation
and Stormwater (a)
FY 2020 Budget

COSTS REDUCED BY 20% FROM CURRENT ESTIMATES

	FY 2020 Proposed Budget
Rivers Edge I:	
Landscaping Master	\$770,270
Additional Landscaping	\$955,440
Total	<u>\$1,725,710</u>
Rivers Edge II:	
Landscaping Master	\$129,289
Additional Landscaping	\$602,712
Total	<u>\$732,001</u>
Rivers Edge III:	
Landscaping Master	\$238,445
Additional Landscaping	\$747,036
Total	<u>\$985,481</u>
Total CDD 1,2,3	<u>\$3,443,191</u>

(a) Assumes establishment of Rivers Edge III- Mattamy of Jacksonville, LLC as responsible for Rivers Edge III cost share.

Allocation of Landscaping Costs REI, II & III

	Total ERUs	% ERUs	Cost Share RE, RE2 & 3	Amounts Due to/(From)
Rivers Edge CDD	1,385.99	33.48%	\$1,152,846	\$572,864
Rivers Edge 2 CDD	1,276.36	30.83%	\$1,061,657	-\$329,656
Rivers Edge 3 CDD	1,477.17	35.68%	\$1,228,688	-\$243,207
Total	<u>4,139.52</u>	<u>100.00%</u>	<u>\$3,443,191</u>	<u>\$0</u>

EXHIBIT C

Rivers Edge CDD I, I & III Cost Share of Amenities FY 2020 Budget
--

	FY 2020 Adopted Budget	
Rivers Edge :		
Amenity Center Budget - Riverhouse	\$785,302	
Special events - revenue	<u>-\$7,000</u>	To recognize revenues retained by CDD
	<u>\$778,302</u>	
Rivers Edge II:		
Total Field Operations- Budget	\$1,339,675	
Less Adjustments:		
Cost Share - landscaping	-\$471,820	To adjust for cost share
Cost Share - amenities	-\$13,847	To adjust for cost share
Landscape Maintenance	-\$156,295	To reduce allocation since these costs are included in cost share
landscape replacements	-\$500	To reduce allocation since these costs are included in cost share
Field Operations mgmt	-\$31,673	To reduce allocation since these costs are included in cost share
Café costs	-\$218,690	Adjust for costs to be borne solely by RE II
Special events - revenue	<u>-\$7,000</u>	To recognize revenues retained by CDD
Net Amenity Costs River Club	<u>\$439,850</u>	
Total Amenity Costs RE 1 & 2	<u>\$1,218,152</u>	
Rivers Edge III - Estimated Amenity Costs	\$300,000	
Total Amenity Costs RE,I & III	<u>\$1,518,152</u>	

Allocation of Current and Future Amenity Costs RE 1,2 & 3

	Total ERUs	% ERUs	Cost Share RE, RE2 & 3	Amounts Due (From) / To Cost Share RE, RE2 & 3
Rivers Edge CDD	1,385.99	33.48%	\$508,306	\$269,996
Rivers Edge 2 CDD	1,276.36	30.83%	\$468,100	-\$28,250
Rivers Edge 3 CDD	1,477.17	35.68%	\$541,746	-\$241,746
Total	<u>4,139.52</u>	<u>100.00%</u>	<u>\$1,518,152</u>	<u>\$0</u>

EIGHTH ORDER OF BUSINESS

A.

RIVERTOWN

Request for Funds

Date of request : 10/15/25

Submitted by: Kevin McKendree

Project: Painting of the RiverHouse Interior and Exterior

The RiverHouse's exterior and interiors are in need of repainting in order to maintain its appeal. The old paint is starting to peel off in areas that exceed a simple touch. Our quotes collected are to repaint the exterior of the rental side and attached cabana, pool/gym side, maintenance building and attached wall, grill cabana building, pergola over pool and slide tower with stairs included. Interior includes rental side main room including beams and all bathrooms, rental side grill cabana, gym including yoga room, office and bathrooms on pool side. All quotes included are 2 coats using Sherwin Williams Emerald Rain Refresh paint on the exterior and SW Emerald on the interior. This is a cost share item budgeted for FY26 as a Capital Expenditure. Please consider the options below.

Vendor	Total Estimate	FY26 Budgeted Amount	Variance
Investment Painting	\$98,984	\$ 90,680.00	\$ 8,304.00
	RE 1 Contribution	RE 2 Contribution	RE 3 Contribution
	\$35,139.32	\$29,180.48	\$34,664.20

Scope

Power wash Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower + Stairs

Caulk Gaps around windows, trim, where needed to seal drafts.

Spot Prime Rusty nails with rust reformer primer. Vinyl shutters in Cabana

Cover windows with tape and plastic.

Paint Exterior Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower and support beams

Patch Nail holes and drywall imperfections

Paint Interior Rental Side Main room and Kitchen including beams:: Bathrooms in Rental Side:: Cabana on Rental Side:: Gym including ceilings :: Yoga Room walls :: Off

Material

Caulk Sherwin Williams 950 (55)

Exterior Paint Sherwin Williams Emerald Rain Refresh (2 coats)

Exterior Doors Sherwin Williams Emerald Urethane Enamel Paint (2 coats)

Interior Walls, Trim and Doors Sherwin Williams Scuff Tuff Coating (2 coats)

Ceilings Sherwin Williams Super Paint (2 coats)

Warranty

Limited Lifetime manufacturers warranty against peeling, chipping, flaking paint. All labor under normal wear and tear for body and trim for 3 yrs

Notables

Excludes fascia painting of 2 main buildings as this was recently performed

Vendor	Total Estimate	FY26 Budgeted Amount	Variance
Pro Vision Painting	\$98,939	\$ 90,680.00	\$ 8,259.00
	RE 1 Contribution	RE 2 Contribution	RE 3 Contribution
	\$35,123.21	\$29,167.11	\$34,648.30

Scope

Power wash Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Cabana by Pool :: Pergola over Pool :: Slide Tower+Stairs

Caulk Open gaps and cracks in windows, doors, wall penetrations, siding joints, and transitions. Upgraded Shermax Caulk

Cover windows with tape and plastic.

Prime Concrete wall around pump room with SW Loxon Masonry Primer

Paint Exterior Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower+Stairs

Patch drywall holes and imperfections

Paint Interior Rental Side Main room and Kitchen including beams:: Bathrooms in Rental Side:: Cabana on Rental Side:: Gym including ceilings :: Yoga Room walls :: Off

Material

Caulk Sherwin Williams Shermax

Exterior Paint Sherwin Williams Emerald Rain Refresh (2 Coats)

Exterior Doors Sherwin Williams Emerald Rain Refresh (2 Coats)

Interior Walls Sherwin Williams Emerald (2 coats)

Interior Doors and Trim Sherwin Williams Emerald Urethane (2 coats)

Warranty

Limited Lifetime manufacturers warranty against peeling, chipping, flaking paint. 5 year guarantee on workmanship

Notables

Final Payment is due within 24 hours after completion date.

