

*Rivers Edge, Rivers Edge II and Rivers Edge III  
Community Development Districts*

*September 17, 2025  
Special Joint Meeting*

## *AGENDA*

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

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September 10, 2025

Board of Supervisors

Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts

Dear Board Members:

A special joint Board of Supervisors meeting of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts is scheduled for **Wednesday, September 17, 2025 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.** Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Discussion of Hallow-Crawl Event
- IV. Overview of Tri-Party Interlocal and Cost Share Agreement
- V. Consideration of Cost Share Items
  - A. Gardens South Asphalt Repair
  - B. Splash Pad Repairs and Maintenance
  - C. RiverHouse Sand Filtration System
- VI. Other Business
- VII. Adjournment

## *FOURTH ORDER OF BUSINESS*

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.

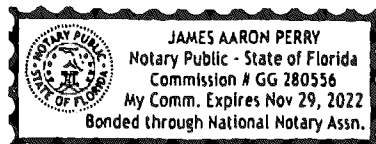


  
\_\_\_\_\_

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

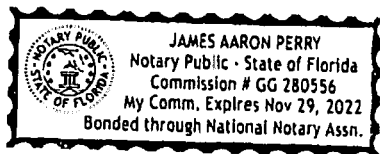
Sarah Sweeting  
Witness

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: \_\_\_\_\_

*Hai Nguyen*  
 Witness

HAI NGUYEN  
 Print Name

*Shawn Gonzales*  
 Witness

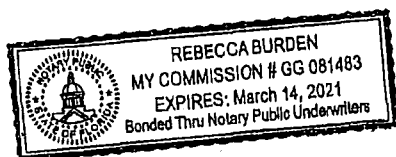
Shawn Gonzales  
 Print Name

MATTAMY JACKSONVILLE, LLC

*Cliff Nelson*  
 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.



*R. Burden*

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**

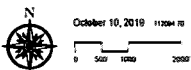
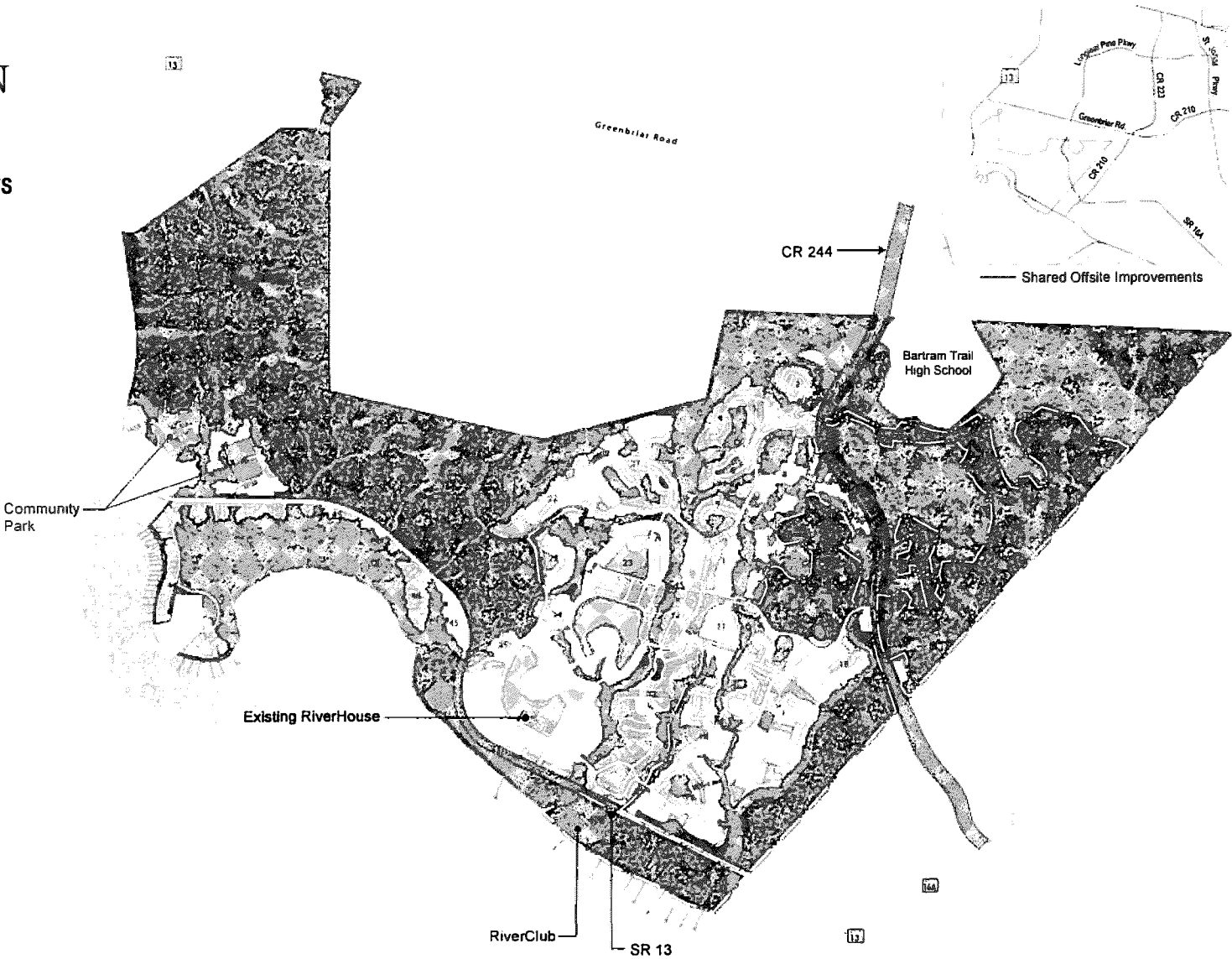
# RIVERTOWN

