Rívers Edge Community Development District

July 18, 2018

Rivers Edge

Community Development District

475 West Town Place, Suite 114, St. Augustine, Florida 32092 Phone: 904-940-5850 - Fax: 904-940-5899

July 12, 2018

Board of Supervisors Rivers Edge Community Development District

Dear Board Members:

The Board of Supervisors Meeting of the Rivers Edge Community Development District will be held Wednesday, July 18, 2018 at 11:00 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. Financing Matters Related to 2008A Refunding
 - A. Presentation: MBS Capital Markets, LLC on Refunding
 - B. Insurance Commitment Letter
 - C. Consideration of Assessment Methodology Report for Refunding Series 2008A Bonds
 - D. Consideration of Resolution 2018-11, Declaring Special Assessments
 - E. Consideration of Resolution 2018-12, Setting a Public Hearing Date
- IV. Consideration of Landscape Proposals and Award by Resolution 2018-13
- V. Discussion of FY 2019 Budget and Consideration of Moving Budget Adoption Hearing to September 12, 2018
- VI. Consideration of Assignment of Amenity Management Agreement and Termination of Mattamy Lease Agreement
- VII. Consideration of Interest Waiver Interlocal Agreement
- VIII. Consideration of Interlocal Agreement with Rivers Edge II Community Development District
 - IX. Ratification of Surface Water Management Systems Easement Agreement
 - X. Consideration of Interlocal Agreement with St. Johns County School Board for Bartram Trail High School's Use of the Competition Pool
 - XI. Acceptance of the Fiscal Year 2017 Audit
- XII. Approval of Minutes of the June 12, 2018 Meeting
- XIII. Staff Reports
 - A. Attorney
 - B. Engineer

- 1. Memo on Evaluation of 4-Way Stop
- 2. Consideration of Sign Estimates
- 3. Public Facilities Report
- C. Manager
- D. Amenity Manager Report
- E. Field Services Report
- XIV. Supervisors' Requests and Audience Comments
- XV. Financial Reports
 - A. Consideration of Tri-Party Funding Request No. 62
 - B. Balance Sheet & Income Statement
 - C. Assessment Receipt Schedule
 - D. Approval of Check Registers
- XVI. Next Scheduled Meeting August 15, 2018 @ 6:00 p.m. at the RiverTown Amenity Center
- XVII. Adjournment

The third order of business is financing matters related to 2008A refunding. Enclosed for your review and approval is the insurance commitment letter, the declaring resolution and the resolution to set the public hearing date. A copy of the assessment methodology report will be provided under separate cover.

The fourth order of business is consideration of landscape proposals and award by resolution 2018-13. A copy of the resolution is enclosed for your review and approval, however copies of the proposals will be sent via email to save on printing costs.

The fifth order of business is discussion of FY2019 budget and consideration of moving the budget adoption hearing to September 12th. A copy of the budget is enclosed.

The seventh order of business is consideration of interest waiver. Enclosed for your review is the letter of conflict of interest.

The eighth order of business is consideration of interlocal agreement with Rivers Edge II CDD. A copy of the agreement is enclosed for your review and approval.

The ninth order of business is ratification of surface water management systems easement agreement. A copy of the easement is enclosed for your review.

The tenth order of business is consideration of interlocal agreement with St. Johns County School Board for Bartram Trail High School's use of the competition pool. A copy of the agreement is enclosed for your review and approval.

The eleventh order of business is acceptance of the Fiscal Year 2017 audit. A copy of the audit report is enclosed for your review.

Enclosed under the twelfth order of business is a copy of the minutes from the June 12th meeting.

Under financial reports, copies of the balance sheet and income statement, tri-party funding request, assessment receipt schedule, and check register are included for your review.

The balance of the agenda is routine in nature. Staff will present their reports and any additional support material will be presented and discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

James Perry

James Perry

Jennifer Gillis cc: Gabriel McKee Jason Davidson Jennifer Kilinski

Robert Beladi **David Provost**

Ryan Stilwell Dan Fagen









July 10, 2018

VIA E-MAIL

Mr. James Perry, CPA, Managing Director Governmental Management Services, LLC 475 West Town Place Suite 114 World Golf Village St. Augustine, Florida 32092

Re:

Not to Exceed \$4,020,000 aggregate principal amount of Rivers Edge Community Development District (St. Johns County, Florida) Capital Improvement Refunding Bonds, Series 2018A-1 (Senior

Bonds)

Dear Mr. Perry:

Attached please find one copy of each of Assured Guaranty Municipal Corp.'s ("AGM") municipal bond insurance commitment letter and municipal bond debt service reserve insurance commitment letter, both in respect of the above-referenced issue. Please return one fully executed copy of each to Mrs. Audrey Udit-Adler, of our office, prior to any reference to AGM as insurer of the issue being made in marketing efforts in respect of the issue.

Please note that a blacklined copy of each draft of the financing documents, opinions, preliminary and final official statements and bond proof should be delivered to AGM for review and comment.

Attached as a link to this e-mail is AGM's website, where the logo, statement of insurance, disclosure language, specimen policy, procedures for premium payment, form of opinion and form of disclosure, no default and tax certificate may be accessed and downloaded as needed. AGM will require, prior to closing, four hard copies of the final official statement.

Upon acceptance and satisfaction of the conditions of the Commitment, the following must occur in order for AGM to complete its review of applicable disclosure and financing documents in advance of the closing date, request the assignment of an insured rating for the Bonds, and timely issue its insurance policy:

- The financing schedule and a distribution list should be forwarded to the attention of the Closing Coordinator listed below.
- A copy of (i) the preliminary official statement and the final official statement, each of which shall include the disclosure provided by AGM and the specimen policy and any other references to AGM, and (ii) the Bonds, together with the legend to be affixed to such Bonds, must be delivered to the Closing Coordinator by fax or e-mail in order that AGM may confirm its accuracy.
- Once determined, the underwriters' final pricing numbers, including the final debt service schedule for the Bonds, should be delivered to the credit analyst and Closing Coordinator responsible for the transaction by fax and/or e-mail in order that AGM may confirm the premium to be paid for the insurance policy and request the assignment of an insured rating for the Bonds.
- A copy of either (i) the final pricing wire with CUSIP numbers shown or CUSIP wire evidencing the CUSIP numbers assigned to the Bonds; or (ii) the letter from the CUSIP Service Bureau listing the CUSIP numbers assigned to the Bonds should be delivered to the Closing Coordinator listed below by fax and/or email in order that AGM may request the assignment of an insured rating for the Bonds.

AGM will deliver to Bond Counsel at the pre-closing, assuming the requirements of the Commitment have been met, an opinion of counsel as to the validity of the insurance policy, a disclosure, no default and tax certificate and the executed original insurance policy. Prior to the closing, AGM will obtain rating letters from the rating agencies indicated in the official statement. Note that any questions with regard to rating agency fees should be directed to the respective rating agency.

fax

Mr. James Perry, CPA, Managing Director Governmental Management Services, LLC July 10, 2018

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Please include the following people on the Distribution List for this transaction:

Natalie Woodruff, Counsel

Telephone: (212) 261-5553

Telecopier: (212) 445-8705

E-Mail:

NWoodruff@agltd.com

Maria Sazon, Director

Telephone: 212-339-0836

Telecopier: 212-408-6090

E-Mail:

MSazon@agltd.com

Audrey Udit-Adler, Closing Coordinator

Telephone: (212) 339-3548

Telecopier: (212) 857-0560

E-Mail:

AUdit-Adler@agltd.com

As a post-closing condition, AGM shall receive one original and two copies of the final closing transcript of proceedings. Such closing transcript may be in the form of either hard copies or three CD-ROMs.

AGM looks forward to working with you on this transaction.

Very truly yours,

Natalie Woodruff

Counsel

ec:

Danny Tyler, Esq.; Nabors, Giblin & Nickerson Cynthia Wilhelm; Nabors, Giblin & Nickerson

Mr. Justin Rowan, Director; MBS Capital Markets, LLC

Brett Sealy; MBS Capital Markets, LLC Jennifer Kilinski; Hopping Green & Sams



MUNICIPAL BOND INSURANCE COMMITMENT

ASSURED GUARANTY MUNICIPAL CORP. ("AGM") hereby commits to issue its Municipal Bond Insurance Policy (the "Policy") relating to whole maturities of the debt obligations described in Exhibit A attached hereto (the "Bonds"), subject to the terms and conditions set forth in this Commitment or added hereto (the "Commitment"). For the avoidance of doubt, each of the Exhibits attached hereto is an integrated part of this Commitment. To keep this Commitment in effect after the Expiration Date set forth in Exhibit A attached hereto, a request for renewal must be submitted to AGM prior to such Expiration Date. AGM reserves the right to refuse wholly or in part to grant a renewal.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

- 1. The transaction documents to be executed and delivered in connection with the issuance and sale of the Bonds shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
- 2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof ("Closing Date").
- 3. On the date hereof and on the Closing Date, there shall have been no material adverse change in or affecting the Issuer or the Bonds (including, without limitation, the security for the Bonds or the proposed debt service schedule of the Bonds), any disclosure document relating to the Bonds (the "Official Statement"), the financing documents to be executed and delivered with respect to the Bonds, the legal opinions to be executed and delivered in connection with the issuance and sale of the Bonds, or any other information submitted to AGM with respect to the referenced transaction, or the Bonds, from that previously delivered or otherwise communicated to AGM.
- 4. The Bonds shall contain no reference to AGM, the Policy or the insurance evidenced thereby except as may be approved by AGM. BOND PROOFS SHALL HAVE BEEN APPROVED BY AGM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form provided by AGM.
- 5. AGM shall be provided with:
- (a) Executed copies of all financing documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure, shall be addressed to AGM or accompanied by a letter of such counsel permitting AGM to rely on such opinion as if such opinion were addressed to AGM), including, without limitation, the approving opinion of bond counsel. Each of the foregoing shall be in form and substance acceptable to AGM. Copies of all drafts of such documents prepared subsequent to the date of the Commitment (blacklined to reflect all revisions from previously reviewed drafts) shall be furnished to AGM for review and approval. Final drafts of such documents shall be provided to AGM at least three (3) business days prior to the issuance of the Policy, unless AGM shall agree to some shorter period.
- (b) Evidence of wire transfer in federal funds of an amount equal to the insurance premium, unless alternative arrangements for the payment of such amount acceptable to AGM have been made prior to the delivery date of the Bonds.
- (c) Standard & Poor's Rating Service and Moody's Investors Service Inc. will separately present bills for their respective fees relating to the Bonds. Payment of such bills by the Issuer should be made directly to such rating agency. Payment of the rating fee is not a condition to release of the Policy by AGM.

6. Promptly after the closing of the Bonds, AGM shall receive three completed sets of executed documents (one original and either (i) two photocopies (each unbound) or (ii) two compact discs).			
7. The Official Statement shall contain the language provided by AGM and only such other references to AGM of otherwise as AGM shall supply or approve. AGM SHALL BE PROVIDED WITH FOUR PRINTED COPIES OF THE OFFICIAL STATEMENT.			

MUNICIPAL BOND INSURANCE COMMITMENT **TERM SHEET**

Issuer or District:

Rivers Edge Community Development District (St. Johns County, Florida)

Name of Bonds Insured:

Capital Improvement Refunding Bonds, Series 2018A-1 (Senior Bonds)

Principal Amount of Bonds Insured: Not to Exceed \$4,020,000

Date of Commitment:

July 10, 2018

Expiration Date: Friday, September 14, 2018*

Premium: 2.00% of total debt service on the Bonds Insured

Additional Conditions:

- 1. The Indenture and amortization schedule for, and final maturity date of, the Series 2018A-1 Bonds shall be acceptable to AGM.
- 2. All assessments (the "2018A Assessments") securing the Series 2018A-1 Bonds and the Series 2018A-2 Bonds (collectively, the "Series 2018A Bonds") shall be collected by the Rivers Edge Community Development District in each fiscal year and the District shall use the Uniform Method of Collection for all properties unless AGM shall otherwise consent.
- 3. S&P shall have published an unenhanced rating of at least "BBB+" on the Series 2018A-1 Bonds.
- 4. AGM shall have received satisfactory evidence that no amounts are owed to the Developer and no deferred costs or any other amounts due to the Developer may be paid from the Series 2018A Trust Estate.
- 5. Any surplus 2018A Assessments shall only be used to pay debt service next due on the Series 2018A Bonds or for an early redemption of the Series 2018A Bonds.
- 6. The debt service reserve fund for the Series 2018A-1 Bonds shall be funded with 50% cash and the balance with an AGM Reserve Policy.
- 7. The subordination provisions with respect to the District's 2018A-2 Bonds (Subordinate Lien) (the "Subordinate Bonds") shall be acceptable to AGM (and shall provide that amounts in the debt service reserve fund for the Subordinate Bonds shall be used to cure any deficiency in debt service on the Series 2018A-1 Bonds prior to payment of the Subordinate Bonds or any draw on the AGM Reserve Policy).
- The District shall not issue additional debt under the Indenture on parity with the 2018A Trust Estate.
- 9. The District shall covenant not to elevate the status of any Subordinate Bonds unless (i) the Series 2018A-1 Bonds are no longer outstanding and no amounts are due or payable to AGM or (ii) the District has obtained the prior written consent of AGM.
- 10. Satisfactory review of the Official Statement for the Series 2018A Bonds.
- 11. See attached Exhibits B-C.

Capitalized terms used in this Commitment and not otherwise defined shall have the meanings assigned to them in the transaction document authorizing the issuance of, and setting forth the terms for, the Bonds described above (the "Indenture").

ASSURED GUARANTY MUNICIPAL CORP.

Authorized Officer

*To maintain the Commitment in effect until the Expiration Date, AGM must receive a duplicate of this Exhibit A executed by an authorized officer of the Issuer by the earlier of the date on which the Official Statement containing disclosure language regarding AGM is circulated and ten days from the date of this Commitment.