Excludes fascia painting of 2 main buildings as this was recently performed

Vendor	Total Estimate	FY26 Budgeted Amount	Variance
Five Star Painting	\$113,138	\$ 90,680.00	\$ 22,458.00
	RE 1 Contribution	RE 2 Contribution	RE 3 Contribution
	\$40,163.98	\$33,353.07	\$39,620.91

Scope

Power wash Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower + Stairs

Caulk Gaps and cracks to seal and protect against moisture

Spot Prime Bare wood and metal to seal and protect from moisture

Cover windows, brick and patios with tape and plastic to prevent overspray

Paint Exterior Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower+Stairs

Patch Nail holes and drywall imperfections

Paint Interior Rental Side Main room and Kitchen including beams:: Bathrooms in Rental Side:: Cabana on Rental Side:: Gym including ceilings :: Yoga Room walls :: Off

Material

Caulk Sherwin Williams 950 (55)

Exterior Paint Sherwin Williams Emerald Rain Refresh (2 coats)

Exterior Doors Sherwin Williams Emerald Rain Refresh (2 coats)

Interior Walls Sherwin Williams Emerald (2 coats)

Interior Doors and Trim Sherwin Williams Emerald Urethane (2 coats)

Warranty

2 years against peeling and blistering due to defective workmanship

Notables

Excludes fascia painting of 2 main buildings as this was recently performed

COST-SHARE STATUS COVER SHEET

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

Proposal: RiverHouse Facility Painting - Exterior & Interior

1. Is the cost for this work intended to be shared?

☒ Yes (Please proceed to question 2)

☐ No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

2. If yes, please check one of the following:

☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

☒ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge CDD



- Request: ☐ Supplemental maintenance services for existing Improvements (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)
- ☐ Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:

Riverhouse Facility painting for exterior & interior which include the RiverHouse, cabana, Gym building, maintenance

shed, fence wall, grill cabana by pool, pergola over pool, slide tower and stairs, yoga room, office, bathrooms

Total Proposed

Compensation: \$ _____

Cost Share

Calculation:

_____ Rivers Edge
_____ Rivers Edge II
_____ Rivers Edge III

Methodology

Consultant Approval:

(Signature)

(Date)

If requesting addition of new improvements:

Engineer

Approval:

(Signature)

(Date)

[Please attach this page for supplemental maintenance services for existing Improvements]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____



ESTIMATE	#14650
ESTIMATE DATE	Apr 8, 2025
EXPIRATION DATE	Dec 31, 2025
TOTAL	\$98,984.00

Investment Painting of North FL

Rivers edge cdd 1
475 West Town Place, 114
St. Augustine, FL 32092

(904) 607-1038
kmckendree@vestapropertyservices.com

CONTACT US
229 South Torwood Drive
Saint Johns, FL 32259

(904) 307-6649
Investmentpaintingfl@yahoo.com

Service completed by: Dustin MacPeek

ESTIMATE

Services	qty	unit price	amount
Commercial Exterior Painting Project - Estimate Exterior of Gym building, Exterior of Rental Building and Cabana attached to Rental building , Exterior of Pool Pavillion, Pergola Over Pool, Pergola between rental and cabana, Office Pressure wash Exterior of Buildings Hardie Board, trim and doors Caulk gaps in trim and around doors where needed with (55) yr caulking 950a from Sherwin Apply rust inhibiting primer to rust spots and nails on all infrastructure that is being painted Repaint all hardie board same color body (2) coats, wood ceilings, Trellis, corbels, Dormers, trim, shutters and doors with top of the line Sherwin Williams Emerald Rain Refresh self cleaning paint that will keep things looking cleaner longer. This coating has a lifetime manufacturer warranty against peeling, chipping flaking paint and is dirt and mildew resistant. IPNF warranties any labor defects that are not caused by abnormal wear and tear and not from natural disasters against defects for (3) years from date of commencement Excludes exterior of Fascia on both buildings	1.0	\$76,860.00	\$76,860.00
Commercial Interior painting Services - Estimate (Yoga Room) Patch nail holes where needed and drywall imperfections Repaint walls with Sherwin Williams Scuff Tuff coating for extra durability and scuff resistance. Repaint all trim and doors with Sherwin Williams scuff tuff coating. Price includes labor materials.	1.0	\$1,695.00	\$1,695.00
Commercial Interior painting Services - Estimate (Gym Room) Patch holes in drywall and repair drywall nail pops. Repaint all ceilings with Sherwin Williams Super Paint which is dirt and mildew resistant. Repaint walls, trim and Interior Doors with Sherwin Williams scuff tuff coating Price includes labor materials	1.0	\$2,965.00	\$2,965.00
Commercial Painting Interior for Rental Room and Interior of Cabana Room Patch holes in walls where needed. Repaint all walls, trim and interior doors with Sherwin Williams scuff tuff coating. Repair seams on white joist Beams and Repaint Beams Repaint walls, trim and doors with Sherwin Williams Emerald Exterior Paint. Prime and paint vinyl shutters.	1.0	\$7,535.00	\$7,535.00

Price includes labor materials

Excludes wooden Ceiling

Maint Shed and Fence	1.0	\$2,860.00	\$2,860.00
Pressure wash Shed, garage doors and fence and Repaint Shed walls, trim garage doors, doors, gates and fence with Sherwin Williams Emerald Rain Refresh.			

Price includes labor materials

Interior painting of Gym Side Restrooms	1.0	\$2,980.00	\$2,980.00
Prep and Paint gym side restrooms walls (2) coats and ceiling with Sherwin Williams ScuffTuff coating which is durable and molded resistant.			

Price includes labor and materials

Exterior painting Water Slide Tower Wood Interior and Exterior, Metal Support Beam Infrastructure (Black Metal Beams Inside tower and Spiral Staircase	1.0	\$4,089.00	\$4,089.00
--	-----	------------	------------

Pressure wash tower, apply rust refoming prime to rust areas. Repaint wood with Sherwin Williams Top of the line Emerald Rain Refresh coating.

Prep and paint metal infrastructure with Macropoxy 646 fast cure coating which is a 2 part system that is chemical resistant, and is made specifically to protect steel

Repaint Metal Staircase with Sherwin Williams pro industrial sherloxane 800 industrial coating which is a 2 part epoxy urethane coating that will handle the wear and tear.

Price includes labor and materials

Services subtotal: \$98,984.00

Subtotal	\$98,984.00
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Total	\$98,984.00
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We will match or beat a written formal estimate from a reputable, licensed and insured company with proof of estimate!

To accept our estimate and schedule a start date please simply press the accept button on the email you received! You will than receive an invoice for your deposit of \$500.00 for each service/job for approved services that you have agreed to. At that time you will receive a TENTATIVE START WEEK for your approved job. For larger residential jobs, deposits may be subjected to a higher deposit. This pertains to residential clients only. All commercial clients please see our terms and conditions regarding deposits amounts and procedures. These terms and conditions are subject to change at any time. Please see our terms and Conditions for Agreements, Payment Schedules, Scheduling, Cancellation policies and more.

Like us on Facebook! Write us a review on Facebook, Nextdoor & Our Website!

Thank you for your Business!