## 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

**PROSSER**

**Exhibit B: Amenity Facilities**

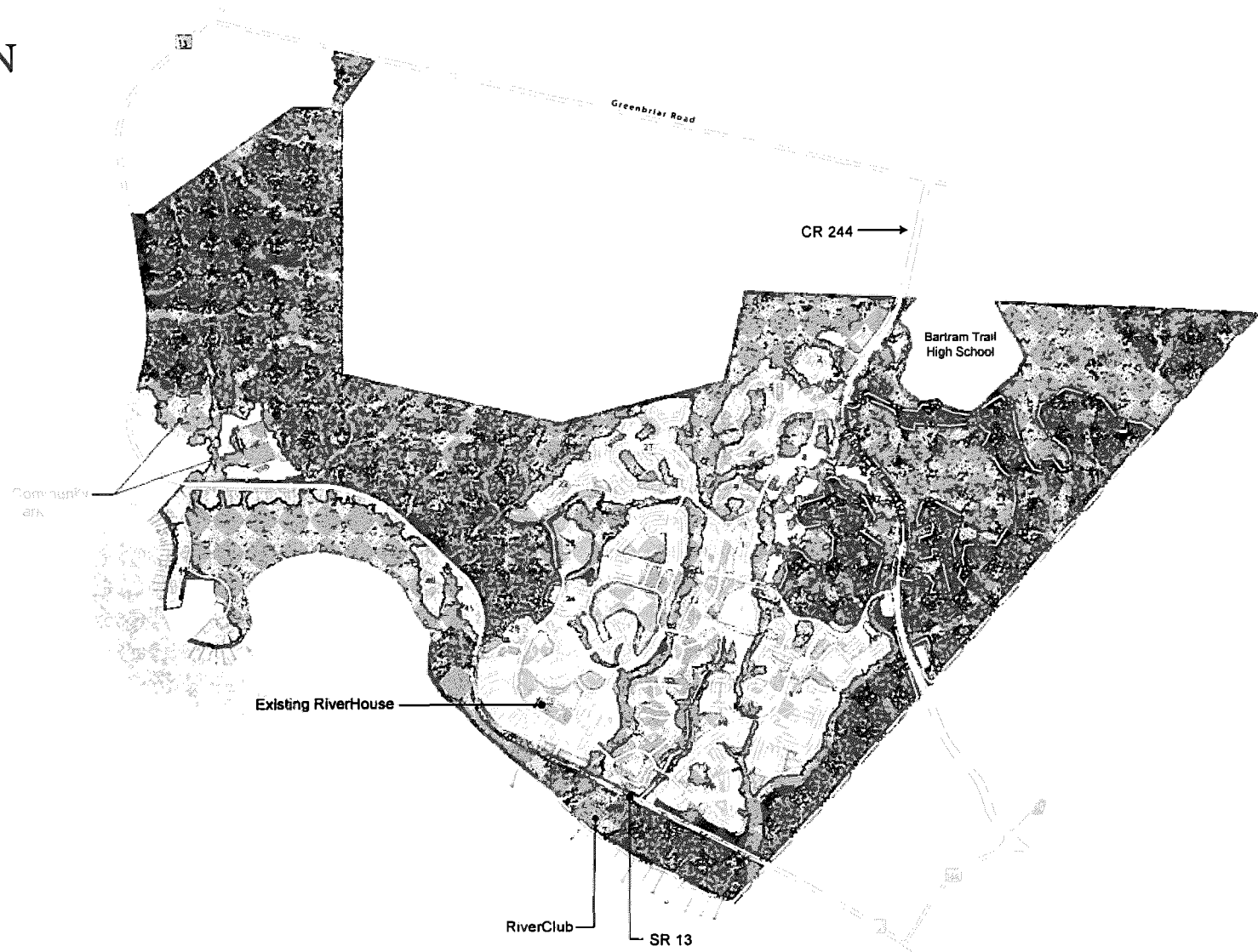
# RIVERTOWN

## 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**



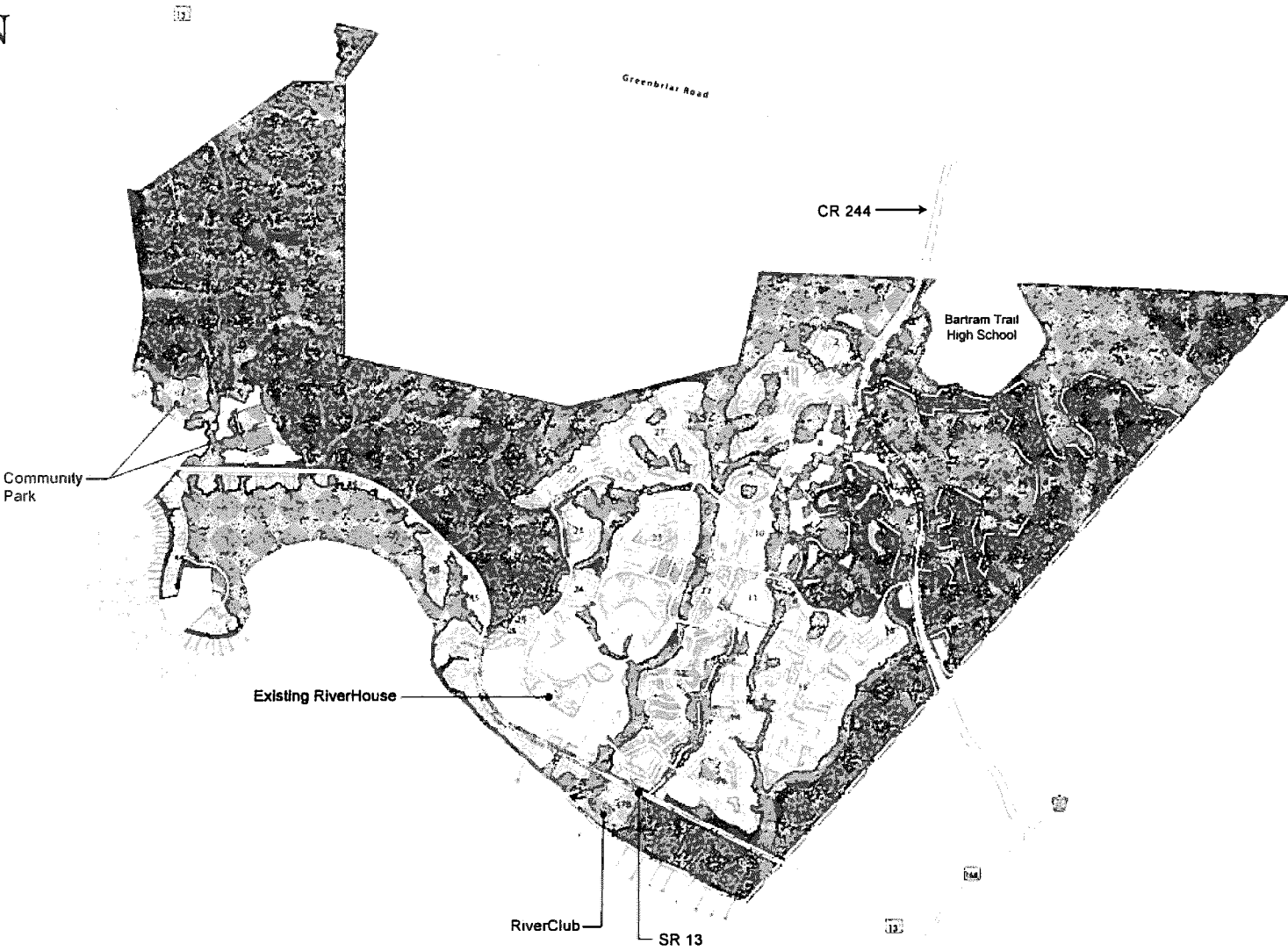
# RIVERTOWN

## 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 <sup>(a)</sup> 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
Development Products													
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	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
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										
Total			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%
<b>Total</b>	<b>4,139.52</b>	<b>100.00%</b>

## 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 &amp; III

	Total ERUs	% ERUs	Cost Share RE, RE2 & 3	Amounts Due to/(From)
Rivers Edge CDD	1,385.99	33.48%	\$1,152,846	\$572,884
Rivers Edge 2 CDD	1,276.36	30.83%	\$1,061,657	-\$329,856
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 &amp; 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>

*FIFTH ORDER OF BUSINESS*

*A.*

## **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: Gardens South Alleyway Repairs

**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:

RiverTown Gardens South Asphalt Repairs - Mill existing asphalt & asphalt pavement lift.