The undersigned, an authorized officer of the Issuer, agrees that (i) if the Bonds are insured by a policy of municipal bond insurance, such insurance shall be provided by AGM in accordance with the terms of this Commitment; (ii) the Issuer has made its own independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) AGM has not made, and therefore the Issuer is not relying on, any recommendation from AGM that the Issuer insure the Bonds or obtain the Policy; it being understood and agreed that communications from AGM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, any related insurance document or the documentation governing the Bonds do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the Issuer acknowledges that AGM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, concerning its future financial strength or the rating of AGM's financial strength by the rating agencies; (v) the Issuer acknowledges that the ratings of AGM reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies; (vi) the Issuer understands that such ratings may not continue for any given time period and instead may change over time, including without limitation being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by AGM in its sole discretion; (vii) the Issuer acknowledges that AGM undertakes no responsibility to bring to its attention, and shall have no liability for, the placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such review for possible downgrade, downward revision or withdrawal may have an adverse effect on the Bonds; and (viii) the Issuer acknowledges that AGM pays rating agencies to rate AGM's financial strength, but that such payment is not in exchange for any specific rating or for a rating within any particular range. Notwithstanding anything to the contrary set forth herein, the provisions set forth under subparagraphs (ii) through (viii) above shall survive the expiration or termination of this Commitment.

GOVERNMENTAL LLC	MANAGEMENT	SERVICES,
Aut	horized Officer	

OPINION REQUIREMENTS

- 1. Each of the Indenture, Bonds and other transaction documents (collectively, the "Related Documents") is a legal, valid and binding obligation of the parties thereto, has been duly authorized, executed and delivered and is enforceable in accordance with its terms.
- 2. There is no litigation or other proceeding pending or, to the best of such counsel's knowledge, threatened in any court, agency or other administrative body (either State or Federal) which could have a material adverse effect on (a) the financial condition of the District, (b) the ability of the District to perform its obligations under the Related Documents, (c) the security for the Bonds, (d) the transactions contemplated by the Related Documents or (e) the ability of the District to maintain and operate the system, project or facility.
- 3. Nothing has come to the attention of disclosure counsel which would cause them to believe that, as of the closing date, the final Official Statement (excluding information provided by AGM) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- 4. The Bonds are payable from and secured by a valid lien on and pledge of the Trust Estate in the manner and to the extent provided in the Indenture. The District is duly authorized to pledge such Trust Estate, and no further action on the part of the District or any other party is required to perfect the same or the interest of the Bondowners therein.

SUPPLEMENTAL INDENTURE REQUIREMENTS

The Supplemental Indenture for the Bonds shall be in form and substance satisfactory to AGM and shall contain the provisions set forth below as well as those provsions customarily included in similar Florida special assessment transactions insured by AGM:

Definition for "Late Payment Rate" -

"Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then-applicable highest rate of interest on the Series 2018A-1 Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify.

Provisions for Insurance Section/Article -

Notwithstanding anything to the contrary in the Indenture, the following provisions shall govern so long as the Insurer is not then in default under the Insurance Policy:

- (a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Series 2018A-1 Reserve Account. Notwithstanding anything to the contrary set forth in the Indenture, amounts on deposit in the Series 2018A-1 Reserve Account shall be applied solely to the payment of debt service due on the Series 2018A-1 Bonds. In addition, the Series 2018A-1 Reserve Account shall at all times have on deposit cash in an amount not less than fifty percent (50%) of the Reserve Requirement for the Series 2018A-1 Bonds.
- The Insurer shall be deemed to be the sole Owner of the Series 2018A-1 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2018A-1 Bonds are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture and each Series 2018A-1 Bond, the Trustee and each Owner of the Series 2018A-1 Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Series 2018A-1 Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Owner of the Series 2018A-1 Bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Series 2018A-1 Bonds with respect to the Series 2018A-1 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.
- (c) No grace period for a covenant default with respect to the Series 2018A-1 Bonds under Section 10.02(e) of the Master Indenture shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults with respect to the Series 2018A-1 Bonds.

- (d) The Insurer is a third party beneficiary of the Indenture.
- (e) The exercise of any provision of the Indenture which permits the purchase of Series 2018A-1 Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Series 2018A-1 Bond so purchased is not cancelled upon purchase.
- (f) As more fully provided in Section 13.02 of the Master Indenture and Section [] hereof, any amendment, supplement, modification to, or waiver of, the Indenture that requires the consent of Owners of the Series 2018A-1 Bonds or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.
- rights granted to the Insurer under the Indenture to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Series 2018A-1 Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners of the Series 2018A-1 Bonds or any other person is required in addition to the consent of the Insurer.
- (h) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Series 2018A-1 Bonds unless the Insurer otherwise approves.

To accomplish defeasance of the Series 2018A-1 Bonds, the District shall cause to be delivered to the Insurer (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2018A-1 Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Insurer), and (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2018A-1 Bonds are no longer "Outstanding" under the Indenture. Each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the District, the Trustee and the Insurer. The Insurer shall be provided with final drafts of the above referenced documentation not less than five Business Days prior to the funding of the escrow.

Series 2018A-1 Bonds shall be deemed "Outstanding" under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

- (i) Amounts paid by the Insurer under the Policy shall not be deemed paid for purposes of the Indenture and the Series 2018A-1 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the District in accordance with the Indenture. The Indenture shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided fo; provided, however, that the source for any such payments shall be the Trust Estate and should there not be sufficient funds in the Trust Estate, including any and all amounts collected through the enforcement of the Assessments, to make such payments in full, the District shall not be obligated to make up any shortfall from any other sources.
 - (j) The following provisions shall apply to claims upon the Policy and payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the

Indenture, moneys sufficient to pay the principal of and interest on the Series 2018A-1 Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2018A-1 Bonds due on such Payment Date, the Trustee shall make a claim under the Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2018A-1 Bonds and the amount required to pay principal of the Series 2018A-1 Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Policy.

The Trustee shall designate any portion of payment of principal on Series 2018A-1 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2018A-1 Bonds registered to the then current Owner of the Series 2018A-1 Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2018A-1 Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2018A-1 Bond shall have no effect on the amount of principal or interest payable by the District on any Series 2018A-1 Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2018A-1 Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Series 2018A-1 Bonds referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Policy in trust on behalf of Owners of the Series 2018A-1 Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of the Series 2018A-1 Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2018A-1 Bonds under the sections of the Indenture regarding payment of Series 2018A-1 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything in the Indenture to the contrary, the District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"); provided, however, that the source for any such payments shall be the Series 2018A Trust Estate and should there not be sufficient funds in the Series 2018A Trust Estate, including any and all amounts collected through the enforcement of the Series 2018A Trust Estate, to make such payments in full, the District shall not be obligated to make up any shortfall from any other sources. The District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Series 2018A Trust Estate and payable from such Series 2018A Trust Estate on a parity basis with debt service due on the Series 2018A-1 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

(k) The Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2018A-1 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy (which subrogation rights shall also include the rights of any such recipients in connection with any

Insolvency Proceeding). Each obligation of the District to the Insurer under the Indenture shall survive discharge or termination of such Indenture.

- (I) Subject to the provisions of subsection [] and after making the required deposits pursuant to Section [], the District shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture; (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Indenture or the transactions contemplated thereby, other than costs, charges, fees and expenses described in clauses (i) through (iv) resulting from the failure of the Insurer to honor its obligations under the Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture.
- (m) After payment of reasonable fees and expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the District or rebate only after the payment of past due and current debt service on the Series 2018A-1Bonds and amounts required to restore the Series 2018A-1 Reserve Account to the Series 2018A-1 Reserve Account Requirement.
- (n) The Insurer shall be entitled to pay principal or interest on the Series 2018A-1 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Policy) or a claim upon the Policy.
- (o) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director Surveillance, Re: Policy No._______, Telephone: (212) 974-0100; Telecopier: (212) 339-3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the Deputy General Counsel- Public Finance and shall be marked to indicate "URGENT MATERIAL ENCLOSED."
- (p) The Insurer shall be provided with the following information by the District or, to the extent it has such documents or knowledge of such events, the Trustee, as the case may be:
 - (i) In addition to the information provided by the dissemination agent under the Continuing Disclosure Agreement referenced in [Section] to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website, including the District's annual audited financial statements, which are required to be provided within the time frame required by Florida law, which currently requires such audited financial statements to be provided up to, but no later than, nine (9) months after the close of the District's Fiscal Year, the District shall provide the Insurer with such other information, data or reports as the Insurer shall reasonably request from time to time;
 - (ii) The Trustee shall give notice of any draw upon the Series 2018A-1 Reserve Account within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Series 2018A-1 Reserve Account Requirement, (ii) withdrawals in connection with a refunding of Series 2018A-1 Bonds and (iii) withdrawals in connection with the extraordinary mandatory redemption in full of the Series 2018A-1 Bonds;
 - (iii) The Trustee shall provide notice of any default under the Indenture with respect to the Series 2018A-1 Bonds or the Series 2018A-2 Bonds known to the Trustee and the District shall provide notice of any default under the Indenture with respect to the Series 2018A-1 Bonds or the Series 2018A-2 Bonds known to the District, in each case, within five Business Days after knowledge thereof;

- (iv) The District will give prior notice of the advance refunding of any of the Series 2018A-1 Bonds, including the principal amount, maturities and CUSIP numbers thereof;
- (v) The District or the Trustee will give notice of the commencement of any Insolvency Proceeding;
- (vii) The District or the Trustee will give notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2018A-1 Bonds;
- (viii) The District will provide a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Indenture;
- (ix) The Trustee shall provide notice of any draw on the Series 2018A-2 Bonds debt service reserve fund; and
- (x) The Trustee will provide all reports, notices and correspondence to be delivered to Owners of the Series 2018A-1 Bonds under the terms of the Indenture.
- (q) The Insurer shall have the right to receive such additional information relating to the District, the Series 2017 Assessments and the Series 2018A-1 Bonds as it may reasonably request.
- (r) The District will permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the District on any business day upon reasonable prior notice.
- (s) The Trustee shall notify the Insurer of any known failure of the District to provide notices, certificates and other information under the Indenture.
- (t) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Series 2018A-1 Bonds or the rights of the Owners of the Series 2018A-1 Bonds, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Policy.
- (u) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2018A-1 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.
- (v) The District shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Series 2018A Trust Estate without the prior written consent of the Insurer.

PROCEDURES FOR PREMIUM PAYMENT TO ASSURED GUARANTY MUNICIPAL CORP. ("AGM")

AGM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Confirmation of

Amount to be Paid:

Upon determination of the final debt service schedule, fax

such schedule to AGM

Attention:

Maria Sazon, Director

Phone No.: Fax No.:

212-339-0836 212-408-6090

Confirm with AGM's credit analyst that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date:

Date of Delivery of the insured bonds.

Method of Payment:

Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:

The Bank of New York

ABA#:

021 000 018

Acct. Name:

Assured Guaranty Municipal Corp.

Account No.:

8900297263

Transaction No.:

154462 G

CONFIRMATION OF PREMIUM WIRE NUMBER AT CLOSING

AGM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated on the closing date to Audrey Udit-Adler, Closing Coordinator, (212) 339-3548.



MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE COMMITMENT

Issuer:

Rivers Edge Community Development District (St. Johns County, Florida)

Bonds Insured:

Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Bonds)

Premium:

3.25% of Policy Limit

Date of Commitment:

July 10, 2018

Expiration Date: Friday, September 14, 2018

Policy Limit:

A dollar amount equal to fifty percent (50%) of the Debt Service Reserve Requirement for

the Bonds, as specified under the Authorizing Document (defined below)

ASSURED GUARANTY MUNICIPAL CORP. ("AGM"), a stock insurance company, hereby commits to issue its Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy"), in the form attached hereto as Exhibit B, relating to the above-described debt obligations (the "Series 2018A-1 Bonds"), subject to the terms and conditions contained herein or added hereto. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Master Trust Indenture dated as of November 4, 2004, as amended and supplemented (the "Master Indenture"), and as further amended and supplemented by the Sixth Supplemental Trust Indenture dated as of March 1, 2018 (the "Sixth Supplemental Indenture" and together with the Master Indenture, the "Indenture") each by and between the District U.S. Bank National Association (the "Trustee").

To keep this Commitment in effect after the Expiration Date set forth above, a request for renewal must be submitted to AGM prior to such expiration date. AGM reserves the right to refuse wholly or in part to grant a renewal. To keep the Commitment in effect to the Expiration Date set forth above, AGM must receive a duplicate of this Commitment executed by an authorized officer of the Issuer by the date which is ten days from the date of this Commitment.

THE RESERVE POLICY SHALL BE ISSUED UPON SATISFACTION OF THE FOLLOWING CONDITIONS:

- The documents to be executed and delivered in connection with the issuance and sale of the Bonds shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
- No event shall occur which would permit any purchaser of the Bonds, otherwise required, not to be required to 2. purchase the Bonds on the date scheduled for the issuance and delivery thereof.
- There shall be no material change in or affecting the Bonds (including, without limitation, the security for the Bonds) or the financing documents or the Official Statement (or any similar disclosure documents) to be executed and delivered in connection with the issuance and sale of the Bonds from the descriptions or forms thereof approved by AGM.
- Any Official Statement (or similar disclosure document) relating to the Bonds shall contain only such references to the Reserve Policy and AGM as AGM shall supply or approve.
- The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final 5. maturity date of the Bonds.