Deposit: \$24,734.66

Download Proposal

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☐ Reviews

Insurance

Warranty

W-9 Information

Misc Document



Pro-Vision Painting

6900 Philips Hwy Suite 1, Jacksonville,
FL 32216
(904) 528-1471

Proposal

PENDING

Contact	Job Address	Proposal #	Date
Kevin Mckendree 156 Landing St, Jacksonville, FL 32259 Kmckendree@vestapropertyservices.com (904) 607-1038	156 Landing St, Jacksonville, FL, 32259	2092884	9/24/2025

Item	\$
Rental Side Exterior	\$14,728.14
Item	
Exterior Door	
Door Painting Sherwin Williams Emerald Rain Refresh + Sher.	
Soffit	
Soffit & Fascia Paint Sherwin Williams Emerald Rain Refresh + Sher.	
Note: SherMax Sherwin Williams Caulking to Fill all Gaps and Cracks	
Door	
Trim Painting Sherwin Williams Emerald Rain Refresh + Sher.	
PVP Level of Prep	
Prep Prep Supplies	
Siding	
Siding Paint Sherwin Williams Emerald Rain Refresh + Sher.	
Note: SherMax Sherwin Williams Caulking to Fill all Gaps and Cracks	
Eco Friendly Pressure Wash	
Power Washing TSP	

Column

Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Cabana Exterior\$2,610.96

Item

Soffit & Fascia

Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Exterior Door

Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep

Prep
Prep Supplies

Siding

Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Eco Friendly Pressure Wash

Power Washing
TSP

Pool Side Exterior\$17,000.29

Item

Soffit & Fascia

Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Exterior Door

Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Siding

Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Note: SherMax Sherwin Williams Caulking to Fill all Gaps and Cracks

Eco Friendly Pressure Wash

Power Washing
TSP

PVP Level of Prep

Prep
Prep Supplies

Column

Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Maintenance Shed Exterior\$5,691.65

Item

Garage Door - 1 Car
Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Soffit & Fascia
Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Garage Door Frame
Trim Painting
Sherwin Williams Latitude Exterior + 950A

Siding
Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep
Prep
Prep Supplies

Eco Friendly Pressure Wash
Power Washing
TSP

Masonry Primer Coat
Primer
SW Loxon Masonry Primer

Exterior Door
Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Grill Cabana\$2,732.88

Item

Column
Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep
Prep
Prep Supplies

Eco Friendly Pressure Wash
Power Washing
TSP

Patio Ceiling
Covered Patio Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Pergola Over Pool \$1,885.30

Item

PVP Level of Prep
Prep
Prep Supplies

Pargola
Covered Patio Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Eco Friendly Pressure Wash
Power Washing
TSP

Column
Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Slide Tower \$8,295.82

Item

Soffit & Fascia
Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Siding
Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep
Prep
Prep Supplies

Column
Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Patio Ceiling
Covered Patio Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Eco Friendly Pressure Wash
Power Washing
TSP

Railing w/ Spindles (Stairs)
Trim Painting
Sherwin Williams Emerald Urethane

Rental Side Interior

\$26,594.47

Item

Interior Door - 1 Side

Interior Doors

Sherwin Williams Emerald Urethane

Baseboards

Trim

Sherwin Williams Emerald Urethane

Ceiling Trays

Ceiling

Sherwin Williams ProMar 200

Men’s Bathroom

Closets

Sherwin-Williams Emerald Interior + SherMax

Women’s Bathroom

Closets

Sherwin-Williams Emerald Interior + SherMax

Handicap Restroom

Closets

Sherwin-Williams Emerald Interior + SherMax

Walls

Walls

Sherwin-Williams Emerald Interior + SherMax

PVP Level of Prep

Prep

Prep Supplies

Window Casing

Trim

Sherwin Williams Emerald Urethane

Pool Side Interior

\$14,848.27

Item

Interior Door - 1 Side

Interior Doors

Sherwin Williams Emerald Urethane

Baseboards

Trim

Sherwin Williams Emerald Urethane

Ceiling & Trays (Gym)

Ceiling

Sherwin Williams ProMar 200

Note: No Yoga room Ceilings

Office
Closets
Sherwin-Williams Emerald Interior + SherMax

Women’s Bathroom
Closets
Sherwin-Williams Emerald Interior + SherMax

Handicap Restroom
Closets
Sherwin-Williams Emerald Interior + SherMax

Walls
Walls
Sherwin-Williams Emerald Interior + SherMax

PVP Level of Prep
Prep
Prep Supplies

Cabana Interior \$1,850.84

Item

Interior Door - 1 Side
Interior Doors
Sherwin Williams Emerald Urethane

Textured Ceilings
Ceiling
Sherwin Williams ProMar 200

Baseboards
Trim
Sherwin Williams Emerald Urethane

Walls
Walls
Sherwin-Williams Emerald Interior + SherMax

PVP Level of Prep
Prep
Prep Supplies

Lift Rental \$2,700.00

Boom Lift Rental

Subtotal \$98,938.62

		Tax	\$0.00
		Total	\$98,938.62

Deposit Required		\$24,734.66
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Media



Proposal Image



Proposal Image



Proposal Image



Proposal Image



Proposal Image



Proposal Image



Proposal Image



Proposal Image







Terms and Conditions

We propose to furnish all materials and labor to complete the work as specified in the above scope of work.

1. **Material and Workmanship**

All materials will be as specified, and all work will be performed in a substantial and workmanlike manner, following the submitted specifications and standard industry practices.

2. **Alterations and Deviations**

Any alterations or deviations from the provided specifications that result in additional costs will only be undertaken upon receipt of a written order. Such changes will be charged as an extra cost, separate from the original estimate.

3. **Industry Standards**

All industry standards as noted by the PCA (Painting Contractors Association) are included in this agreement.

4. **Contract Validity**

This contract is valid for 30 days. Proposals accepted after this period are subject to change.

5. **Legal Enforcement**

If either party initiates legal action to enforce their rights under this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and litigation costs, as determined by a court of competent jurisdiction.

6. **Right to Cancel**

Clients have the right to cancel this agreement within three (3) days of signing without losing their deposit.

7. **Final Walkthrough and Payment**

- Customers must be present for the final walkthrough upon completion of the

painting job to ensure the work meets agreed-upon standards and to provide immediate feedback or request adjustments if necessary.

- Payment is required within 24 hours of job completion, regardless of walkthrough attendance.
- If payment is not received within the specified 24-hour period, a late fee of \$100.00 per day will be applied to the remaining balance.

By signing this contract, you acknowledge and agree to the terms and conditions outlined above.

FIVE STAR[®] PAINTING

a **neighbourly**[®] company

Capability Statement

Company Overview



Five Star Painting of St. Johns County is a **locally owned**, fully licensed and insured painting contractor serving Northeast Florida. We specialize in **high-quality commercial and residential** painting services, delivering exceptional results through trusted industry experts, strong project management, and a reputation for professionalism. Our brand is backed by the Neighborly[®] network, giving our clients peace of mind and national-level reliability with a local commitment. ***We perform on time and on budget with a 2-year warranty.***

- ❑ Owner: Matt Marsh
- ❑ (904) 640-8263
- ❑ matt.marsh@fivestarpainting.com
- ❑ fivestarpainting.com/saint-johns-county
- ❑ Service Area: All of Northeast Florida (extending further to Southeastern United States)
- ❑ EIN: 33-4109256
- ❑ NIGP/NAICS: 914-61 / 238320

What sets us apart?

- **Locally Owned, Nationally Backed:** Trusted service provider, with strong local accountability.
- **Owner-operated:** Matt is involved in every project, every step of the way
- **Scalable Workforce:** We manage licensed and vetted painting crews—no overhead labor gaps or delays.
- **Professional Project Management:** Clear communication, dependable timelines, and jobsite supervision.
- **Commercial Focus:** Proven experience with builders, property managers, and institutional clients across Northeast Florida.
- **Licensed & Insured:** General liability and workers comp coverage; OSHA-aware crews.
- **Flawless reputation:** Check us out on Google

Core Competencies

- Interior & exterior painting (commercial, multi-unit, residential)
- New construction & tenant improvement painting
- Repaints and surface restoration
- Stucco, concrete, drywall repair and prep
- HOA, retail, hospitality, and healthcare environments
- Clean, compliant, and safety-conscious crews

Our Process

1. Gather intel on the project
2. Provide a detailed quote
3. Initial walkthrough with client if necessary
4. Prep, paint, clean up
5. Final walkthrough and payment
6. **DONE**

We understand what's important to you: painters getting the job done efficiently, at a reasonable price, with minimal hiccups. That is why we follow our process that makes sure we stay out of your way and do our part to the best of our ability. We get in, provide the best painting services in NE Florida, and get out. On to the next project.

