

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

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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

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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 us 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 us 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.

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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.

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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.

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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.

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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

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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.

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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?

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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.

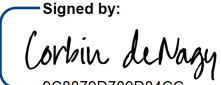
Mr. deNagy stated we can hold a separate joint meeting joint meeting about security.

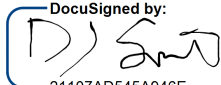
Mr. Thomas stated I want to go back to repairs. We want Watersong residents to know that you are not going to be paying for that, that falls outside the budget. Mattamy subsidizes if anything falls outside the budget, so basically Mattamy pays for it.

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

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.

Signed by:

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Secretary/Assistant Secretary

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21107AD545A946E...
Chairman/Vice Chairman