- 6. AGM shall insure at least 50% of the Bonds, including the final maturity thereof, pursuant to its Commitment Letter dated July 10, 2018.
- 7. The Authorizing Document shall incorporate the terms and provisions set forth in Exhibit A Authorizing Document Requirements.
- 8. Prior to closing of the Bonds, AGM shall be provided with:
 - (a) A letter from Nabors, Giblin & Nickerson ("Bond Counsel") addressed to AGM to the effect that AGM may rely on the approving opinion(s) of Bond Counsel as if such opinion(s) were addressed to AGM:
 - (b) An opinion(s) of Bond Counsel, addressed to and in form and substance satisfactory to AGM, as to (i) the due authorization, validity and enforceability of the Authorizing Document, the Insurance Agreement and, to the extent not contained in the Authorizing Document, the document which incorporates the requirements set forth in Exhibit A hereto, (ii) the Reserve Policy constituting a permitted debt service reserve instrument under the applicable provisions of the Authorizing Document, (iii) the repayment obligations owed to AGM in connection with the Reserve Policy being secured by a valid lien on all revenues and other collateral securing the Bonds (subject only to the priority of payment provisions set forth under the Authorizing Document), and (iv) such other matters AGM shall reasonably request;
 - (c) A fully-executed copy of the Insurance Agreement in substantially the form of Exhibit C hereto; and
 - (d) Evidence of wire transfer in federal funds in an amount equal to the insurance premium, unless alternative arrangements for the payment of such amount acceptable to AGM have been made prior to the delivery date of the Reserve Policy.
- 9. Promptly after the issuance of the Reserve Policy, AGM shall receive a complete set of executed documents implementing the requirements of this Commitment.

ASSURED GUARANTY MUNICIPAL CORP.

Authorized Officer

*To keep this commitment in effect to the Expiration Date set forth on the first page, AGM must receive by the date which is ten days from the date of this Commitment a duplicate of this Commitment executed by an appropriate officer of the Issuer.

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The undersigned, an authorized officer of the Issuer, agrees that (i) if the debt service reserve fund requirement for the Bonds is satisfied by a credit instrument, such credit instrument shall be the Reserve Policy provided by AGM in accordance with the terms of this Commitment; (ii) the Issuer has made its own independent investigation and decision as to whether to obtain the Reserve Policy and whether the Reserve Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) AGM has not made, and therefore the Issuer is not relying on, any recommendation from AGM that the Issuer deposit a credit instrument into the debt service reserve fund for the Bonds or obtain the Reserve Policy; it being understood and agreed that communications from AGM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Reserve Policy, any related insurance document or the documentation governing the Bonds do not constitute a recommendation to obtain the Reserve Policy; (iv) the Issuer acknowledges that AGM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, concerning its future financial strength or the rating of AGM's financial strength by the rating agencies; (v) the Issuer acknowledges that the ratings of AGM reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies; (vi) the Issuer understands that such ratings may not continue for any given time period and instead may change over time, including, without limitation, being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by AGM in its sole discretion; (vii) the Issuer acknowledges that AGM undertakes no responsibility to bring to its attention, and shall have no liability for, the placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such review for possible downgrade, downward revision or withdrawal may have an adverse affect on the Bonds or on the Reserve Policy constituting a permitted debt service reserve instrument under the Authorizing Document; and (viii) the Issuer acknowledges that AGM pays rating agencies to rate AGM's financial strength, but that such payment is not in exchange for any specific rating or for a rating within any particular range. Notwithstanding anything to the contrary set forth herein, the provisions set forth under subparagraphs (ii) through (viii) above shall survive the expiration or termination of this Commitment.

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

Ву:			
Title:			
Date:			

SIXTH SUPPLEMENTAL INDENTURE REQUIREMENTS

The Sixth Supplemental Indenture shall incorporate the following requirements either in one section or article entitled "Provisions Relating to Reserve Policy" (or the like), the provisions of which section or article shall be stated in the Sixth Supplemental Indenture to govern, notwithstanding anything to the contrary set forth in the Indenture, or individually in the appropriate sections. The Sixth Supplemental Indenture otherwise shall be in form and substance acceptable to AGM:

Definition for "Policy Costs":

"Policy Costs" shall mean costs owed to the Insurer in connection with the repayment of draws under the Reserve Policy and payment of expenses and the interest accrued thereon at the Late Payment Rate.

Provisions for Reserve Policy Section:

(a) The District shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by AGM and shall pay interest thereon from the date of payment by AGM at the Late Payment Rate (as defined in the Bond Policy Commitment. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by AGM, with the same force and effect as if the District had specifically designated such extra sums to be so applied and AGM had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of Policy Costs shall be made from all available monies under the Indenture on the earliest dates such amounts are available until all Policy Costs are paid in full.

Amounts in respect of Policy Costs paid to AGM shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to AGM on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2018A-1 Bonds (subject only to the priority of payment provisions set forth under the Indenture).

Before any drawing may be made on the Reserve Policy or any other Credit Facility on deposit to the credit of the Series 2018A-1 Reserve Account in lieu of cash, the Trustee shall first transfer cash on deposit in the Series 2018A-2 Reserve Account established for the Series 2018A-2 Bonds and then transfer cash on deposit in the Series 2018A-1 Reserve Account established for the Series 2018A-1 Bonds to the Debt Service Fund for the Series 2018A-1 Bonds for payment of the Debt Service on the Series 2018A-1 Bonds. Payment of any Policy Costs shall be made prior to replenishment of any cash amounts. In the event another Credit Facility is on deposit in the Series 2018A-1 Reserve Account, draws on all Credit Facilities on deposit in the Series 2018A-1 Reserve Account (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 2018-2 Reserve Account and then the Series 2018A-1 Reserve Account to the payment of debt service on the Series 2018A-1 Bonds. Payment of Policy Costs and reimbursement of amounts with respect to such Credit Facilities shall be made on a pro-rata basis (calculated by reference to the relative percentages by which draws were made on such Credit Facilities) prior to replenishment of any cash drawn from the Series 2018A-1 Reserve Account or Series 2018-2 Reserve Account. For the avoidance of doubt, "available coverage" means the coverage then available for

disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

- (b) Draws under the Reserve Policy may only be used to make payments on Series 2018A-1 Bonds.
- (c) If the District shall fail to pay any Policy Costs in accordance with the requirements of subparagraph (a) hereof, AGM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture other than (i) acceleration of the maturity of the Series 2018A-1 Bonds or (ii) remedies which would adversely affect owners of the Series 2018A-1 Bonds.
- (d) The Indenture shall not be discharged until all Policy Costs owing to AGM shall have been paid in full as certified in writing by the District to the Trustee. The District's obligation to pay such amounts shall expressly survive payment in full of the Series 2018A-1 Bonds.
- (e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of subparagraph (a) hereof and to provide notice to AGM in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Series 2018A-1 Bonds.
- (f) The Reserve Policy shall expire on the earlier of the date the Series 2018A-1 Bonds are no longer outstanding and the final maturity date of the Series 2018A-1 Bonds.



MUNICIPAL BOND DEBT SERVICE RESERVE INSURANCE POLICY

Policy No.:	ISSUER:
Effective Date:	BONDS:
Premium: \$	
Termination Date:	

ASSURED GUARANTY MUNICIPAL CORP. ("AGM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") as set forth in the documentation (the "Bond Document") providing for the issuance of and securing the Bonds, for the benefit of the Owners, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

AGM will make payment as provided in this Policy to the Trustee or Paying Agent on the later of the Business Day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which AGM shall have received Notice of Nonpayment, in a form reasonably satisfactory to it. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by AGM is incomplete, it shall be deemed not to have been received by AGM for purposes of the preceding sentence and AGM shall promptly so advise the Trustee, Paying Agent or Issuer, as appropriate, who may submit an amended Notice of Nonpayment. Payment by AGM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of AGM under this Policy. Upon such payment, AGM shall become entitled to reimbursement of the amount so paid (together with interest and expenses) pursuant to the Insurance Agreement.

The amount available under this Policy for payment shall not exceed the Policy Limit. The amount available at any particular time to be paid to the Trustee or Paying Agent under the terms of this Policy shall automatically be reduced by any payment under this Policy. However, after such payment, the amount available under this Policy shall be reinstated in full or in part, but only up to the Policy Limit, to the extent of the reimbursement of such payment (exclusive of interest and expenses) to AGM by or on behalf of the Issuer. Within three Business Days of such reimbursement, AGM shall provide the Trustee, the Paying Agent and the Issuer with notice of the reimbursement and reinstatement.

Payment under this Policy shall not be available with respect to (a) any Nonpayment that occurs prior to the Effective Date or after the Termination Date of this Policy or (b) Bonds that are not outstanding under the Bond Document. If the amount payable under this Policy is also payable under another insurance policy or surety bond insuring the Bonds, payment first shall be made under this Policy to the extent of the amount available under this Policy up to the Policy Limit. In no event shall AGM incur duplicate liability for the same amounts owing with respect to the Bonds that are covered under this Policy and any other insurance policy or surety bond that AGM has issued.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York are, or the Insurer's Fiscal Agent is, authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless AGM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the

stated date for payment of interest. "Insurance Agreement" means the Insurance Agreement dated as of the effective date hereof in respect of this Policy, as the same may be amended or supplemented from time to time. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer that has been recovered from such Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from the Issuer, the Trustee or the Paying Agent to AGM which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment of principal or interest thereunder, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds. "Policy Limit" shall be the dollar amount of the debt service reserve fund required to be maintained for the Bonds by the Bond Document from time to time (the "Debt Service Reserve Requirement"), but in no event shall the Policy Limit exceed \$. The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of each reduction in the Debt Service Reserve Requirement, as provided in the Bond Document.

AGM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to AGM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to AGM and shall not be deemed received until received by both and (b) all payments required to be made by AGM under this Policy may be made directly by AGM or by the Insurer's Fiscal Agent on behalf of AGM. The Insurer's Fiscal Agent is the agent of AGM only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of AGM to deposit or cause to be deposited sufficient funds to make payments due under this Policy

To the fullest extent permitted by applicable law, AGM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to AGM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of AGM, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be cancelled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, ASSURED GUARANTY MUNICIPAL CORP. has caused this Policy to be executed on its behalf by its Authorized Officer.

exceded of the bendin by his relationized officer		
	ASSURED GUARANTY MUNICIPAL COR	
	ByAuthorized Officer	
Form 501 NY (6/90)	(212) 974-0100	

INSURANCE AGREEMENT

THIS INSURANCE AGREEMENT, dated, 2018 (the "Agreement"), by and between Rivers Edge Community Development District (the "District") and Assured Guaranty Municipal Corp. (the "Insurer").
In consideration of the issuance by the Insurer of its Municipal Bond Debt Service Reserve Insurance Policy NoR (the "Reserve Policy") with respect to the District's Capital Improvement Revenue and Refunding Bonds, Series 2018A-1 Senior Lien Bonds (the "Series 2018A-1 Bonds") issued under the Master Trust Indenture dated as of
supplemented by the Supplemental Trust Indenture dated as of (the "Sixth
Supplemental Indenture" and together with the Master Indenture, the "Indenture") each by and between the District
and U.S. Bank National Association (the "Trustee") and the District's payment to the Insurer of the insurance premium
for the Reserve Policy, the Insurer and the District hereby covenant and agree as follows:
4. The second by the Leaves and the Decese Delies, the leaves the Hermitah to the District

- 1. Upon any payment by the Insurer under the Reserve Policy, the Insurer shall furnish to the District written instructions as to the manner in which payment of amounts owed to the Insurer as a result of such payment under the Reserve Policy shall be made. Amounts drawn under the Reserve Policy shall be used solely to pay scheduled payments of principal and interest due on the Series 2018A-1 Bonds.
- The District shall pay the Insurer the principal amount of any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2018A-1 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such national bank as the Insurer shall designate. If the interest provisions of this Section 2 shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the District had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.
- 3. Repayment of draws and payment of expenses and the interest accrued thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs related to such draw. Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due.
- 4. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

- Before any drawing may be made on the Reserve Policy or any other Credit Facility on deposit to 5. the credit of the Series 2018A-1 Reserve Account in lieu of cash, the Trustee shall first transfer cash on deposit in the Series 2018A-2 Reserve Account established for the Series 2018A-2 Bonds and then transfer cash on deposit in the Series 2018A-1 Reserve Account established for the Series 2018A-1 Bonds to the Debt Service Fund for the Series 2018A-1 Bonds for payment of the Debt Service on the Series 2018A-1 Bonds. Payment of any Policy Costs shall be made prior to replenishment of any cash amounts. In the event another Credit Facility is on deposit in the Series 2018A-1 Reserve Account, draws on all Credit Facilities on deposit in the Series 2018A-1 Reserve Account (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 2018-2 Reserve Account and then the Series 2018A-1 Reserve Account to the payment of debt service on the Series 2018A-1 Bonds. Payment of Policy Costs and reimbursement of amounts with respect to such Credit Facilities shall be made on a pro-rata basis (calculated by reference to the relative percentages by which draws were made on such Credit Facilities) prior to replenishment of any cash drawn from the Series 2018A-1 Reserve Account or Series 2018-2 Reserve Account. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.
- 6. If the District shall fail to pay any Policy Costs in accordance with the requirements of the Indenture and this Agreement, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Indenture, other than (i) acceleration of the maturity of the Series 2018A-1 Bonds or (ii) remedies which would adversely affect owners of the Series 2018A-1 Bonds.
- 7. The Indenture shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The District's obligation to pay such amounts shall expressly survive payment in full of the Series 2018A-1 Bonds.
- 8. In order to secure the District's payment obligations with respect to the Policy Costs, there is hereby granted and perfected in favor of the Insurer a security interest (subject only to the priority of payment provisions set forth under the Indenture) in all revenues and collateral pledged as security for the Series 2018A-1 Bonds.
- 9. The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of Section 5 hereof and shall provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Series 2018A-1 Bonds.
- 10. The District will pay or reimburse the Insurer any and all charges, fees, costs, losses, liabilities and expenses which the Insurer may pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Reserve Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Agreement, the Indenture or any other document executed in connection with the Series 2018A-1 Bonds (the "Related Documents"), including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the District) relating to this Agreement, the Indenture or any other Related Document or the transactions contemplated by the Related Documents, (iii) the foreclosure against, sale or other disposition of any collateral securing any obligations under this Agreement, the Indenture or any other Related Document, if any, or the pursuit of any remedies under this Agreement, the Indenture or any other Related Document, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, (iv) any amendment, waiver or other action with respect to, or related to this Agreement, the Indenture, the Reserve Policy or any other Related

Document whether or not executed or completed, or (v) any action taken by the Insurer to cure a default or termination or similar event (or to mitigate the effect thereof) under the Indenture or any other Related Document; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Insurer spent in connection with the actions described in clauses (ii)-(v) above. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Agreement, the Indenture or any other Related Document. Amounts payable by the District hereunder shall bear interest at the Late Payment Rate from the date such amount is paid or incurred by the Insurer until the date the Insurer is paid in full.