Burnham Construction, Inc. - Awarded contract - 04-16-2025.

Total Proposed  
Compensation: \$ 118,753.99

Cost Share		
Calculation:	<u>\$37,668.77</u>	Rivers Edge
	<u>\$39,438.20</u>	Rivers Edge II
	<u>\$41,647.02</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: \_\_\_\_\_



# BCI



Burnham Construction, Inc.  
11413 Enterprise East Blvd  
Macclenny, FL 32063

Office: (904) 259-5360  
Fax: (904) 259-5380  
CUC#1224415

**"Building the Road to Excellence"**  
**Proposal**

April 9, 2025

ATTN: Ryan Stilwell

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

Burnham Construction, Inc. is pleased to provide a proposal, to supply all labor, equipment, and material needed to complete Rivertown Gardens South Asphalt repairs. Per plans dated 7/16/17. See SOV attached.

**❖ Total \$118,753.99**

**Qualifications:**

- The quoted price is contingent upon receipt of fully executed contract within **30 days**.
- If County requirements are different than specified in plans provided, a new quote may be required.
- Any revisions to quantities agreed on, may result in additional per UOM rates.
- Total LF of curb and sidewalk removed and replaced will be determined after all work is complete.

**Exclusions:**

- Removal/Relocation of any existing overhead power line and poles
- Removing or replacing any landscaping, electrical piping, or wiring not in civil plan set