Recent Project: Seaton Creek by Lennar (Amenity Center)



Full interior and exterior paint on new construction



Recent Project: Checkmate Coatings



Full exterior repaint

High-Speed Recap:

01	Locally Owned, Nationally Backed	• Full-time owner involvement • Trusted reputation and resources from national brand
02	On Time, On Budget	• We always show up on time • We always finish on time • Once we agree on price, we don't increase it
03	Fully Insured	• General liability • Workers' compensation • Commercial automobile liability
04	Honest and Trustworthy	• We complete what we say we will complete • 2-year service warranty • We take small deposits to prove our commitment and earn trust
05	Five Star Reputation	• We put our money where our mouth is.

Customer Quote

Locally Owned and Independently Operated. FL Contractor Number - ST-9820 / ST-9819

Kevin McKendree
kmckendree@vestapropertyservices.com
(904) 607-1038

Billing: 156 Landing Street
Saint Johns, FL 32259

Service: 156 Landing Street
Saint Johns, FL 32259

Customer Notes: Customer would like a full repaint of the amenity centers located on Landing Street. This quote is for the exterior aspects of the project. The customer has chosen Sherwin Williams Emerald Rain Refresh for all applicable painted surfaces, with two coats.

All prep, labor, and materials are included in this quote.

Not Included:

- Fascia on the main buildings (it was just painted prior to the lights installation)
- Horizontal walkway surfaces (brick patios, floors, etc.)
- Metal fencing (to be handled by internal staff team)

Details

- A Five Star representative will conduct a thorough walk-around with the customer to ensure nothing is missed.
- All invoices will be due at intervals agreed upon prior to job start. Failure to pay by the designated time may result in legal action.
- Should the scope of work change, a new estimate or a change order will be issued.
- Customer is responsible for trimming all bushes/trees and moving any items away from paintable areas. If Five Star needs to trim or move items, additional fees may apply.
- Five Star team to clean up daily, and a thorough clean up at job completion.
- Estimate includes all labor, paint and materials as outlined.
- Final colors, sheens and materials to be determined prior to start based on customer preference and availability. The customer is responsible for selecting colors. Should the customer decide that the color they selected is not to their liking and they would like for an area to be repainted, a change order will be issued to cover the repaint costs.

Power Washing: Remove dirt, mildew, cobwebs and other debris to allow for proper paint adhesion and expose areas needed for scraping.

Sanding: Sand specified areas to de-gloss surface, to allow for proper adhesion, and/or minimize rough edges due to scraping.

Caulking: Caulk all gaps and cracks to seal and protect against moisture.

Priming: Spot-prime bare wood and metal to seal and protect from moisture.

Masking: Mask and cover areas (such as windows, brick, patios) to prevent overspray.

Masking: Mask and cover areas (such as windows, brick, patios) to prevent overspray.

156 Parking Lot Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Inner Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Patio Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Road Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Porch Ceiling

Paint: Exterior Color 2 (ERR) TBD (2 Coats)

156 Open Air Patio Building

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Parking Lot Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Inner Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Courts Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Pool Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Porch Ceiling

Paint: Exterior Color 2 (ERR) TBD (2 Coats)

Maintenance Shed

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Includes both sides of extension wall

Pool Ceilings

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Covered patio and covered slidehouse

Slide House

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Includes painting the inside and outside as well as the spiral staircase

156 Overhang

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Includes patio building

140 Overhang

Paint: Exterior Color 2 (ERR) TBD (2 Coats)

156 Windows

Count: 62 Wood Frame Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 Windows

Count: 64 Wood Frame Paint: Exterior Color 3 (ERR) TBD (2 Coats)

156 Doors

Doors > Count: 23 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

156 Feaux Shutters

Shutters > Count: 5 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

156 Jambs

Jambs > Count: 23 Paint: Exterior Color 3 (ERR) TBD (2 Coats)

156 Columns

Columns > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

156 White Trim

Misc. Trim > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

Includes pergola

Misc. Trim > Paint: Exterior Color 5 (ERR) TBD TBD (2 Coats)

Shed Doors

Double Garage Doors + Trim > Count: 2 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

140 Doors

Doors > Count: 11 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

140 Jambs

Jambs > Count: 13 Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 Feaux Shutters

Shutters > Count: 12 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

140 Columns

Columns > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 White Trim

Misc. Trim > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 Brown Trim

Misc. Trim > Paint: Exterior Color 5 (ERR) TBD TBD (2 Coats)

Pool Area Columns

Columns > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

Blue Pergola

Misc. Trim > Paint: Exterior Color 5 (ERR) TBD TBD (2 Coats)