- The obligation of the District to pay all amounts due under this Agreement shall be an absolute and unconditional obligation of the District and will be paid or performed strictly in accordance with this Agreement, irrespective of (i) any lack of validity or enforceability of or any amendment or other modifications of, or waiver with respect to the Series 2018A-1 Bonds, the Indenture or any other Related Document, or (ii) any amendment or other modification of, or waiver with respect to the Reserve Policy; (iii) any exchange, release or non-perfection of any security interest in property securing the Series 2018A-1 Bonds, this Agreement, the Indenture or any other Related Documents; (iv) whether or not such Series 2018A-1 Bonds are contingent or matured, disputed or undisputed, liquidated or unliquidated; (v) any amendment, modification or waiver of or any consent to departure from this Agreement, the Reserve Policy, the Indenture or all or any of the other Related Documents; (vi) the existence of any claim, setoff, defense (other than the defense of payment in full), reduction, abatement or other right which the District may have at any time against the Trustee or any other person or entity other than the Insurer, whether in connection with this Agreement, the transactions contemplated herein, in the Indenture or in any other Related Documents or any unrelated transactions; (vii) any statement or any other document presented under or in connection with the Reserve Policy proving in any and all respects invalid, inaccurate, insufficient, fraudulent or forged or any statement therein being untrue or inaccurate in any respect; or (viii) any payment by the Insurer under the Reserve Policy against presentation of a certificate or other document which does not strictly comply with the terms of the Reserve Policy.
- 12. Notices to the Insurer shall be sent to the following address (or such other address as the Insurer may designate in writing): Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director Surveillance, Re: Policy No. -R.
- 13. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such agreements, provisions or terms shall be deemed severable from the remaining agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.
- 14. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture.
- 15. This Agreement may be executed in counterparts, each of which alone and all of which together shall be deemed one original Agreement.
- 16. This Agreement and the rights and obligations of the parties of the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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RIVERS DISTRICT	EDGE	COMMUNITY NS COUNTY, FL	DEVELOPMENT .ORIDA)	ASSURED	GUARANTY MUNICIPAL CORP.	
		,	,	Ву:		
By:				Title:	Authorized Officer	

respective names as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their

PROCEDURES FOR PREMIUM PAYMENT TO ASSURED GUARANTY MUNICIPAL CORP. ("AGM")

AGM's issuance of its municipal bond debt service reserve insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Confirmation of

Upon determination of the final debt service

Amount to be Paid:

schedule, fax such schedule to AGM

Attention:

Maria Sazon, Director

Phone No.: Fax No.: 212-339-0836 212-408-6090

Confirm with AGM's credit analyst that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date:

Date of Delivery of the insured bonds.

Method of Payment:

Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:

The Bank of New York

ABA#:

021 000 018

Acct. Name:

Assured Guaranty Municipal Corp.

Account No.:

8900297263

Transaction No.:

154463 D

CONFIRMATION OF PREMIUM WIRE NUMBER AT CLOSING

AGM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated on the closing date to Audrey Udit-Adler, Closing Coordinator, (212) 339-3548.

ASSURED GUARANTY MUNICIPAL CORP.

DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS

(Revised June 27, 2018)

This information is intended for use by Bond Counsel, printers and preparers of municipal bond offerings that will be insured by Assured Guaranty Municipal Corp. ("AGM"). Prior to any reference to AGM in your marketing efforts in respect of an AGM-insured issue, AGM must receive an executed copy of its commitment letter. Blacklined copies of each draft of each financing document, preliminary and final official statements, and bond form should be delivered to AGM for review and comment with reasonable opportunity to submit any comments prior to printing. AGM will deliver to Bond Counsel, at the preclosing, assuming the requirements of the commitment letter have been met, an opinion of counsel as to the validity of the policy, a disclosure, no default and tax certificate of AGM, the executed policy and other certificates required in the transaction. Prior to closing, AGM will obtain rating letters from the rating agencies indicated on the official statement. Note that any questions with regard to rating agency fees should be directed to the respective rating agency.

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Revised: June 27, 2018

LEGAL DEPARTMENT DIRECTORY

<u>NAME</u>	<u>TITLE</u>	TELEPHONE	<u>FAX</u>
PUBLIC FINANCE ATTOR	RNEYS		
Lyons, Kevin Schreiber, Elliot Torkelson, Eric Tremblay, Peter Woodruff, Natalie Workman, Terence	Deputy General Counsel Counsel Counsel Counsel Counsel Counsel	(212) 339-3546 (212) 339-0869 (212) 408-6057 (212) 261-5564 (212) 261-5553 (212) 408-6053	(212) 857-0439 (212) 857-0518 (212) 581-3268 (212) 857-0316 (212) 857-0289 (212) 581-3268
LEGAL ASSISTANTS			
Cinquegrana, Nicole Paredes, Erika Udit-Adler, Audrey	Legal Assistant/Closing Coordinator Legal Assistant/Closing Coordinator Legal Assistant /Closing Coordinator	(212) 261-5593 (212) 893-2706 (212) 339-3548	(212) 581-3278 (212) 857-0349 (212) 857-0560

ASSURED GUARANTY MUNICIPAL CORP. ("AGM") DISCLOSURE INFORMATION (FOR INCLUSION IN THE OFFICIAL STATEMENT)

The following are AGM's requirements for printing the preliminary and final official statements:

- 1. Both the preliminary and final official statements must contain the information set forth in these Exhibits and AGM must be provided with final drafts for its approval and sign off thereon at least two business days prior to the printing thereof;
- 2. Any changes made to the AGM Disclosure Information for inclusion in the preliminary and final official statements must first be approved by AGM, and
- 3. AGM must receive 4 final official statements upon printing.

TO BE PRINTED ON THE COVER OF THE OFFICIAL STATEMENT:

The following language should be used when insuring:

1. THE ENTIRE ISSUE:

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by **ASSURED GUARANTY MUNICIPAL CORP.**

2. CAPITAL APPRECIATION BONDS:

The scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by **ASSURED GUARANTY MUNICIPAL CORP.**

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

The scheduled payı	ment of principal of and int	erest on	the Bonds	matu	ıring on		
of the years	through	,	inclusive	(the	"Insured	Bonds"),	when
due will be guarant	eed under an insurance po	olicy to b	e issued c	oncu	rrently wit	h the deliv	ery of
the Insured Bonds I	by ASSURED GUARANTY	MUNIC	IPAL COP	RP.			

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

PRINTER'S NOTE: USE ASSURED GUARANTY MUNICIPAL CORP.
LOGO AND INK #PMS 202 FOR RED INK and INK #PMS 647 FOR BLUE INK.
IF THIS DOCUMENT WAS MAILED IN HARDCOPY, A LOGO SHEET IS ATTACHED.
OTHERWISE, THE LOGO MAY BE REQUESTED FROM AGM'S WEBSITE

ASSUREDGUARANTY.COM/LOGOS

TO BE PRINTED IN THE BODY OF THE OFFICIAL STATEMENT OR AS AN EXHIBIT

USE THE FOLLOWING LANGUAGE WHEN INSURING THE ENTIRE ISSUE:

NOTE: The language under the subheading "Bond Insurance Policy" should be modified when insuring Capital Appreciation Bonds, Partial Maturities (less than the entire issue), Certificates and/or Notes. See page 4 of Exhibit 1 for the appropriate language.

BOND INSURANCE

BOND INSURANCE POLICY

Concurrently with the issuance of the Bonds, Assured Guaranty Municipal Corp. ("AGM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

ASSURED GUARANTY MUNICIPAL CORP.

AGM is a New York domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO". AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM's financial strength is rated "AA" (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), "AA+" (stable outlook) by Kroll Bond Rating Agency, Inc. ("KBRA") and "A2" (stable outlook) by Moody's Investors Service, Inc. ("Moody's"). Each rating of AGM should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Current Financial Strength Ratings

On June 26, 2018, S&P announced it had affirmed AGM's financial strength rating of "AA" (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On May 7, 2018, Moody's announced it had affirmed AGM's insurance financial strength rating of "A2" (stable outlook). AGM can give no assurance as to any further ratings action that Moody's may take.

On January 23, 2018, KBRA announced it had affirmed AGM's insurance financial strength rating of "AA+" (stable outlook). AGM can give no assurance as to any further ratings action that KBRA may take.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2017.

Capitalization of AGM

At March 31, 2018:

- The policyholders' surplus of AGM was approximately \$2,247 million.
- The contingency reserves of AGM and its indirect subsidiary Municipal Assurance Corp. ("MAC") (as described below) were approximately \$1,133 million. Such amount includes 100% of AGM's contingency reserve and 60.7% of MAC's contingency reserve.
- The net unearned premium reserves of AGM and its subsidiaries (as described below) were approximately \$1,646 million. Such amount includes (i) 100% of the net unearned premium reserves of AGM and AGM's wholly owned subsidiaries Assured Guaranty (Europe) plc, Assured Guaranty (UK) plc, CIFG Europe S.A. and Assured Guaranty (London) plc (together, the "AGM European Subsidiaries") and (ii) 60.7% of the net unearned premium reserve of MAC.

The policyholders' surplus of AGM and the contingency reserves and net unearned premium reserves of AGM and MAC were determined in accordance with statutory accounting principles. The net unearned premium reserves of the AGM European Subsidiaries were determined in accordance with accounting principles generally accepted in the United States of America.

Incorporation of Certain Documents by Reference

Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2017 (filed by AGL with the SEC on February 23, 2018); and
- (ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018 (filed by AGL with the SEC on May 4, 2018).

All consolidated financial statements of AGM and all other information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof "furnished" under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at http://www.assuredguaranty.com, or will be provided upon request to Assured Guaranty Municipal Corp.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred

to above, no information available on or through AGL's website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption "BOND INSURANCE – Assured Guaranty Municipal Corp." or included in a document incorporated by reference herein (collectively, the "AGM Information") shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

AGM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading "BOND INSURANCE".

The Bond Insurance language for the Official Statement under the subheading "Bond Insurance Policy" should be replaced with the following language when insuring:

1. CAPITAL APPRECIATION BONDS:

Concurrently with the issuance of the Bonds, Assured Guaranty Municipal Corp. ("AGM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

2. PARTIAL MATURITIES (LESS THAN THE ENTIRE ISSUE):

Concurrently with	the issuance	of the Bonds	, Assured Gu	iaranty Mun	icipal Co	rp.
("AGM") will issue	its Municipal	Bond Insurance	e Policy (the	"Policy") for	the Bon	ıds
maturing on	of the yea	ars th	rough	, incl	usive (t	he
"Insured Bonds").	The Policy gu	arantees the s	cheduled pay	ment of prin	cipal of a	nd
interest on the Insu	ired Bonds wh	en due as set	forth in the for	m of the Pol	icy includ	ed
as an exhibit to this	Official Staten	nent.				

3. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

TO BE PRINTED ON THE INSIDE COVER OF OFFICIAL STATEMENT AS PART OF THE DISCLAIMER STATEMENT:

Assured Guaranty Municipal Corp. ("AGM") makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading "Bond Insurance" and "Exhibit ___ - Specimen Municipal Bond Insurance Policy".

PROCEDURES FOR PREMIUM PAYMENT TO ASSURED GUARANTY MUNICIPAL CORP. ("AGM")

This form is not to be included in the Official Statement.

AGM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Upon determination of the final debt service schedule, fax such schedule to the appropriate AGM Analyst, Attention: MUNICIPAL DEPARTMENT:

NEW YORK OFFICE

CALIFORNIA OFFICE

Phone No. (212) 974-0100 Phone No. (415) 995-8000 Fax No. (212) 339-3450 Fax No. (415) 995-8008

Confirm with the individual in our underwriting department that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date: Date of Delivery of the insured bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank: The Bank of New York

ABA#: 021 000 018

Acct. Name: Assured Guaranty Municipal Corp.

Account No.: 8900297263

Policy No.: [To Be Assigned]

CONFIRMATION OF PREMIUM

AGM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated to the appropriate Legal Assistant on the closing date:

NEW YORK OFFICE

 Nicole Cinquegrana
 (212) 261-5593

 Erika A. Paredes
 (212) 893-2706

 Audrey Udit-Adler
 (212) 339-3548

STATEMENT OF INSURANCE (Language for the Bond Form) This form is not to be included in the Official Statement.

The Bonds shall bear a Statement of Insurance in the following form.

The following language should be used when insuring

1. THE ENTIRE ISSUE:

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to **{insert name of paying agent}**, **{city or county}**, **{state}**, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

2. CAPITAL APPRECIATION BONDS:

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") in respect of the scheduled payments due of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on this Bond to {insert name of paying agent}, {city or county}, {state}, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has
delivered its municipal bond insurance policy (the "Policy") with respect to
the scheduled payments due of principal of and interest on the Bonds
maturing on of the years through,
inclusive (the "Insured Bonds"), to {insert name of paying agent}, {city
or county}, {state}, or its successor, as paying agent for the Insured
Bonds (the "Paying Agent"). Said Policy is on file and available for
inspection at the principal office of the Paying Agent and a copy thereof

may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

4. **CERTIFICATES OR NOTES:**

Change all references from the Bonds to Certificates or Notes wherever necessary, but $\underline{\text{DO NOT}}$ change the reference to the policy from Municipal Bond Insurance Policy.



MUNICIPAL BOND INSURANCE POLICY

ISSUER: Policy No: -N

BONDS: \$ in aggregate principal amount of Effective Date:

Premium: \$

ASSURED GUARANTY MUNICIPAL CORP. ("AGM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of AGM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which AGM shall have received Notice of Nonpayment, AGM will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by AGM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest, then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in AGM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by AGM is incomplete, it shall be deemed not to have been received by AGM for purposes of the preceding sentence and AGM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, AGM shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by AGM hereunder. Payment by AGM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of AGM under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless AGM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which from has heen recovered such Owner pursuant

United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to AGM which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

AGM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to AGM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to AGM and shall not be deemed received until received by both and (b) all payments required to be made by AGM under this Policy may be made directly by AGM or by the Insurer's Fiscal Agent on behalf of AGM. The Insurer's Fiscal Agent is the agent of AGM only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of AGM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, AGM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to AGM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of AGM, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto. (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, ASSURED GUARANTY MUNICIPAL CORP. has caused this Policy to be executed on its behalf by its Authorized Officer.