Feel free to contact me anytime if you have any questions.

Sincerely,

Tyler Mobley  
Project Manager  
C – 904-524-4840  
O – 904-259-5360

X

Approved By:

Rivertown Gardens Topout South

BURNHAM CONSTRUCTION

Division Code	Account Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
001000 (General Conditions)						\$3,532.38
001000	001000	General Conditions	1.00	Lump Sum	\$3,532.38	\$3,532.38
007000 (Construction Materials Testing)						\$1,308.29
007000	007000	Construction Materials Testing	1.00	Lump Sum	\$1,308.29	\$1,308.29
008000 (Maintenance of Traffic)						\$1,046.63
008000	008000	Maintenance of Traffic	1.00	Lump Sum	\$1,046.63	\$1,046.63
014000 (Sanitary Sewer)						\$9,637.12
014000	014159	Adjust Ex. Manhole	4.00	Each	\$2,409.28	\$9,637.12
015000 (Storm Drain)						\$2,725.30
015000	015079	Adjust Existing Inlet	1.00	Each	\$2,725.30	\$2,725.30
016000 (Potable Water Main)						\$1,170.08
016000	016014	Adjust Ex. Valve Jacket	1.00	Each	\$1,170.08	\$1,170.08
022000 (Asphalt Paving)						\$92,858.15
022000	022000	Mill Ex Asphalt	3,115.00	Square Yard	\$2.82	\$8,784.30
022000	022000	1" Asphalt Pavement 1st lift	3,115.00	Square Yard	\$13.40	\$41,741.00
022000	022000	1" Asphalt Pavement 2nd lift	3,115.00	Square Yard	\$13.59	\$42,332.85
023000 (Striping & Signs)						\$6,476.04
023000	023000	Striping & Signs	1.00	Lump Sum	\$6,476.04	\$6,476.04
						<b>\$118,753.99</b>