Total

Subtotal: \$68,263.47

Total: \$68,263.47

Payment: \$0.00

Balance Due: \$68,263.47

1. Subcontractors. Contractor at his discretion may delegate any portion of the work by Subcontractor with responsible Subcontractors, but such delegation shall not relieve Contractor of full responsibility for the work. Any corresponding subcontract shall require the Subcontractor to be bound to the full terms of this Contract to the extent of his work, and it shall allow the Subcontractor the benefit of the same rights and remedies afforded the Contractor by this Contract.
2. Work Involved. All work will be performed, in a workmanlike fashion according to the plans and specifications identified.
3. Time of Commencement and Substantial Completion. The work shall be convened and, subject to adjustments, substantially completed within the time limits given above but Contractor shall not be penalized for Acts of God , strikes, shortages of critical materials, and other delays beyond his control. Upon notice by the Contractor of substantial completion of the Project the owner.s representative shall tour the project with the contractor and provide contractor with a .Punch List. by which the contractor can fully complete his work. Items not included in this Punch List shall be treated as Warranty Work more Fully discussed below.
4. Warranty Work. Contractor warrants to owner that all materials incorporated into the project will be new unless otherwise specified, and further warrants, all materials and workmanship for the warranty work, which is not part of a subsidiary warranty from a materialman or subcontractor, will be done at full cost to owner.
5. Initial Payment. The initial payment shall be paid by Owner to Contractor prior to commencement or work and shall be used for acquisition of materials and site setup. Contractor shall practically credit owner for such initial payment in each application for payment in the amount shown, until the initial payment is fully credited.
6. Progress Payments. The Owner shall make the monthly progress payments less the given retention to Contractor for all unpaid work completed through the given day of each month based upon an Application for Payment submitted by Contractor. Such progress payments shall be made within given number of days or the receipt of such Application. If for any reason, any such progress payment is not received in full within such time, Contractor shall have the right to cease work immediately sending written notice to Owner and to initiate any applicable legal proceedings to collect the amount due together with interest at 10% per annum.
7. Final Payment. All amounts held in retention together with any other unpaid portion of the contract or change orders shall be paid to the Contractor within the given number of days Contractor.s notification to Owner that the work is complete.
8. Effect of Final Payment. The making of the final payment shall constitute waiver of all claims by Owner except those arising from unsettled liens, from failure of work, to comply with requirements of Contractor documents, or from faulty or defective work appearing after standard completion or identified in the final punch list. In like manner, acceptance of final payment by Contractor constitutes a waiver of all claims not previously made to Owner in writing or identified as unsettled in the application for the final payment.
9. Conditions to Progress and Final Payments. Neither progress nor final payments from Owner to Contractor are conditioned upon receipt by Owner of corresponding draws from Owner.s Lender. Owner may condition any progress or final payments to Contractor upon receipt from Contractor or appropriate lien waivers themselves conditioned upon receipt of the monies applied for.
10. Surveys, Legal Descriptions and Easements. Owner shall furnish all surveys and legal descriptions of the project, and Owner shall secure and pay for all necessary approvals, easements and changes require for use of occupancy of the project.
11. Professional Fees. Owner shall pay for all real estate fees, financing charges, accounting fees, legal fees, design fees, and engineering fees involve din the acquisition and development of land underplaying the project as well as the construction of the project itself.
12. Liability and Property Insurance. Owner shall purchase and maintain both liability insurance for his own liability, and property insurance for the entire project; this property insurance shall include .all risk. coverage for theft and vandalism as well as the standard casualty coverage for fire and flood.
13. Supervision, Safety and Insurance. Contractor shall be responsible for all supervision and coordination of the work and for all responsible precautions needed to carry out such work in a manner safe for both the project and all person involved therein. Contractor shall secure and maintain all liability and Workmen.s Compensation Insurance necessary for the work or himself and his subcontractors . If this Contract is performed as .cost plus. Contract all such supervision and insurance costs will be treated as job costs.
14. Administrative and Job Overhead Items. The following administrative and job overhead items are to be absorbed by the Contractor in the fixed fee contract and to be treated as job costs in a cost-plus contract. Office overhead directly related to the project project schedules and project record documents, job storage and protection of job materials, as well as maintenance, replacement and rental or tools and equipment.
15. Construction Permits and Sales Taxes. Contractor shall comply with all laws, ordinances and regulations effecting construction of the project and shall secure any pay for all necessary building and construction permits and shall pay all sales taxes arising from the construction of the project. If this Contract is performed as .cost plus. contract in lien of a fixed fee contract all such taxes and fees shall be treated as part of the job costs.
16. Legal Remedies. This Contract shall be governed by the laws of the State of Utah and all applicable case law. All of the remedies available under those laws shall be available to the parties of the Contract. At the option of either party any dispute arising hereunder may be submitted to arbitration. The prevailing party in any dispute arising shall be awarded attorney.s fees , arbitration and court costs, as the court deems fair.
17. Assignment. This Contract may not be assigned by either party without the other party.s written consent.
18. Modifications. All modifications to this Contract shall be in writing by change orders, purchase orders or similar documents signed by agents of both Owner and Contractor.
19. Notice of Completion. Should Owner for any reason record a Notice of Completion that operates to shorten the lien period he shall immediately notify Contractor of the Notice, and deliver a copy of that Notice to Contractor.
20. Acceptance. This Contract shall be executed in duplicate. Owner and Contractor shall each retain one of the original duplicates. This Contract is complete and binding when properly executed as indicated above.
21. This proposal is to be included in any contract of this work stated herein and become part of that contract.

Instructions: contractor completes and executes three copies and delivers two to Owner. Owner accepts proposal by executing and returning one copy to contract before proposal termination date.

Contractor Signature

Title

Date

\$68263.47

Authorization to Start Work (Owner)

Title

Date

Contract Total

Work Completed to My Satisfaction (Owner)

Title

Date

Customer Focused, Quality Driven™
Visit [FiveStarPainting.com/warranty](https://www.fivestarpainting.com/warranty) for details on our 2-year warranty.

Customer Quote

Locally Owned and Independently Operated. FL Contractor Number - ST-9820 / ST-9819

Kevin McKendree
 kmckendree@vestapropertyservices.com
 (904) 607-1038

Billing: 156 Landing Street
 Saint Johns, FL 32259

Service: 156 Landing Street
 Saint Johns, FL 32259

Customer Notes: Customer would like a full interior repaint of the amenity centers located at 156 and 140 Landing Street. The product to be used is Sherwin Williams Emerald. The highest quality paint at two coats to achieve superior results.

Details

• OUR PROCESS

ACCEPTANCE: Before the work begins, a Five Star Painting Production Manager will call to confirm project details.

START DAY: A Five Star representative will always do a thorough walk around with the customer, before the job starts, to ensure everyone has the same understanding. E.g. Colors, wall to be painted, timeframes, etc. During that initial walk-through, we will finalize the project scope to ensure a mutual understanding and the customer's expectations (e.g., anticipated repairs, completed finishes, time frames, etc). Additionally, the Production Manager will note all existing damage (e.g. damaged walls, texture issues, scratches and damage to wood floors, over-paint on ceilings, existing paint spills, etc) to avoid misunderstandings at the end of the project.

PREPARATION: We will remove all switch plates, outlet covers, and other items from walls and surfaces that will be painted. All floors and customer furniture/belongings will be covered with paper/plastic as needed. We fill small holes, as needed and patch walls as agreed. We ask that the customer move all personal belongings and electronics off of and away from the walls. We will assist with larger items if needed. While we will take precautions with items as we move them, we are not responsible for damaged flooring or broken items if we are required to move furniture or appliances in order to access the surfaces to be painted.

PAINTING: Unless specified otherwise, Five Star Painting crew will roll and brush cut using selected paint on all surfaces that will be painted.

FINAL CLEANUP: Five Star Painting crew will clean up daily and a thorough clean up at job completion.

PAYMENT: Near the end of the job, the Production Manager will conduct a final inspection and acceptance walk-around with the customer and Crew Foreman to ensure a high-quality result and customer satisfaction. Final payment is expected when job is accepted as complete.

- We ask that no other contractors be on site during the painting process. Should we need to work with other contractors, we will need to know in advance to ensure no delays in work for any party occur.
- Five Star will always ask the customer where we can clean out our gear, we will never assume we can use a specific sink or area. Our gear will always be stored in an approved area and will be covered with a drop cloth at the end of the day.
- Final colors, sheens and materials to be determined prior to start based on customer preference and availability. The customer is responsible for selecting colors. Should the customer decide that the color they selected is not to their liking and they would like for an area to be repainted, a change order will be issued to cover the repaint costs.
- A Five Star representative will conduct a thorough walk-around with the customer to ensure nothing is missed. Final payment is due at completion of the job and once the walk through has been done. Payment may be made by check, cash or credit card (if over \$2500). Financing is also available for projects greater than \$4000 but must be secured prior to the job starting. If interested in financing, please ask your point of contact for more information.
- Should the scope of work change, a new estimate or a change order will be issued.

156 Main Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 20.00 Doors (2 Coats), 20.00 Jambs (2 Coats), 64.00 Windows (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Notes: Includes aesthetic trim all over room

156 Kitchen

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: Baseboards (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

156 Mens Restroom

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

156 Womens Restroom

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

140 Weight Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), 50.00 Windows (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

Notes: Includes aesthetic trim all over room

140 Yoga Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), 32.00 Windows (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

140 Bathroom Next to Yoga Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 6.00 Doors (2 Coats), 6.00 Jambs (2 Coats), 32.00 Windows (2 Coats), Baseboards (2 Coats)
 Interior Color 2 TBD: Ceiling (2 Coats)

Notes: - Includes aesthetic trim all over room
 - Ceiling = drywall in between drop tiles

140 Office

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 1.00 Doors (2 Coats), 1.00 Jambs (2 Coats), 4.00 Windows (2 Coats), Baseboards (2 Coats)
 Interior Color 2 TBD: Ceiling (2 Coats)

140 Mens Restroom w>Showers

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 1.00 Doors (2 Coats), 1.00 Jambs (2 Coats), 4.00 Windows (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

140 Womens Restroom w>Showers

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 1.00 Doors (2 Coats), 1.00 Jambs (2 Coats), 4.00 Windows (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

156 Open Air Amenity Room

Exterior TBD TBD: Walls (2 Coats)
 Trim Enamel TBD TBD: 4.00 Doors (2 Coats), 4.00 Jambs (2 Coats), 16.00 Windows (2 Coats), Baseboards (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

Notes: Includes aesthetic trim around room

Scaffolding rentals for tall ceilings

Qty: 1, Unit:

Total

Subtotal: \$44,874.79

Total: \$44,874.79

Payment: \$0.00

Balance Due: \$44,874.79

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum stated above. Any alteration or deviation from the specification involving extra costs will become an extra charge over and above the quote. All accounts are due and payable upon completion of work as described above. In the event suit is brought, the prevailing party shall recover its attorney fees and costs. Finance charge of 1.5% per month will be applied on all past due accounts. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal may be withdrawn if not accepted within 15 days.