A subsidiary of Assured Guaranty Municipal Holdings Inc. 1633 Broadway, New York, N.Y. 10019 (212) 974-0100

Form 500NY (5/90)



RESOLUTION 2018-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE REFUNDING OF THE **OUTSTANDING 2008A BONDS AND DECLARING SPECIAL** ASSESSMENTS; INDICATING THE LOCATION, NATURE AND COST OF THOSE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE: PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING **FOR** AN ASSESSMENT PLAT: **ADOPTING** PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Rivers Edge Community Development District ("District") is a local unit of special-purpose government located in St. Johns County, Florida, and established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"); and

WHEREAS, the District previously adopted its *Improvement Plan*, dated October 27, 2006, as supplemented by that certain *Supplemental Engineers Report*, dated November 8, 2007, and as amended and restated by the *Amended and Restated Master Improvement Plan for the Rivers Edge Community Development District*, dated May 31, 2016, attached hereto as **Exhibit A** (together, "Improvement Plan"), which details certain improvements that were to be constructed, installed and/or acquired by the District, which is incorporated herein by this reference; and

WHEREAS, the District, as successor to the Main Street Community Development District ("Main Street"), previously issued its \$13,980,000 Capital Improvement Revenue Bonds, Series 2008A ("2008A Bonds") and its \$19,350,000 Capital Improvement Revenue Bonds, Series 2008B ("2008B Bonds" and together with the 2008A Bonds, "Original Bonds"); and

WHEREAS, in connection with the issuance of the Original Bonds, the District adopted Main Street Resolutions 2007-20, 2007-21, 2007-22, 2008-06, and 2008-07 and District Resolutions 2007-17, 2007-19, 2007-20, 2008-06, and 2008-07, which levied debt assessments securing the Original Bonds ("Original Assessments"); and

WHEREAS, the 2008B Bonds were paid in full in a previous fiscal year and are no longer outstanding; and

WHEREAS, the District previously issued its \$10,765,000 Capital Improvement Revenue and

Refunding Bonds, Series 2016, which was used to refund and defease approximately \$5,315,000 in aggregate principal amount of the Series 2008A Bonds; and

WHEREAS, the Original Bonds were issued and the Original Assessments were levied to pay the costs of a portion of the improvements described in the Improvement Plan; and

WHEREAS, the District has determined that it is in the best interest of the District and its residents to refund and refinance the remaining 2008A Bonds ("Outstanding 2008A Bonds") in order to reflect the current economic environment and take advantage of interest rate savings; and

WHEREAS, the District hereby declares its intent to allocate additional debt (i.e. in addition to the debt represented by the Outstanding 2008A Bonds) to the lots and lands within the District that benefit from the Improvement Plan and thereby increase the amount of the special assessment lien imposed thereon, with the amount of the proposed debt assessments to be levied by the District on such residential lots and lands to fund items including, but not limited to, the debt service reserve and costs of issuance on the Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Bonds) and the Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Bonds) (together, "2018A Bonds") to be issued to refund the Outstanding 2008A Bonds ("2018A Assessments"); and

WHEREAS, notwithstanding the foregoing recital, the total annual 2018A Assessments levied against each lot and parcel of land will be less than the total annual amount of Original Assessments now being paid by such property owners; and

WHEREAS, notwithstanding the District's adoption of this resolution to begin the process of levying the 2018A Assessments, the Original Assessments proposed to be refinanced shall remain valid and binding until such time as the District levies the 2018A Assessments and issues the 2018A Bonds to be secured by the 2018A Assessments; and

WHEREAS, the District is empowered by Chapter 190, *Florida Statutes*, the Uniform Community Development District Act, and Chapter 170, *Florida Statutes*, Supplemental Alternative Method of Making Local and Municipal Improvements, and Chapter 197, *Florida Statutes*, to continue implementation of the Improvement Plan and to levy the 2018A Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the District's *Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Bonds) and the Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Bonds)*, dated July____, 2018 and attached hereto as **Exhibit B** incorporated herein by this reference ("Series 2018 Assessment Report"), and on file at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Records Office"); and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments" contemplated by Section 170.03, *Florida Statutes*, for the assessment lien(s) levied against certain property as described in **Exhibit B** that collectively comprise the 2018A

Assessments; and

WHEREAS, the District hereby determines that the 2018A Assessments to be levied will not exceed the benefits to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:

- **Section 1.** The 2018A Assessments shall be levied to defray the cost of a portion of the improvements described in the previously adopted Improvement Plan ("Improvements").
- **Section 2.** The nature and general location of, and plans and specifications for, the Improvements are on file at the District Records Office. **Exhibit A** is also on file and available for public inspection at the same locations.
- **Section 3.** The total cost of the Improvements is \$119,917,590.79 ("Improvements Cost").
- **Section 4.** The 2018A Assessments will collectively defray approximately which includes a portion of the Improvements Cost plus financing related costs, debt service reserve and contingency, as applicable.
- **Section 5.** The manner in which the 2018A Assessments shall be apportioned and paid is set forth in **Exhibit B**.
- **Section 6.** The 2018A Assessments shall be levied, within the District, on certain lots and lands adjoining and contiguous or bounding and abutting upon such Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for; provided that no debt service assessments shall be levied on lots for which debt assessments securing the 2008A Bonds have been prepaid in full.
- **Section 7.** There is on file, at the District Records Office, an assessment plat showing the areas to be assessed, with certain plans and specifications describing the Improvements and the Improvements Cost, all of which shall be open to inspection by the public.
- **Section 8.** Commencing with the year in which the 2018A Assessments are certified for collection, the 2018A Assessments shall be paid in not more than twenty-one (21) annual installments or the maximum period of time permitted by law then in effect. The 2018A Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes* ("Uniform Method"); provided, however, that in the event the Uniform Method is not available to the District in any year, or if determined by the District to be in its best interest, the 2018A Assessments, or any portion thereof, may be collected as is otherwise permitted by law.
 - **Section 9.** The District Manager has caused to be made a preliminary assessment roll, in

accordance with the Series 2018 Assessment Report, included in **Exhibit B** hereto, which identifies the lands assessed, the amount of benefit to and the assessment against each parcel of land and the number of annual installments into which the assessment may be divided, which is hereby adopted and approved as the District's Preliminary Series 2018 Assessment Roll.

Section 10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.

Section 11. The District Manager is hereby directed to cause this resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within St. Johns County, Florida, and to provide such other notice as may be required by law or desired in the best interests of the District.

Section 12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 18th day of July, 2018.

Attest:	RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT	
Secretary	Chairman, Board of Supervisors	
Exhibit A:	Capital Improvement Plan Series 2018 Assessment Report dated 2018	



RESOLUTION 2018-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE REFUNDING OF THE SERIES 2008A BONDS AND SETTING A PUBLIC HEARING TO BE HELD ON SEPTEMBER 12, 2018, AT 11:00 A.M. AT THE RIVERTOWN AMENITY CENTER, 156 LANDING STREET, ST. JOHNS, FL 32259 FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.

WHEREAS, the Board of Supervisors of the Rivers Edge Community Development District ("Board") has previously adopted Resolution 2018-11, entitled

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE REFUNDING OF THE SERIES 2008A BONDS AND DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND COST OF THOSE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS: PROVIDING THE PORTION OF THE COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE: PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, in accordance with Resolution 2018-11, a preliminary Series 2018 Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("District Records Office").

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:

- 1. There is hereby declared a public hearing to be held at 11:00 A.M on September 12, 2018 at the RiverTown Amenity Center, 156 Landing Street, St. Johns, FL 32259 for the purpose of hearing comment and objections to the proposed special assessment program for refunding the District's Series 2008A Special Assessment Bonds and District improvements as identified in the Preliminary Series 2018 Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.
- 2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within St. Johns County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.
 - **3.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 18th day of July, 2018.

ATTEST:	RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
Secretary / Asst. Secretary	Chairman



RESOLUTION 2018-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING THE AWARD OF A LANDSCAPE AND IRRIGATION MAINTENANCE CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge Community Development District ("District"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida, has competitively solicited proposals from contractors interested in providing landscape and irrigation maintenance services to the District (the "Services"); and

WHEREAS, the District's Board of Supervisors (the "Board") previously elected in the best interests of the District to competitively solicit proposals for the Services in accordance with section 190.033, *Florida Statutes*, and the District's Rules of Procedure using a request for proposal format (the "RFP") to allow the District to make an award to the most responsive and responsible contractor based upon the evaluation criteria contained in the RFP; and

WHEREAS, the District has received and opened proposals from four (4) contractors interested in providing the Services; and

WHEREAS, the Board met in public session on July 18, 2018 to review and evaluate these proposals in light of the evaluation criteria adopted by the Board; and

WHEREAS, the Board reviewed each proposal and awarded points to each proposal using the evaluation criteria contained in the RFP; and

WHEREAS, the Board hereby determines to award [points to Yellowstone;
points to Brightview; points to Precision Turf; and	points to Verde Go
based upon the evaluation criteria found in the RFP; and	

WHEREAS, the Board hereby determines to award the contract for Services to as the most responsive, responsible proposer in accordance with the terms of the RFP.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The response of ______ is the response which is the most responsive and responsible and which best serves the interests of the District.

SECTION 2.		shall be awarded a contract for the
Services in accordance	with the terms and conditions of the	RFP.
District's Rules of Prothe District are hereby	ocedure. The District's Chairman, m	o all proposers in accordance with the tembers of the Board and the staff of tions as are necessary to ensure the
	If any provision of this Resolution is in full force and effect.	held to be illegal or invalid, the other
SECTION 5. in effect unless rescind		ve upon its passage and shall remain
PASSED AND	ADOPTED this 18th day of July, 20	018.
ATTEST:		RS EDGE COMMUNITY LOPMENT DISTRICT

Chairman, Board of Supervisors

Secretary



Ríver's Edge

Community Development District



Approved Budget Físcal Year 2019

July 18, 2018



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	Adopted Budget	Actual Thru	Projected 4	Projected Thru	Approved Budget
Description	FY 18	5/31/2018	Months	9/30/2018	FY 19
<u>Revenues</u>					
Assessments	\$1,499,928	\$1,498,065	\$3,435	\$1,501,500	\$1,695,825
Developer Cost Share - Mattamy (Roads/Stormwater Expenses)	\$90,507	\$0	\$90,507	\$90,507	\$328,501
Developer Funding - Mattamy (River Club Amenity)	\$282,211	\$108,237	\$186,608	\$294,845	\$489,706
Developer Funding - Mattamy (Special Events/Hurricane/Asset	\$0	\$0	\$95,764	\$95,764	\$0
Misc Income/Interest	\$1,000	\$6,000	\$6,000	\$12,000	\$4,000
Rental Revenue	\$5,000	\$6,249	\$3,125	\$9,374	\$5,000
Community Garden	\$0	\$0	\$0	\$0	\$2,000
Ríver Club Café - net sales	\$0	\$0	\$2,422	\$2,422	\$5,814
Total Revenues	\$1,878,646	\$1,618,551	\$387,861	\$2,006,412	\$2,530,846
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisor Fees	\$6,000	\$2,400	\$4,000	\$6,400	\$9,600
FICA Expense	\$459	\$184	\$115	\$298	\$735
Engineering (Prosser)	\$20,000	\$4,794	\$15,206	\$20,000	\$20,000
Assessment Roll	\$4,500	\$4,500	\$0	\$4,500	\$4,500
Attorney	\$40,000	\$26,204	\$3,796	\$30,000	\$30,000
Annual Audit	\$5,200	\$0	\$5,200	\$5,200	\$5,200
Trustee Fees	\$6,500	\$7,317	\$1,883	\$9,200	\$9,200
Dissemination	\$5,500	\$4,017	\$1,483	\$5,500	\$5,500
Arbitrage	\$1,200	\$1,200	\$0	\$1,200	\$1,200
Management Fees	\$45,000	\$30,000	\$15,000	\$45,000	\$45,000
Information Technology	\$2,500	\$1,667	\$833	\$2,500	\$2,500
Telephone	\$100	\$97	\$3	\$100	\$100
Postage	\$1,000	\$687	\$314	\$1,000	\$1,000
Printing & Binding	\$2,700	\$1,262	\$1,439	\$2,700	\$2,500
Insurance	\$8,038	\$8,038	\$0	\$8,038	\$8,100
Legal Advertising	\$3,000	\$637	\$2,363	\$3,000	\$3,000
Other Current Charges	\$1,000	\$785	\$215	\$1,000	\$1,000
Office Supplies	\$200	\$63	\$137	\$200	\$200
Dues, Licenses & Subscriptions	\$175	\$175	\$0	\$175	\$175
Total Administrative	\$153,072	\$94,026	\$51,986	\$146,011	\$149,510
Grounds Maintenance					
Field Operations Management (Vesta)	\$32,500	\$13,542	\$18,958	\$32,500	\$30,750
Landscape Maintenance (Brightview Landscape Services)	\$579,438	\$395,748	\$183,690	\$579,438	\$625,000
Mulch	\$70,000	\$55,208	\$14,793	\$70,000	\$100,000
Landscape Reserves	\$20,000	\$126,679	\$15,835	\$142,514	\$20,000
Irrigation Repairs and Maintenance	\$7,620	\$17,479	\$0	\$13,500	\$8,500
Lakes, Vegetation and Algae Control	\$52,980	\$32,575	\$20,405	\$52,980	\$56,340
Irrigation Water Use	\$200,000	\$141,675	\$58,325	\$200,000	\$240,000
Electric	\$6,000	\$22,340	\$5,660	\$28,000	\$28,000
Street Lighting & Signage Repairs and Replacements	\$5,000	\$8,598	\$2,402	\$11,000	\$7,500
Street and Drainage Maintenance	\$5,000	\$659	\$4,341	\$5,000	\$5,000
Other Repairs and Maintenance	\$2,500	\$24,052	\$3,007	\$27,059	\$7,500