*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: >Welcome Center Splash Pad Repairs

**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:

Repair maintenance for the Welcome Center Splash Pad

Total Proposed  
Compensation: \$9,370.00

Cost Share		
Calculation:	<u>\$2,972.16</u>	Rivers Edge
	<u>\$3,111.78</u>	Rivers Edge II
	<u>\$3,286.06</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: \_\_\_\_\_



12276 San Jose Blvd.  
Ste. 417  
Jacksonville, FL 32223  
CPC# 1457438

# Invoice

Date	Invoice #
3/20/2025	46634

904-417-5100 Phone

Bill To	Job Address
Rivers Edge CDD 475 West Town Place Suite 114 St. Augustine, FL 32092	Rivers Edge CDD 140 Landing Street St. Johns, FL 32259

P.O. Number	Terms	Rep	Project
		DB	

Quantity	Description	Price Each	Amount
	Rivers Edge CDD Splash Pad Flo Gauge valve was installed backwards. Removed and remounted properly and repaired broken nozzle on Splash Pad.	350.00	350.00

Thank you for your business, we appreciate it very much.

**Total** \$350.00

**Payments/Credits** \$0.00

**Balance Due** \$350.00

debbie@epicpool.com

www.epicpool.com

Approved RECDD  
Submitted to AP 3.21.25  
By Kevin McKendree

*Kevin McKendree*



12276 San Jose Blvd.  
Ste. 417  
Jacksonville, FL 32223  
CPC# 1457438

# Invoice

Date	Invoice #
6/3/2025	47242

904-417-5100 Phone

Bill To	Job Address
Rivers Edge CDD One 475 West Town Place Ste. 114 St. Augustine, FL 32092	Rivers Edge CDD One Welcome Center 90 Lanier Street Saint Johns, FL 32259

P.O. Number	Terms	Rep	Project
	see contract		

Quantity	Description	Price Each	Amount
1	Epic Pools propose to furnish all materials, labor, and tools to install new CAT2000 chemical controller, feeder tube in the Stenner pumps, all new tubing from filter pump to the stenner feeder and from feeder to existing chemical tanks. Calibrate chemical controller and verify proper operation for the Splash Pad at Rivertown.	5,320.00	5,320.00

Thank you for your business, we appreciate it very much.

Approved RECDD  
Submitted to AP 6.3.2025  
By Kevin McKendree

*Kevin McKendree*

**Total** \$5,320.00

**Payments/Credits** \$0.00

**Balance Due** \$5,320.00

debbie@epicpool.com

www.epicpool.com





12276 San Jose Blvd.  
Ste. 417  
Jacksonville, FL 32223  
CPC# 1457438

# Invoice

Date	Invoice #
6/5/2025	47254

904-417-5100 Phone

Bill To	Job Address
Rivers Edge CDD One 475 West Town Place Suite 114 St. Augustine, FL 32092	Rivers Edge CDD One Welcom Center 90 Lanier Street Saint Johns, FL 32259

P.O. Number	Terms	Rep	Project
		DB	

Quantity	Description	Price Each	Amount
	Furnish all materials, labor, and tools to install (2) new Stenner Pumps. One for chlorine and one for acid.  Approved RECDD Submitted to AP 6.5.2025 By Kevin McKendree <i>Kevin McKendree</i>	2,650.00	2,650.00

Thank you for your business, we appreciate it very much.

**Total** \$2,650.00

**Payments/Credits** \$0.00

**Balance Due** \$2,650.00

debbie@epicpool.com

www.epicpool.com



12276 San Jose Blvd.  
Ste. 417  
Jacksonville, FL 32223  
CPC# 1457438

# Invoice

Date	Invoice #
3/11/2025	46583

904-417-5100 Phone

Bill To	Job Address
Rivers Edge CDD 475 West Town Place Ste. 114 St. Augustine, FL 32092	Rivertown CDD 140 Landing Street Saint Johns, FL 32259

P.O. Number	Terms	Rep	Project
	see contract		

Quantity	Description	Price Each	Amount
1	Remove VFD for Splash Pad and install new cross the line Motor Starter  All parts, materials, and labor included.	650.00	650.00

Thank you for your business, we appreciate it very much.