I hereby grant Five Star Painting permission to use my, and my property's, likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the Five Star Painting and will not be returned. I hereby hold harmless, release, and forever discharge the Five Star Painting from all claims, demands, and causes of action.

I agree to the payment terms and contract stated above:

Authorization to begin work (Client): _____

Work Completed to satisfaction (Client): _____

Contractor Signature: _____ Date: _____

Customer Focused, Quality Driven™
Visit FiveStarPainting.com/warranty for details on our 2-year warranty.



Consumer Guide & Warranty Information

Why Choose Five Star Painting®?

Customer Focused

We respect your schedule by showing up on time, we respect your budget by giving you an up-front quote, and we respect your home by cleaning up after ourselves each day.

Experience

Five Star Painting has painted thousands of homes and businesses over the years. You can feel confident knowing that we have more industry knowledge than the majority of our competitors.

Attention to Detail

We assign a Project Manager to every job to ensure efficient communication between you and our paint crews. Before the job is complete and the final invoice is paid, your Project Manager will perform a Five-Star walkthrough to inspect your project for any last-minute touch-ups.

Licensed and Insured

We comply with all local laws to ensure we provide our customers with the best service around, and we carry workers compensation insurance in the unfortunate case of an accident.

Locally Owned and Operated

You can feel good knowing that when you hire Five Star Painting for your home improvement project, you are supporting a business owner within your local community.

Neighborly®

Five Star Painting is proud to be part of Neighborly, a community of home service experts. From plumbers to painters and everything in between. Visit Neighborly.com to get advice, quickly find a local pro, see past service history, schedule maintenance reminders and more!

2 Year Warranty

To provide peace of mind, Five Star Painting offers a 2 year warranty to our residential and commercial clients.

Qualifications

- Pay Five Star Painting in full at the time of job completion or as otherwise arranged.
- Complete the Customer Satisfaction Survey (email).
- Retain the contract of work.

Inclusions

- Workmanship issues, including:
 - Peeling or blistering
 - Poor coverage
 - Runs and paint drips
- Work provided within the original estimate.

If these conditions are met, Five Star Painting will perform repairs without a labor charge for the original customer (warranty is non-transferrable).

Exclusions

- Horizontal surfaces
- Paint supplied by the customer
- Galvanized metal
- Mildew caused by moisture accumulation
- Rotten wood, rust or disintegrating metals

Additional exclusions apply. For complete details, visit FiveStarPainting.com/warranty.

904.650.2096

FiveStarPainting.com

Independently Owned and Operated Franchise | ST-9820 / ST-9819

B.

COST-SHARE STATUS COVER SHEET

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

Proposal: Holiday Lighting Decorations

1. Is the cost for this work intended to be shared?

☒ Yes (Please proceed to question 2)

☐ No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

2. If yes, please check one of the following:

☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

☒ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge CDD



- Request: ☐ Supplemental maintenance services for existing Improvements (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)
- ☐ Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:

Holiday lighting decorations for the community which include Christmas tree & lighting, Watersong entrance, River

Club oak tree lighting(8), Wreaths and garland - 3 facilities, Garland - entrances, Bridge pillar wreaths

Total Proposed
Compensation:

\$ _____

Cost Share
Calculation:

_____ Rivers Edge
_____ Rivers Edge II
_____ Rivers Edge III

Methodology
Consultant Approval:

(Signature)

(Date)

If requesting addition of new improvements:

Engineer
Approval:

(Signature)

(Date)

[Please attach this page for supplemental maintenance services for existing Improvements]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

Rivertown Holiday Lighting 2025

CDD 1 – River house Amenity Center & Surrounding Areas

1. Main Building: Lights on all sides except palm court patio
2. Pool Entrance Side: Lights on center and parking lot side
3. Décor: 1 – pre-lit 48” wreath and 2 - pre-lit 36” wreaths on front facing SR13
4. Entrance on SR13 & Rivertown Blvd: 2 - pre-lit 9’x14” garland on monument sign
5. Towers in Homestead: 4 - 36” pre-lit wreaths on all towers
6. Towers on Main Street Bridge: 4 - 36” pre-lit wreaths on all towers
7. Rivertown Main & Longleaf: 1 - 48” pre-lit wreath on tower, 9 - 9’x14” pre-lit garland on waterfall walls, 2- 9’x14” pre-lit garland on iron walls in front of Welcome Center
8. Total Wreaths: 12 (2 – 48” wreaths and 10 – 36” wreaths)
9. Total Garland Locations: 15 - pre-lit 9’x14”



CDD 2 – River Club Amenity Center

1. Parking Lot Side Front roof line and High Center Peak and two dormers: Lights only
2. Décor: 1- 48" pre-lit wreath on peak, 2 - 36" pre-lit wreaths on front windows
3. Monument Signs into River Club 4 - 36" pre-lit wreaths and 6 - 9'x14" garland
4. Rafter Tail Neighborhood: 2 - 36" pre-lit wreaths and 2- 9'x14" garland
5. Watersong Monument: 2 - 48" pre-lit wreath on both sides of white brick columns, lights on monument all around, staked lights around garden bed, and holly trees wrapped with lights
6. Keystone Corners & Longleaf: 2 - 48" pre-lit wreaths on both towers, total 6 - 9'x14" pre-lit garland 3 on each sign across Rivertown sign on both.

Total Wreaths: 5 - 48" pre-lit wreaths and 6 - 36" pre-lit wreaths, Total wreaths = 11

Total Garland: 10 - pre-lit 9'x14"



CDD 3 – River Lodge Amenity Center

1. Lights on all three buildings facing the street
2. Lights on entry area
3. 1 – pre-lit 36" wreath and 1 – 9'x14" pre-lit garland on monument sign
4. Towers leading to River Lodge: 4 36" pre-lit wreath on each tower
5. Towers by Cove neighborhood: 4 – 36" pre-lit wreath on each tower
6. Monument at SR13 & Hallows Cove: TBD
7. Total Wreaths: 9 - 36" pre-lit wreaths
8. Total Garland: 4 - pre-lit 9'x14" garland



Rivertown Holiday Lighting – 2025 Pricing Summary

Commercial 15" Socket wire Spacing with C9 Warm White bulbs

CDD 1: 1475' x \$5.50 = \$7,743.75

CDD 2: 850' x \$5.50 = \$4,675.00

Wrap Holly trees and Stake lights around garden bed = \$975.00

CDD 3: 800' x \$5.50 = \$4,400

Totals Cost of lights = \$17,793.75

Wreaths

CDD 1: 2 - 48" pre-lit wreaths x \$225.00 = \$450 and 10 - 36" x \$139 = \$1,390, Total wreath cost = \$1,840.00