Amenity Center - River House Sac,500 \$34,667 \$11,333 \$46,000 \$62,250 Efiguards/Pool Attendants (Vesta) \$36,500 \$2,883 \$33,617 \$36,500 \$32,712 Hospitality Staff (Vesta) \$0 \$0 \$41,276 \$41,276 \$55,890 Security Monitoring \$2,208 \$1,472 \$736 \$2,208 \$2,208 Security Guards \$60,000 \$41,956 \$18,044 \$60,000 \$60,000 Telephone \$8,600 \$8,568 \$32 \$8,600 \$8,600 Insurance \$34,609 \$33,446 \$0 \$33,446 \$34,500 General Facility Maint/Common Grounds Maint \$59,833 \$35,000 \$24,833 \$59,833 \$59,833 Pool Maintenance \$24,300 \$11,045 \$13,255 \$24,300 \$27,337 Pool Chemicals \$11,136 \$7,455 \$3,681 \$11,136 \$11,136 Innitorial Services/Supplies \$22,788 \$5,134 \$17,664 \$22,788 \$22,788 Window Cleanting \$2,767 \$928 \$1,839 \$2,767 \$2,767 Propane Gas \$500 \$548 \$52 \$600 \$650 Efectric \$25,000 \$15,839 \$9,161 \$25,000 \$25,000 Sever/Water/Irrigation \$36,753 \$17,660 \$19,073 \$36,753 \$36,755 Sepair and Replacements \$23,600 \$86,625 \$10,703 \$96,528 \$32,000 Refuse \$7,900 \$8,991 \$1,124 \$10,115 \$7,900 Rest Control \$5,840 \$3,200 \$2,640 \$5,840 \$5,840 Access Cards \$500 \$1,575 \$0 \$1,500 Special Events \$1,968 \$0 \$1,968 \$1,968 \$1,800 Other Current \$1,500 \$1,208 \$292 \$1,500 \$1,500 Special Events \$5000 \$43,993 \$6,007 \$50,000 \$54,300 Landscape Replacements \$5000 \$43,993 \$6,007 \$50,000 \$54,300 Landscape Replacements \$5000		Adopted	Actual	Projected	Projected	Approved
Amenity Center - River House Sept.		Budget	Thru	4	Thru	Budget
Samenty Center - River House Squered Manager / Lifestyle Director (Vesta) \$32,500 \$34,667 \$11,333 \$46,000 \$62,250 \$21,000 \$41,000 \$41,276 \$41,276 \$55,800 \$2,883 \$33,177 \$36,500 \$32,712 \$40,000 \$60,000	Description	FY 18	5/31/2018	Months	9/30/2018	FY 19
Semeral Manager / Lifestyle Director (Vesta) \$32,500 \$34,667 \$11,333 \$46,000 \$62,250 \$24,607 \$14,607 \$15,000 \$28,250 \$33,467 \$35,500 \$32,250 \$20,000 \$34,000 \$34,000 \$41,000 \$34,000 \$41,000	Total Grounds Maintenance	\$981,038	\$838,555	\$327,414	\$1,161,990	\$1,128,590
Semeral Manager / Lifestyle Director (Vesta) \$32,500 \$34,667 \$11,333 \$46,000 \$62,250 \$24,607 \$14,607 \$15,000 \$28,250 \$33,467 \$35,500 \$32,250 \$20,000 \$34,000 \$34,000 \$41,000 \$34,000 \$41,000						
	-	\$20.500	#24.007	#44.000	¢4C 000	# CO 050
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Source S	Other Current	\$1,500	\$1,208	\$292	\$1,500	\$1,500
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	Propane Gas	- \$500	\$0	\$292	\$292	\$750

	Adopted	Actual	Projected	Projected	Approved
	Budget	Thru	4	Thru	Budget
Description	FY 18	5/31/2018	Months	9/30/2018	FY 19
Electric	\$20,000	\$0	\$11,666	\$11,666	\$20,000
Sewer/Water/Irrigation	\$30,000	\$0	\$17,499	\$17,499	\$30,000
Repair and Replacements	\$5,000	\$0	\$2,917	\$2,917	\$5,000
Refuse	\$7,000	\$0	\$4,083	\$4,083	\$7,000
Pest Control	\$2,500	\$0	\$1,458	\$1,458	\$2,500
Facility Preventative Maintenance	\$2,000	\$0	\$1,167	\$1,167	\$2,000
Access Cards	\$0	\$0	\$0	\$0	\$0
License/Permits	\$1,500	\$0	\$875	\$875	\$1,500
Other Current	\$1,000	\$0	\$583	\$583	\$1,000
Special Events	\$20,000	\$0	\$11,666	\$11,666	\$20,000
Landscape Replacements	\$500	\$0	\$292	\$292	\$500
Office Supplies/Postage	\$500	\$0	\$292	\$292	\$500
Capital Expenditure	\$0	\$0	\$0	\$0	\$0
Capital Reserves	\$0	\$0	\$0	\$0	\$0
Café- labor & Other Expenses	\$0	\$0	\$30,021	\$30,021	\$72,050
Total Amenity Center Expenses	\$282,211	\$0	\$294,845	\$294,845	\$495,520
Total Expenses	\$1,851,896	\$1,314,933	\$901,744	\$2,212,698	\$2,530,846
Excess Revenues (Expenditures)	\$26,750	\$303,618	(\$513,884)	(\$206,287)	\$0

GENERAL FUND BUDGET

REVENUES:

Assessments

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund a portion of the General Operating Expenditures for the fiscal year. These are collected on the St. Johns County Tax Roll for platted lands. Unplatted lands are direct billed to the landowner.

Developer Cost Share

Mattamy Rivertown LLC agreement to cost share a portion of the maintenance costs for roadways and surface water management systems. The agreement recognizes the benefit to lands outside of the Rivers Edge CDD boundaries.

Developer Funding - Amenity River Club

Mattamy Rivertown LLC agreement to fund the operations & maintenance expenses of the new River Club Amenity. The Rivers Edge CDD is operating the River Club amenity under a lease agreement until the new Rivers Edge CDD 2 is established.

Developer Funding – (Special Events / Hurricane / Assets)

Mattamy Rivertown LLC provide for the funding of hurricane related cleanup expenses in 2017 along with the replacement of certain assets and some special events. For 2018 we have not budgeted any funding for these items.

Misc Income/Interest

Miscellaneous Income from proceeds from access cards from residents and guest of the community and any other income the is deposited to the district. The District will have funds invested in a money market fund with U.S. Bank that earns interest based upon the estimated balance invested throughout the year.

Rental Revenue

Income received from residents/non-residents for rental of cabana, pool and Riverhouse area.

Community Garden

Income received from community garden fees.

River Club - Cafe

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

Developer Funding - Cafe

Mattamy Rivertown LLC will fund the operating shortfall of the café. Estimate is based on annual operation of \$66,236 and is included in the developer funding line item above.

GENERAL FUND BUDGET

EXPENDITURES:

Administrative:

Supervisor Fees & FICA Expense

Supervisors by Florida statutes are eligible for compensation if elected at \$200/meeting. The costs are reflective of anticipated compensation plus FICA matching.

Engineering Fees

The District's engineer, Prosser will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Assessment Roll

The District has contracted with Governmental Management Services, LLC for the certification and collection of the District's annual maintenance and debt service assessments. Assessments on platted lots are collected by agreement with St Johns County while unplatted assessments maybe collected directly by District and/or by County Tax Collector.

Attorney

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

Annual Audit

The District is required annually to conduct an audit of its financial records by Grau and Associates, an Independent Certified Public Accounting Firm.

Trustee Fees

The Trustee at U.S. BANK administers the District's Series 2008A and Series 2016 Capital Improvement Revenue Bonds. The amount represents the annual fee for the administration of the District's bond issue.

Dissemination

The District has contracted with GMS, LLC to act as the Dissemination Agent for the District to prepare the Annual Disclosure Report required by the Security and Exchange Commission in order to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District's Series 2008A and Series 2016 Capital Improvement Revenue Bonds. The District has contracted with Grau and Associates to calculate the rebate liability and submit a report to the District.

GENERAL FUND BUDGET

Management Fees

The District receives management, accounting and administrative services as part of a management agreement with Governmental Management Services, LLC ("GMS"). These services are further outlined in Exhibit "A" of the Management Agreement with GMS.

Information Technology

The cost related to District's accounting and information systems, District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements maintained by GMS.

Telephone

Telephone conference costs for District meetings, workshops and committee meetings.

Postage

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

Printing & Binding

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

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. FIA specializes in providing insurance coverage to governmental agencies.

Legal Advertising

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

Other Current Charges

Estimated bank charges and any other miscellaneous expenses that incurred during the year.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Ríver's Edge <u>Community Development District</u> GENERAL FUND BUDGET

Grounds Maintenance:

Field Operations Management

The District has contracted with Vesta to provide onsite services for field contract administration, field inspections, and oversight of the following maintenance items: Landscape, Lakes, Roadways and Utilities.

<u>Contractor</u>	<u>Monthly</u>	<u>Annual</u>
Vesta Property Services, Inc.	\$2,563	\$30,750

Landscape Maintenance

The District contracted with Brighthouse Services, Inc. to maintain the common areas of the District and Amenity Center.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
CDD Landscape Maintenance Amenity Center Landscape	\$32,100	\$385,200
Maintenance	\$ 9,027	\$108,328
Pocket Park	\$392	\$4,700
Lakes 1	\$ 5,687	\$68,247
Landings	\$ 4,035	\$48,425
Annuals	\$ 842	\$10,100
	\$52,083	\$625,000

Mulch

Mulching of areas within the District, are under separate contract from landscaping and take place annually in late summer.

Landscape Reserves

For additional landscape services and possible storm cleanup.

Irrigation Maintenance and Repairs

Estimated miscellaneous irrigation maintenance and repair costs.

Lakes, Vegetation and Algae Control

Maintenance costs to maintain lakes and control vegetation and algae. The District currently uses Charles Aquatics, Inc. and Aerostar SES for storm water inspection services.

<u>Contractor</u>	<u>Monthly</u>	<u>Annual</u>
Charles Aquatics	\$1,698	\$20,380
AeorstarSES	\$ 2,193	\$26,320
	\$ 804	\$9,640
	\$ 4,695	\$56,340

Ríver's Edge <u>Community Development District</u> GENERAL FUND BUDGET

Irrigation/Reclaimed Water

Estimated costs for irrigation by the district for reuse water billed by JEA .

<u>Location</u>	<u>Meter</u> Number	<u>Monthly</u>	<u>Annual</u>
15 Baya St	71174367	\$885	\$10,614
17 Baya St	73270055	\$19	\$227
1846 Orange Branch Trl	68953528	\$1,363	\$16,360
234 Perdido St	75392334	\$19	\$230
252 Rawlings Dr Apt IR01	68090707	\$3,255	\$39,060
29 Rivertown Bv	68090742	\$2,517	\$30,204
316 Rambling Water Run	67153677	\$38	\$450
366 Sternwheel Dr	68090744	\$3,228	\$38,735
373 Waterfront Dr	68090725	\$1,832	\$21,978
386 Perdido St Apt LS01	74759223	\$65	\$778
407 Yearling BV	78727795	\$406	\$4,870
674 Sternwheel Dr	72407045	\$283	\$3,400
7601 Longleaf Pine PY	70204198	\$201	\$2,415
7904 Longleaf Pine PY	71731573	\$144	\$1,724
8102 Longleaf Pine PY	70204176	\$763	\$9,152
87 Kendall Crossing Dr Apt IR01	68090740	\$107	\$1,282
Contingency for new accounts		\$1,543	\$18,521
		\$16,667	\$200,000

Electric (Street Lights and Pumps)

Estimated costs for electric billed to the district by FPL.

<u>Location</u>	Meter Number	<u>Monthly</u>	<u>Annual</u>
147 Chipola Trce #Lights	8461452438	\$171	\$219
156 Landing St # Lights	5292756029	\$267	\$1,371
1758 Orange Branch Trl	3022429090	\$179	\$318
251 Waterfront Dr #Lights	7663646300	\$176	\$277
373 Waterfront Dr # Lights	849527304	\$171	\$220
380 Sternwheel Dr	2961434400	\$279	\$1,517
47 Narrowleaf Dr # Mail Kiosk	3733493484	\$161	\$94
71 Landing St #Park	7975970117	\$167	\$172
8 Mascotte Place	7123229028	\$178	\$303
87 Kendall Crossing Dr #Kiosk	5465700168	\$171	\$218
98 Perdido St #Lights	9390325356	\$173	\$264
Contingency	_	\$240	\$1,044
	_	\$500	\$6,000
			·

GENERAL FUND BUDGET

Street Lighting & Signage Repairs and Replacement

The estimated costs for street lighting and signage repairs and replacements.

Street and Drainage Maintenance

The estimated costs for street and drainage repairs.

Other Repairs and Maintenance

Estimated costs for other repairs and maintenance incurred by the district.

Amenity Center Expenses- River House

General Manager

The District has contracted with Vesta Property Services, Inc. to provide general amenity management.

Facility Manager/Lifestyle Director

The District has contracted with Vesta Property Services, Inc. to provide Facility Administration & special event coordinator services.

<u>Contractor</u>	<u>Monthly</u>	<u>Annual</u>
Vesta Property Services, Inc.	\$2,604	\$31,250

Lifeguards/Pool Attendants

The District has contracted with Vesta Property Services, Inc. to provide pool lifeguards/or pool attendants during the operating season for the pool.

<u>Contractor</u>	<u>Annual</u>
Vesta Property Services, Inc.	\$32,712

Hospitality Lead / Hourly

The District has contracted with Vesta Property Services, Inc. to provide hospitality staffing for the district amenities.