**Total** \$650.00

**Payments/Credits** \$0.00

**Balance Due** \$650.00

debbie@epicpool.com

www.epicpool.com

Approved RECDD  
Submitted to AP 3.11.25  
By Kevin McKendree

*Kevin McKendree*



12276 San Jose Blvd.  
Ste. 417  
Jacksonville, FL 32223  
CPC# 1457438

# Invoice

Date	Invoice #
12/2/2024	44917
904-417-5100 Phone	

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

P.O. Number	Terms	Rep	Project
	see contract		

Quantity	Description	Price Each	Amount
1	SUPPLY AND INSTALL NEW RELAY FOR THE SOLENOID VALVE IN THE FOUNTAIN CONTROLLER. FOUNTAIN WILL BE TURNED ON THE VERITY OPERATION.  TWO SOLENOID VALVE BODIES WILL BE REPLACED. UNDER WARRANTY  Approved RECDD Submitted to AP 1.21.25 By Kevin McKendree <i>Kevin McKendree</i>	400.00	400.00

Thank you for your business, we appreciate it very much.	<b>Total</b>	\$400.00
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$400.00

debbie@epicpool.com	www.epicpool.com
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*C.*

# RIVERTOWN

Request for Funds

Date of request: 09/17/25

Submitted by: Kevin McKendree

**Project: Equipment and concrete slab change out of sand filters for lap pool and family pool at RiverHouse**

The filtration equipment at the RiverHouse is original to the facility. The sand in the filters must be changed out to meet health code standards. When removing the old sand, the interior parts of the filter will break. These filters are no longer manufactured and neither are replacement parts. The foundation that the filters sit on has been compromised as well. Due to these factors, we propose a complete changeout of the slab and sand filters. This is a cost share item budgeted for FY26 as a Capital Expenditure. We propose this as a change order to the greater pool repair project.

Vendor	Total Estimate	FY25 Budgeted Amount		Variance
	\$175,000	\$125,000	\$	(50,000.00)
<b><u>Crown Pools</u></b>	<u>RE 1 Contribution</u>	<u>RE 2 Contribution</u>	<u>RE 3 Contribution</u>	
	\$62,125.00	\$51,590.00	\$61,285.00	

**Scope**

**Removal** of existing sand filters and demolition of existing concrete pads

**Installation** of new 18" concrete pads for the filters along with double mat of steel in the slab for reinforcement

**Installation** of new Neptune Benson filters that matches current specifications for the lap pool and family pool and all associated valving

**Includes** dumpster for existing equipment, permits for equipment modifications and minimal engineering fees for basic letters to FDOH

**Warranty**

1 year on workmanship, plumbing and concrete slabs

15 limited warranty on the filters

**Notables**

**Does not include** additional engineering that may be required by FDOH and St. Johns County

## 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 Sand Filtration System

**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:

Replacement of Sand Filtration System at the RiverHouse Pool.

Total Proposed  
Compensation:

\$ 175,000.00

Cost Share  
Calculation:

<u>\$62,125.00</u>	Rivers Edge
<u>\$51,590.00</u>	Rivers Edge II
<u>\$61,285.00</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: \_\_\_\_\_





3002 Phillips Highway  
Jacksonville, FL 32207  
Phone: 904.858.4300  
CPC1456979

## ESTIMATE

September 8, 2025

**Attn:** Kevin McKendree  
Rivertown River House  
156 Landing Street, St. Johns, FL 32259

### Description of Work:

Equipment Replacement for the Competition and Fun Pool at Rivertown River House Amenity Complex. Crown Pools Inc includes removal of existing sand filters, and demo of existing pads. We include installation of new 18" concrete pads for the filters along with a double mat of steel in the slab. This estimate accounts for a new Neptune Benson filter that matches the current specifications for the Lap Pool and Fun Pool along with all associated valving for proper operations. This estimate includes dumpsters for removal of existing equipment and permits for the equipment modifications. This estimate included minimal engineering fees for basic letters to FDOH; additional engineering may be required by DOH and St. Johns County. Existing equipment packs, gas heater, and collector tanks to remain as-is.



**Filter Replacement**

**\$175,000.00**

### Information required to proceed with your order:

Please fill out the information below and return to Crown Pools Inc.  
Upon receipt of this document Crown Pools, Inc. will schedule approved scope.

Billing Address: \_\_\_\_\_

Site Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_

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

Regards,

Crown Pools, Inc.  
CPC1456979  
www.crownpoolsinc.com  
904.858.4300