CDD 2: 5 - 48" pre-lit wreaths x \$225.00 = \$1,125 and 6 - 36" x \$139 = \$834, Total wreath cost = \$1,959.00

CDD 3: 9 - pre-lit wreaths 36" x \$139 = \$1,251.00

Total Wreaths Cost: \$5,050.00

Garland

CDD 1: 15 - pre-lit 9'x14" garland x \$119.00 = \$1,785.00

CDD 2: 10 - pre-lit 9'x14" garland x \$119.00 = \$1,190.00

CDD 3: 4 - pre-lit 9'x14" garland x \$119.00 = \$476.00

Total Garland Cost: \$3,451.00

Holiday season 2025's for RiverTown Community - **Total: \$26,294.75**

Add-Ons

Christmas tree light strands, ornaments & bows,

Topper, boom rental, labor, supplies **\$ 3,930.00**

Grand Total: \$30,224.35

RIVERTOWN HOLIDAY EXPERTS



Rivertown Community Display 2025 Holiday Lighting Proposal Expires 10/18/2025



RiverTown Community (Billing)

140 Landing Dr

Saint Johns, FL 32259

kfatuch@vestapropertyservice.com

[\(904\) 679-5523](tel:(904)679-5523)

Twinkle Nights

admin@twinklenights.com

[\(844\) 820-4613](tel:(844)820-4613)

Site #1 (Site)

140 Landing Dr

Saint Johns, FL 32259

Features

☐ CDD 1

CDD 1 Features and Options Listed Below

☒ Amenity Center Wreaths

Riverhouse Amenity Center-(4) 24" warm white It wreaths with red bows in upper windows and (1) 48" lit wreath on center window attached with permanent hardware.

1YR	3YR
\$1,005.00	\$945.00

☐ Monument Sign/Wall Option #1

Please choose which wall option you would like by checking the box of the feature item you'd prefer: Entrance on SR13 and Rivertown Blvd Option #1 = Premium 18" Thick Lit Garland on the monument wall center, right, and left sides straight across top of wall. Power taped across road with high-bond tape if power outlets not available to both sides. Plus (3) UV resistant 12" bows on each section.

1YR	3YR
\$4,925.00	\$4,468.00

☐ **Monument Sign/Wall Option #2**

Please choose which wall option you would like by checking the box of the feature items you'd prefer: Entrance on SR13 and Rivertown Blvd Option #2 = Monument Sign Wall lined with warm white C9's.

1YR	3YR
\$2,240.00	\$1,330.00

☒ **Monument Sign/Wall Option #3**

Please choose which wall option you would like by checking the box of the feature item you'd prefer: Entrance on SR13 and Rivertown Blvd Option #3 = (1) 17ft tall Mini Light tree. Add \$200 for 27ft tree and \$500 for 33ft

1YR	3YR
\$1,200.00	\$1,000.00

☒ **Monument Sign Wall Wreath Option**

(2) 24" warm white lit wreaths w/ red bows flanking RiverTown words

1YR	3YR
\$300.00	\$270.00

☒ **Tower Wreaths**

(8) Unlit 24" wreaths with red bows on towers in Homestead and Main Street Bridge

1YR	3YR
\$1,000.00	\$880.00

☐ **CDD 2**

CDD 2 Features and Options Listed Below

☒ **Amenity Center Wreaths**

Wreaths with red bows on River Club Amenity Center (3) 36" warm white lit wreaths on center window above entry. And (2) dormer windows.

1YR	3YR
------------	------------

\$930.00 \$885.00

☒ **Christmas Tree Wrap**

Full coverage with 6" spacing of mini lights wrapping 18ft tall Christmas Tree front of Amenity Center.

1YR **3YR**

\$1,875.00 \$1,675.00

☒ **Tree Wraps – Center Island**

(10) Trees –Trunks wrapped in warm white minis with 6" spacing

1YR **3YR**

\$1,350.00 \$1,200.00

☒ **Monument Sign Wreaths at Gate Entry**

(4) 24" Warm white lit wreaths with red UV resistant structured bows at entry. Power taped across road with high bond tape if no power outlet on all sides.

1YR **3YR**

\$600.00 \$540.00

☒ **Center Island Premium Garland**

Warm white lit premium commercial grade garland swagged on center island fencing. (2) 9ft pieces

1YR **3YR**

\$500.00 \$460.00

☒ **Monument Sign Wreaths – Rafter Tail**

(2) 24" Warm white lit wreaths with red bows on Monuments into neighborhood on Rafter Tail hung on pillars

1YR **3YR**

\$300.00 \$270.00

☒ **Premium Garland and Bows at Entry**

Warm white lit premium commercial grade garland swagged on fencing between first and center pillars on

each side on road with (3) 12" red bows on each side.

1YR 3YR

\$2,450.00 \$2,212.00

✓ **Watersong Monument Lights**

Warm White C9's lining monument sign attached with staples, hot glue, clips, or magnets as required by substrate.

1YR 3YR

\$603.75 \$393.75

✓ **Holly Trees Wrapped**

(3) Holly Trees at Watersong canopy wrapped in warm white minis with 6" spacing

1YR 3YR

\$3,375.00 \$3,000.00

✓ **Watersong Monument Sign Wreaths**

(2) 24" Warm white lit wreaths with red bows on monument sign.

1YR 3YR

\$0.00 \$0.00

✓ **Ground Staked C9's**

Warm white lit C9's on ground stakes around garden bed.

1YR 3YR

\$2,000.00 \$1,187.50

✓ **Keystone Corners and Longleaf – Tower Wreaths**

(2) 36" Warm white lit wreaths with red bows.

1YR 3YR

\$620.00 \$590.00

✓ **Keystone Corners and Longleaf – Garland and bows**

Warm white lit premium commercial grade garland swagged on sign on each side on road with (2) 12" red bows on each side.

1YR **3YR**

\$2,300.00 \$2,088.00

☒ **Rivertown Main and Longleaf – Tower Wreath**

48" Warm white lit wreath with red bow on tower

1YR **3YR**

\$475.00 \$450.00

☒ **Rivertown Main and Longleaf – Waterfall walls**

Premium warm white lit garland on the waterfall walls w/ bow in the center on each side of road.

1YR **3YR**

\$3,150.00 \$2,884.00

☒ **Rivertown Main and Longleaf – Premium Garland – Welcome Center**

Garland w/ Bows on the iron walls in front of Welcome Center

1YR **3YR**

\$2,300.00 \$2,088.00

☐ **CDD 3**

CDD 3 Features and Options Listed Below

☒ **RiverLodge Amenity Center Monument Sign Wreaths**

(2) 24" warm white lit Wreaths with red bows on monument sign

1YR **3YR**

\$300.00 \$270.00

☒ **Towers leading to RiverLodge**

(4) 24" unlit Wreaths with red bows on • Towers near Cove neighborhood

1YR 3YR
\$500.00 \$440.00

☒ **Towers – Ravines**

(4) 24" unlit Wreaths with red bows on • Towers near Ravines neighborhood

1YR 3YR
\$500.00 \$440.00

☒ **Monuments Hallows Cove – Premium Garland and Bows**

Monuments on SR13 and Hallows Cove garland Warm white lit premium commercial grade garland swagged on fencing between first 2 pillars on each side on road with (2) 12" red bows on each side.