GENERAL FUND BUDGET

Security Monitoring

Maintenance costs of the security alarms/cameras provided by Sonitrol.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>
Monitoring	\$94	\$1,128
Maintenance	\$90	\$1,080
	\$184	\$2,208

Security Guards

The district is contracted with Giddens Security to provide security patrols and mileage reimbursement for District Property at \$15.34/hour and .56/mile.

<u>Contractor</u>	<u>Monthly</u>	<u>Annual</u>
Giddens Security	\$5,000	\$60,000

Telephone

The estimated cost for telephone services for the Amenity Center provided by AT&T.

	Account		
<u>Contractor</u>	<u>Number</u>	<u>Monthly</u>	<u>Annual</u>
AT&T	904-940-9393	\$511	\$6,137
AT&T Uverse	146442959	\$111	\$1,339
AT&T Uverse	144476292	\$83	\$994
	Contingency	\$11	\$130
		\$596	\$8,600

Insurance

The District's Property Insurance policy is with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity and other District facilities.

General Facility Maintenance/Common Ground Maintenance

The District is under contract with Vesta Property Services, Inc.to provide maintenance and repairs necessary for upkeep of the Amenity Center and common ground areas.

Contractor	<u>Monthly</u>	<u>Annual</u>
Vesta Property Services, Inc.	\$4,986	\$59,833

Ríver's Edge <u>Community Development District</u>

GENERAL FUND BUDGET

Pool Maintenance

The District is under contract with Vesta Property Services, Inc. for the maintenance of the Amenity Center Swimming Pools.

<u>Contractor</u>	<u>Monthly</u>	Annual		
Vesta Property Services, Inc.	\$2,278	\$27,337		

Pool Chemicals

The District is under contract with Vesta Property Services, Inc. to provide pool chemicals for the maintenance of the Amenity Center Swimming Pools.

<u>Contractor</u>	<u>Monthly</u>	<u>Annual</u>	
Vesta Property Services, Inc.	\$928	\$11,136	

Janitorial Services

The District is under contract with Vesta Property Services, Inc. to provide janitorial cleaning for the Amenity Center.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>		
Janitorial Services	\$1,899	\$22,788		

Window Cleaning

The District will have windows cleaned inside and outside three times a year.

<u>Contract</u>	<u>Monthly</u>	<u>Annual</u>		
Commercial Window Cleaning Inc	\$231	\$2,767		

Propane Gas

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

<u>Contractor</u>	<u>Monthly</u>	<u>Annual</u>		
TECO Peoples Gas	\$54	\$650		

Electric

Estimated costs for electric billed to the district by FPL.

	Meter		
Location	Number	<u>Monthly</u>	<u>Annual</u>
156 Landing St Club House	73172207	\$280	\$3,356
136 Landing St (Tennis)	8675434248	\$898	\$10,772
140 Landing St Fitness	2299084240	\$593	\$7,114
	Contingency	\$313	\$3,758
		\$1,770	\$25,000

Ríver's Edge <u>Community Development District</u>

GENERAL FUND BUDGET

Sewer/Water/Irrigation

Estimated costs for sewer, water, and irrigation for the amenity center billed to the district by JEA.

	<u>Meter</u>			
156 Landing St- Sewer	<u>Number</u>	<u>Monthly</u>	<u>Annual</u>	
156 Landing St- Water	72407426	\$525	\$6298	
156 Landing St- Irrigation	70924484	\$943	\$11,312	
156 Landing St- Water	68080752	\$1,365	\$12,804	
Contingency	72407426	\$305	\$3,663	
		\$223	\$2,678	_
		\$3,361	\$36,755	

Repair and Replacements

Represents regular cleaning, supplies, and repairs and replacements for District's Amenity Center.

Refuse Service

Garbage disposal services for the Amenity Centers provided Republic Services.

Pest Control

The District is contracted with Nadar's Pest Raiders to provide for pest control services.

<u>Contract</u>	Quarterly	<u>Annual</u>
Nader's Pest Raiders	\$487	\$5.840

Facility Preventative Maintenance

Cost of routine inspections of fire extinguishers, back flow preventers, sprinkler system, hydrant, and alarm system provided by Cintas and preventative maintenance on fitness equipment by Commercial Fitness.

<u>Contractor</u>	Quarterly	<u>Annual</u>
Cintas	-	\$1,700
Commercial Fitness	\$245	\$980
	\$245	\$2,680

Access Cards

Represents the estimated cost for access cards to the District's Amenity Center.

Ríver's Edge <u>Community Development District</u>

GENERAL FUND BUDGET

License/Permits

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

Other Current

Represents the miscellaneous cost incurred by the District's Amenity Center.

Special Events

Represents estimated costs for the District to host special events for the community throughout the Fiscal Year.

Landscape Replacements

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

Office Supplies/Postage

Costs of supplies and postage incurred for the operation of the Amenity Center.

Capital Expenditures

Represents new capital related purchases for the operation of the Amenity Center.

Community Garden

Represents costs associated with the operations of the community garden. These costs are estimated for electric, water and other miscellaneous costs.

General Reserve

Establishment of general reserve to fund future replacements of Capital items.

River Club Amenity Expenses

The River Club Amenity facility opened in the spring of 2018. The facility is planned to be an asset of the future Community Development District Rivers Edge 2 and planned for usage of the full Rivertown Community. The individual line item costs are estimates at this time and are fully funded by Mattamy Rivertown, LLC. Line item general descriptions are contained in the Amenity Center Expense Narrative. Please note that net costs associated with the café will be funded by Mattamy Rivertown LLC.

Community Development District

Debt Service Fund Series 2008A

Description	Adopted Budget	Actual Thru	Projected Thru	Approved Budget
Description	FY 18	5/31/18	9/30/2018	FY 19
<u>Revenues</u>				
Assessments - Tax Roll/Direct	\$577,110	\$578,100	\$578,100	\$577,110
Assessments - Prepayment	\$0	\$26,378	\$26,378	\$0
Interest Income	\$1,000	\$6,733	\$10,100	\$1,000
Carry Forward Surplus	\$247,686	\$247,686	\$247,686	\$215,395
Total Revenues	\$825,796	\$858,897	\$862,264	\$793,505
<u>Expenditures</u>				
Seríes 2008A				
Interest 11/1	\$218,620	\$218,110	\$218,110	\$213,690
Principal 11/1 (Special Call)	\$0	\$20,000	\$20,000	\$0
Interest 5/1	\$218,620	\$217,430	\$217,430	\$213,690
Principal 5/1	\$145,000	\$140,000	\$140,000	\$155,000
Principal 5/1 (Special Call)	\$0	\$30,000	\$30,000	\$0
Transfer Out (1)	\$29,066	\$21,329	\$21,329	\$0
Total Expenses	\$611,306	\$646,869	\$646,869	\$582,380
EXCESS REVENUES / (EXPENDITURES)	\$214,490	\$212,028	\$215,395	\$211,125

Interest Payment 11/01/19 \$ 208,420.00

		Net	Gross	Gross
Land Use	<u>Units</u>	Per Unit	Per Unit	<u>Assessments</u>
30	21	\$862	\$917	\$19,263
40	57	\$1,041	\$1,107	\$63,108
50	184	\$1,219	\$1,297	\$238,650
60	81	\$1,398	\$1,487	\$120,435
70	103	\$1,675	\$1,782	\$183,537
80	21	\$1,862	\$1,981	\$41,598
90	1	\$2,049	\$2,180	\$2,180
Gross Total				\$668,771
Less Disc. + Collection	ns 6%			\$91,661
Net Annual Assessme	ent	·	·	\$577,110

Community Development District Series 2008A Special Assessment Bonds

AMORTIZATION SCHEDULE

\mathcal{DATE}	BALANCE	\mathcal{RATE}	1	PRINCIPAL	INTEREST	TOTAL
05/01/17	\$ 6,565,000.00	6.80%	\$	135,000.00	\$ 223,210.00	\$ -
11/01/17	\$ 6,430,000.00	6.80%	\$	-	\$ 218,620.00	\$ 576,830.00
05/01/18	\$ 6,430,000.00	6.80%	\$	145,000.00	\$ 218,620.00	\$ -
11/01/18	\$ 6,285,000.00	6.80%	\$	-	\$ 213,690.00	\$ 577,310.00
05/01/19	\$ 6,285,000.00	6.80%	\$	155,000.00	\$ 213,690.00	\$ -
11/01/19	\$ 6,130,000.00	6.80%	\$	-	\$ 208,420.00	\$ 577,110.00
05/01/20	\$ 6,130,000.00	6.80%	\$	165,000.00	\$ 208,420.00	\$ -
11/01/20	\$ 5,965,000.00	6.80%	\$	-	\$ 202,810.00	\$ 576,230.00
05/01/21	\$ 5,965,000.00	6.80%	\$	175,000.00	\$ 202,810.00	\$ -
11/01/21	\$ 5,790,000.00	6.80%	\$	-	\$ 196,860.00	\$ 574,670.00
05/01/22	\$ 5,790,000.00	6.80%	\$	185,000.00	\$ 196,860.00	\$ -
11/01/22	\$ 5,605,000.00	6.80%	\$	-	\$ 190,570.00	\$ 572,430.00
05/01/23	\$ 5,605,000.00	6.80%	\$	200,000.00	\$ 190,570.00	\$ -
11/01/23	\$ 5,405,000.00	6.80%	\$	-	\$ 183,770.00	\$ 574,340.00
05/01/24	\$ 5,405,000.00	6.80%	\$	215,000.00	\$ 183,770.00	\$ -
11/01/24	\$ 5,190,000.00	6.80%	\$	-	\$ 176,460.00	\$ 575,230.00
05/01/25	\$ 5,190,000.00	6.80%	\$	230,000.00	\$ 176,460.00	\$ -
11/01/25	\$ 4,960,000.00	6.80%	\$	-	\$ 168,640.00	\$ 575,100.00
05/01/26	\$ 4,960,000.00	6.80%	\$	245,000.00	\$ 168,640.00	\$ -
11/01/26	\$ 4,715,000.00	6.80%	\$	-	\$ 160,310.00	\$ 573,950.00
05/01/27	\$ 4,715,000.00	6.80%	\$	265,000.00	\$ 160,310.00	\$ -
11/01/27	\$ 4,450,000.00	6.80%	\$	_	\$ 151,300.00	\$ 576,610.00
05/01/28	\$ 4,450,000.00	6.80%	\$	280,000.00	\$ 151,300.00	\$ -
11/01/28	\$ 4,170,000.00	6.80%	\$	_	\$ 141,780.00	\$ 573,080.00
05/01/29	\$ 4,170,000.00	6.80%	\$	300,000.00	\$ 141,780.00	\$ -
11/01/29	\$ 3,870,000.00	6.80%	\$	-	\$ 131,580.00	\$ 573,360.00
05/01/30	\$ 3,870,000.00	6.80%	\$	320,000.00	\$ 131,580.00	\$ _
11/01/30	\$ 3,550,000.00	6.80%	\$	-	\$ 120,700.00	\$ 572,280.00
05/01/31	\$ 3,550,000.00	6.80%	\$	345,000.00	\$ 120,700.00	\$ -
11/01/31	\$ 3,205,000.00	6.80%	\$	-	\$ 108,970.00	\$ 574,670.00
05/01/32	\$ 3,205,000.00	6.80%	\$	370,000.00	\$ 108,970.00	\$ _
11/01/32	\$ 2,835,000.00	6.80%	\$	-	\$ 96,390.00	\$ 575,360.00
05/01/33	\$ 2,835,000.00	6.80%	\$	395,000.00	\$ 96,390.00	\$ -
11/01/33	\$ 2,440,000.00	6.80%	\$	-	\$ 82,960.00	\$ 574,350.00
05/01/34	\$ 2,440,000.00	6.80%	\$	425,000.00	\$ 82,960.00	\$ -
11/01/34	\$ 2,015,000.00	6.80%	\$	_	\$ 68,510.00	\$ 576,470.00
05/01/35	\$ 2,015,000.00	6.80%	\$	455,000.00	\$ 68,510.00	\$ _
11/01/35	\$ 1,560,000.00	6.80%	\$	-	\$ 53,040.00	\$ 576,550.00
05/01/36	\$ 1,560,000.00	6.80%	\$	485,000.00	\$ 53,040.00	\$ _
11/01/36	\$ 1,075,000.00	6.80%	\$	-	\$ 36,550.00	\$ 574,590.00
05/01/37	\$ 1,075,000.00	6.80%	\$	520,000.00	\$ 36,550.00	\$ · -
11/01/37	\$ 555,000.00	6.80%	\$	· -	\$ 18,870.00	\$ 575,420.00
05/01/38	\$ 555,000.00	6.80%	\$	555,000.00	\$ 18,870.00	\$ 573,870.00
			\$	6,565,000.00	\$ 6,084,810.00	\$ \$ 12,649,810.00

Community Development District

Debt Service Fund Series 2016

	Adopted	Actual	Projected	Approved	
Description	Budget FY 18	Thru 5/31/18	Thru 9/30/2018	Budget FY 19	
<u>Revenues</u>					
Assessments - Tax Roll/Dírect	\$711,978	\$711,978	\$711,978	\$711,978	
Interest Income	\$1,000	\$4,588	\$1,000	\$1,000	
Carry Forward Surplus	\$275,152	\$275,152	\$275,152	\$273,080	
Total Revenues	\$988,130	\$991,718	\$988,130	\$986,058	
<u>Expenditures</u>					
Series 2016					
Interest 11/1	\$272,525	\$272,525	\$272,525	\$268,640	
Interest 5/1	\$272,525	\$272,525	\$272,525	\$268,640	
Principal 5/1	\$170,000	\$170,000	\$170,000	\$175,000	
Total Expenses	\$715,050	\$715,050	\$715,050	\$712,280	
EXCESS REVENUES / (EXPENDITURES)	\$273,080	\$276,668	\$273,080	\$273,778	

Interest Payment 11/01 \$ 264,642.50

(1) Net of Reserve Funds reflective of St. Johns County collection costs of 2% and early payment discount of 4%