1YR 3YR
\$2,300.00 \$2,088.00

☒ **Monuments Hallows Cove – Wreaths**

Monuments on SR13 and Hallows Cove warm white lit wreaths

1YR 3YR
\$300.00 \$270.00

Pricing

The prices shown on this proposal are per-year prices.

To meet the needs of all of our customers, Twinkle Nights offers 1 year and 3 year agreements, with varying price ranges based on location and level of difficulty of the installation. Some proposals may also have a 5 year option available as well. **The prices shown on this proposal are per-year prices.**

It's very simple: **The longer the agreement, the more you save!**

Lights are prepped well in advance of installation. Any first year cancellations, prior to installation and received after July 31st, will be charged 50% of the total invoice. Any cancellation occurring in years 2 or 3 would be subject to a cancellation fee equal to the annual cost of the agreement, as presented in this proposal, and due immediately upon cancellation. Cancellation would terminate the agreement and all services at that time unless otherwise agreed to by the parties in writing. Cancellation notification should be sent to Admin@Twinklenights.com

1 Year Agreement

Subtotal	\$30,233.75
Tax	\$1,965.19
Total	\$32,198.94/year
Deposit Amount	\$16,099.47
Due Date	Immediately

A 3.95% card processing fee may apply.

3 Year Agreement

Subtotal	\$26,526.25
Tax	\$1,724.21
Total	\$28,250.46/year
Deposit Amount	\$14,125.23
Due Date	Immediately

A 3.95% card processing fee may apply.

Files

Terms & Conditions

Twinkle Nights Holiday Lights is an all-inclusive Christmas lights company, specializing in Residential, Commercial, and Association lighting in Gainesville, Jacksonville & Ocala. We cover design, install, take-down, and storage! We are an all-inclusive service which means you don't have to lift a finger this season! This is because not only do we install, take down, and service your lights, but at the end of the season we take them away and store them so you never have to give them a second thought.

The customer agrees to our lighting service with an installation as early as October annually of the Christmas lighting items. Lights do not have to be turned on at that time. Decor items like garlands and wreaths will be installed after Halloween. A deposit of 50% of the annual invoice is due each year by July 31st with the total balance due on the day of install.

A deposit of 50% must be received before we can schedule installation. The annual invoice must be paid in full upon completion of the installation. If invoice is not paid in full within 15 days Twinkle Nights Holiday Lights will remove all products and materials from the premises with no discounts to total owed.

Twinkle Nights Holiday Lights is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of god and will make efforts to replace any damaged product for an additional charge. The customer is responsible for any negligence (other than the negligence of contractor or its sub-contractor caused during installation or removal of leased equipment) to all leased equipment.

Any damage caused by attaching products is not the responsibility of Twinkle Nights Holiday Lights. However, Twinkle

Nights Holiday Lights shall use its best efforts to not damage or destroy customers property in accordance with industry standards. No warranty or complimentary repair service is expressed or implied, unless noted in writing in this agreement. All bids are made under the assumption that adequate power supplies and receptacles are available adjacent to the proposed locations for lit decorations and building lights.

This contract is governed by Florida law, and is the entire contract between the parties. If a dispute arises out of this contract, the parties shall agree to resolve this dispute through arbitration in Alachua County before a single arbitrator and in accordance with the rules of the American Arbitration Association. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs.

Design Changes: Any and all design changes including color changes and/or location of power changes/rerouting of wiring, may incur additional fees.

Insurance: Sun Power Lawn Care LLC d/b/a Twinkle Nights Holiday Lights warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of Its acts and the acts of Its employees and subcontractors.

Installation and Take Down: Holiday displays are installed annually starting the second week of October with any greenery such as garland and wreaths being installed after Halloween. Lights will be turned on when greenery is installed unless otherwise requested. Lights and greenery will be taken down the first three weeks in January, weather and acts of God permitting.

Extension Option: an additional 5% of the invoice total can be paid to extend light display through February 5th.

Cancellation Policy: Lights are prepped well in advance of installation. Any first year cancellations, prior to install and received after July 31st will be charged 50% of the total invoice. Contract can be cancelled in years 2-3 for a cancellation fee that will be the amount of the annual invoice total. Cancellation

would terminate the agreement and all services at that time unless otherwise agreed to by the parties in writing. Cancellation notification should be sent to Admin@Twinklenights.com

By paying the 50% deposit I agree to the terms of this contract, and accept this proposal on those terms. Furthermore, I declare that I am authorized to sign this document, either as an owner of the property, or as an agent for the owner or entity. Please note that 1.5% per month (18% per yr.) will be added to all outstanding balances.

Marketing and Photography Consent

By accepting services from Twinkle Nights, the client grants Twinkle Nights and its affiliates the unrestricted right to photograph and/or video record the decorated property, including all lighting and décor installed by Twinkle Nights. These images and recordings may be used for advertising, marketing, promotional materials, social media, website content, and other business-related purposes, without further consent or compensation.

Twinkle Nights will not disclose any personal information, including the client's name, street address, or identifying details beyond what is visible in the imagery itself. All usage will focus on showcasing the lighting and décor work in a respectful and professional manner.

If a client wishes to opt out of marketing use of their property images, a written request must be submitted prior to or at signing of agreement.

C.

COST-SHARE STATUS COVER SHEET

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

Proposal: Parcel 39 Phase 1&2, SR 13 Landscape Maintenance Services

1. Is the cost for this work intended to be shared?

☒ Yes (Please proceed to question 2)

☐ No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

2. If yes, please check one of the following:

☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

☒ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge III CDD

- Request: ☒ Supplemental maintenance services for existing Improvements (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)
- ☐ Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:

Landscape maintenance addendum for Parcel 39, Plats 1 & 2 and SR 13 Roundabout for landscape maintenance services.

(Yellowstone Landscape Services)

Total Proposed
Compensation: \$ 117,840.00

Cost Share		
Calculation:	<u>\$41,833.20</u>	Rivers Edge
	<u>\$34,739.23</u>	Rivers Edge II
	<u>\$41,267.57</u>	Rivers Edge III

Methodology
Consultant Approval: _____
(Signature)

(Date)

If requesting addition of new improvements:

Engineer
Approval: _____
(Signature)

(Date)

[Please attach this page for supplemental maintenance services for existing Improvements]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____



Landscape Maintenance Services Proposal
prepared for

Rivers Edge III- Parcel 39 Phase 1 & 2/SR 13 Roundabout

October 06, 2025



YELLOWSTONE
LANDSCAPE

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

RIVERS EDGE III- PARCEL 39 PHASE 1 & 2/SR 13

ROUNDBOUT

Core Maintenance Services	
Maintenance	\$98,640
Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, Weeding & Cleanup	
IPM	\$11,400
Includes Fertilization & Pest Control Applications	
Irrigation Inspections	\$4,080
Monthly	
Palm Pruning	\$3,720
Prune 93 Palms 1 Time Per Year	
Total	\$117,840

Grand Total Annual:	\$117,840.00
Grand Total Monthly:	\$9,820.00

EXHIBIT "B"

PERFORMANCE STANDARDS

RIVERS EDGE III- PARCEL 39 PHASE 1 & 2/SR 13 ROUNDAABOUT

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Site Visits	52
Maintenance	52
Detailing	With Each Visit
IPM - Fertilization & Pest Control	Turf: 6 blanket and spot treatments as needed Shrubs/Trees/Palms: 2 blanket and spot treatments as needed
Irrigation Inspections	12
Mulch	Per Request
Tree Pruning	Up to 10ft above grade - above 10ft will be proposed
Palm Pruning	1