		Gross	Gross
Development	Units	Per Unit	Assessments
Townhouse	59	\$1,141	\$67,325
45' lot	305	\$991	\$302,298
55' lot	204	\$1,182	\$241,218
70' lot	12	\$1,665	\$19,985
80' lot	68	\$1,864	\$126,769
Gross Total			\$757,594
Less Disc. + Collect	tions 6%		\$45,616
Net Annual Assessn	nent		\$711,978

Community Development District Series 2016 Special Assessment Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL		INTEREST	TOTAL
05/01/17	10,765,000.00	\$ 160,000.00	\$	277,719.37	\$ -
11/01/17	\$ 10,605,000.00	\$ -	\$	272,525.00	\$ 710,244.37
05/01/18	\$ 10,605,000.00	\$ 170,000.00	\$	272,525.00	\$
11/01/18	\$ 10,435,000.00	\$ -	\$	268,640.00	\$ 711,165.00
05/01/19	\$ 10,435,000.00	\$ 175,000.00	\$	268,640.00	\$ -
11/01/19	\$ 10,260,000.00	\$ -	\$	264,642.50	\$ 708,282.50
05/01/20	10,260,000.00	\$ 185,000.00	\$	264,642.50	\$ -
11/01/20	\$ 10,075,000.00	\$ -	\$	260,400.00	\$ 710,042.50
05/01/21	\$ 10,075,000.00	\$ 195,000.00	\$	260,400.00	\$ -
11/01/21	\$ 9,880,000.00	\$ -	\$	255,932.50	\$ 711,332.50
05/01/22	\$ 9,880,000.00	\$ 200,000.00	\$	255,932.50	\$ -
11/01/22	\$ 9,680,000.00	\$ -	\$	251,372.50	\$ 707,305.00
05/01/23	\$ 9,680,000.00	\$ 210,000.00	\$	251,372.50	\$ -
11/01/23	\$ 9,470,000.00	\$ -	\$	246,567.50	\$ 707,940.00
05/01/24	\$ 9,470,000.00	\$ 220,000.00	\$	246,567.50	\$ -
11/01/24	\$ 9,250,000.00	\$ -	\$	241,537.50	\$ 708,105.00
05/01/25	\$ 9,250,000.00	\$ 230,000.00	\$	241,537.50	\$ -
11/01/25	\$ 9,020,000.00	\$ -	\$	236,282.50	\$ 707,820.00
05/01/26	\$ 9,020,000.00	\$ 245,000.00	\$	236,282.50	\$ -
11/01/26	\$ 8,775,000.00	\$ -	\$	230,670.00	\$ 711,952.50
05/01/27	\$ 8,775,000.00	\$ 255,000.00	\$	230,670.00	\$ -
11/01/27	\$ 8,520,000.00	\$ -	\$	224,027.50	\$ 709,697.50
05/01/28	\$ 8,520,000.00	\$ 270,000.00	\$	224,027.50	\$ -
11/01/28	\$ 8,250,000.00	\$ -	\$	216,992.50	\$ 711,020.00
05/01/29	\$ 8,250,000.00	\$ 285,000.00	\$	216,992.50	\$ -
11/01/29	\$ 7,965,000.00	\$ -	\$	209,567.50	\$ 711,560.00
05/01/30	\$ 7,965,000.00	\$ 300,000.00	\$	209,567.50	\$ -
11/01/30	\$ 7,665,000.00	\$ -	\$	201,752.50	\$ 711,320.00
05/01/31	\$ 7,665,000.00	\$ 315,000.00	\$	201,752.50	\$ -
11/01/31	\$ 7,350,000.00	\$ -	\$	193,547.50	\$ 710,300.00
05/01/32	7,350,000.00	\$ 330,000.00	\$	193,547.50	\$ -
11/01/32	\$ 7,020,000.00	\$ -	\$	184,952.50	\$ 708,500.00
05/01/33	\$ 7,020,000.00	\$ 350,000.00	\$	184,952.50	\$ -
11/01/33	6,670,000.00	\$ -	\$	175,835.00	\$ 710,787.50
05/01/34	6,670,000.00	\$ 365,000.00	\$	175,835.00	\$ -
11/01/34	6,305,000.00	\$ · •	\$	166,327.50	\$ 707,162.50
05/01/35	6,305,000.00	\$ 385,000.00	\$	166,327.50	\$ -
11/01/35	5,920,000.00	\$ -	\$	156,300.00	\$ 707,627.50
05/01/36	5,920,000.00	\$ 410,000.00	\$	156,300.00	\$ -
	,,	-,	•	-,	

Ríver's Edge Community Development District Series 2016 Special Assessment Bonds

AMORTIZATION SCHEDULE

\mathcal{DATE}	BALANCE	PRINCIPAL	NCIPAL INTEREST			TOTAL
11/01/36	\$ 5,510,000.00	\$ -	\$	145,617.50	\$	711,917.50
05/01/37	\$ 5,510,000.00	\$ 430,000.00	\$	145,617.50	\$	-
11/01/37	\$ 5,080,000.00	\$ -	\$	134,415.00	\$	710,032.50
05/01/38	\$ 5,080,000.00	\$ 455,000.00	\$	134,415.00	\$	-
11/01/38	\$ 4,625,000.00		\$	122,562.50	\$	711,977.50
05/01/39	\$ 4,625,000.00	\$ 475,000.00	\$	122,562.50		
11/01/39	\$ 4,150,000.00		\$	109,975.00	\$	707,537.50
05/01/40	\$ 4,150,000.00	\$ 505,000.00	\$	109,975.00		
11/01/40	\$ 3,645,000.00		\$	96,592.50	\$	711,567.50
05/01/41	\$ 3,645,000.00	\$ 530,000.00	\$	96,592.50		
11/01/41	\$ 3,115,000.00		\$	82,547.50	\$	709,140.00
05/01/42	\$ 3,115,000.00	\$ 560,000.00	\$	82,547.50		
11/01/42	\$ 2,555,000.00		\$	67,707.50	\$	710,255.00
05/01/43	\$ 2,555,000.00	\$ 590,000.00	\$	67,707.50		
11/01/43	\$ 1,965,000.00		\$	52,072.50	\$	709,780.00
05/01/44	\$ 1,965,000.00	\$ 620,000.00	\$	52,072.50		
11/01/44	\$ 1,345,000.00		\$	35,642.50	\$	707,715.00
05/01/45	\$ 1,345,000.00	\$ 655,000.00	\$	35,642.50		
11/01/45	\$ 690,000.00		\$	18,285.00	\$	708,927.50
05/01/46	\$ 690,000.00	\$ 690,000.00	\$	18,285.00		
11/01/46	\$ -		\$	-	\$	708,285.00
		\$ 10,765,017.00	\$	10,524,299.37	\$	21,289,299.37

Community Development District

Debt Service Fund Series 2018

	Proposed	Actual	Projected	Approved	
Description	Budget FY 18	Thru 5/31/18	Thru 9/30/2018	Budget FY 19	
Revenues					
Assessments - Tax Roll/Direct	\$0	\$0	\$0	\$0	
Bond Proceeds	\$0	\$0	\$648,418	\$0	
Interest Income	\$0	\$0	\$500	\$1,000	
Carry Forward Surplus	\$0	\$0	\$0	\$530,997	
Total Revenues	\$0	\$0	\$648,918	\$531,997	
<u>Expenditures</u>					
<u>Seríes 2016</u>					
Interest 11/1	\$0	\$0	\$0	\$166,162	
Interest 5/1	\$0	\$0	\$0	\$182,373	
Principal 5/1	\$0	\$0	\$0	\$0	
Transfer Out to Escrow Agent	\$0	\$0	\$0	\$0	
Total Expenses	\$0	\$0	\$0	\$348,535	
EXCESS REVENUES / (EXPENDITURES)	\$0	\$0	\$648,918	\$183,462	

Community Development District Series 2018 Special Assessment Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL INTEREST			TOTAL
11/01/18	\$ 7,050,000.00	\$ -	\$	166,161.61	\$ 166,161.61
05/01/19	\$ 7,050,000.00	\$ -	\$	182,372.50	\$ -
11/01/19	\$ 7,050,000.00	\$ -	\$	182,372.50	\$ 364,745.00
05/01/20	\$ 7,050,000.00	\$ 105,000.00	\$	182,372.50	\$ -
11/01/20	\$ 6,945,000.00	\$ -	\$	180,220.00	\$ 467,592.50
05/01/21	\$ 6,945,000.00	\$ 110,000.00	\$	180,220.00	\$ -
11/01/21	\$ 6,835,000.00	\$ -	\$	177,965.00	\$ 468,185.00
05/01/22	\$ 6,835,000.00	\$ 115,000.00	\$	177,965.00	\$ -
11/01/22	\$ 6,720,000.00	\$ -	\$	175,607.50	\$ 468,572.50
05/01/23	\$ 6,720,000.00	\$ 120,000.00	\$	175,607.50	\$ -
11/01/23	\$ 6,600,000.00	\$ -	\$	173,147.50	\$ 468,755.00
05/01/24	\$ 6,600,000.00	\$ 125,000.00	\$	173,147.50	\$ -
11/01/24	\$ 6,475,000.00	\$ -	\$	170,147.50	\$ 468,295.00
05/01/25	\$ 6,475,000.00	\$ 130,000.00	\$	170,147.50	\$ -
11/01/25	\$ 6,345,000.00	\$ -	\$	167,027.50	\$ 467,175.00
05/01/26	\$ 6,345,000.00	\$ 135,000.00	\$	167,027.50	\$ -
11/01/26	\$ 6,210,000.00	\$ -	\$	163,787.50	\$ 465,815.00
05/01/27	\$ 6,210,000.00	\$ 145,000.00	\$	163,787.50	\$ -
11/01/27	\$ 6,065,000.00	\$ -	\$	160,307.50	\$ 469,095.00
05/01/28	\$ 6,065,000.00	\$ 150,000.00	\$	160,307.50	\$ -
11/01/28	\$ 5,915,000.00	\$ -	\$	156,707.50	\$ 467,015.00
05/01/29	\$ 5,915,000.00	\$ 160,000.00	\$	156,707.50	\$ -
11/01/29	\$ 5,755,000.00	\$ -	\$	152,547.50	\$ 469,255.00
05/01/30	\$ 5,755,000.00	\$ 165,000.00	\$	152,547.50	\$ -
11/01/30	\$ 5,590,000.00	\$ -	\$	148,257.50	\$ 465,805.00
05/01/31	\$ 5,590,000.00	\$ 175,000.00	\$	148,257.50	\$ -
11/01/31	\$ 5,415,000.00	\$ -	\$	143,707.50	\$ 466,965.00
05/01/32	\$ 5,415,000.00	\$ 185,000.00	\$	143,707.50	\$ -
11/01/32	\$ 5,230,000.00	\$ -	\$	138,897.50	\$ 467,605.00
05/01/33	\$ 5,230,000.00	\$ 195,000.00	\$	138,897.50	\$ -
11/01/33	\$ 5,035,000.00	\$ -	\$	133,827.50	\$ 467,725.00
05/01/34	\$ 5,035,000.00	\$ 205,000.00	\$	133,827.50	\$ -
11/01/34	\$ 4,830,000.00	\$ -	\$	128,497.50	\$ 467,325.00
05/01/35	\$ 4,830,000.00	\$ 215,000.00	\$	128,497.50	\$ -
11/01/35	\$ 4,615,000.00	\$ -	\$	122,907.50	\$ 466,405.00
05/01/36	\$ 4,615,000.00	\$ 230,000.00	\$	122,907.50	\$ -
11/01/36	\$ 4,385,000.00	\$ -	\$	116,927.50	\$ 469,835.00
05/01/37	\$ 4,385,000.00	\$ 240,000.00	\$	116,927.50	\$ -
11/01/37	\$ 4,145,000.00	\$ -	\$	110,687.50	\$ 467,615.00

Ríver's Edge Community Development District Series 2016 Special Assessment Bonds

AMORTIZATION SCHEDULE

\mathcal{DATE}	BALANCE	PRINCIPAL	INTEREST			TOTAL
05/01/38	\$ 4,145,000.00	\$ 255,000.00	\$	110,687.50	\$	-
11/01/38	\$ 3,890,000.00	\$ -	\$	104,057.50	\$	469,745.00
05/01/39	\$ 3,890,000.00	\$ 265,000.00	\$	104,057.50	\$	-
11/01/39	\$ 3,625,000.00	\$ -	\$	96,968.75	\$	466,026.25
05/01/40	\$ 3,625,000.00	\$ 280,000.00	\$	96,968.75	\$	-
11/01/40	\$ 3,345,000.00	\$ -	\$	89,478.75	\$	466,447.50
05/01/41	\$ 3,345,000.00	\$ 295,000.00	\$	89,478.75	\$	-
11/01/41	\$ 3,050,000.00	\$ -	\$	81,587.50	\$	466,066.25
05/01/42	\$ 3,050,000.00	\$ 315,000.00	\$	81,587.50	\$	-
11/01/42	\$ 2,735,000.00	\$ -	\$	73,161.25	\$	469,748.75
05/01/43	\$ 2,735,000.00	\$ 330,000.00	\$	73,161.25	\$	-
11/01/43	\$ 2,405,000.00	\$ -	\$	64,333.75	\$	467,495.00
05/01/44	\$ 2,405,000.00	\$ 350,000.00	\$	64,333.75	\$	-
11/01/44	\$ 2,055,000.00	\$ -	\$	54,971.25	\$	469,305.00
05/01/45	\$ 2,055,000.00	\$ 370,000.00	\$	54,971.25	\$	-
11/01/45	\$ 1,685,000.00	\$ -	\$	45,073.75	\$	470,045.00
05/01/46	\$ 1,685,000.00	\$ 390,000.00	\$	45,073.75	\$	-
11/01/46	\$ 1,295,000.00	\$ -	\$	34,641.25	\$	469,715.00
05/01/47	\$ 1,295,000.00	\$ 410,000.00	\$	34,641.25	\$	-
11/01/47	\$ 885,000.00	\$ -	\$	23,673.75	\$	468,315.00
05/01/48	\$ 885,000.00	\$ 430,000.00	\$	23,673.75	\$	-
11/01/48	\$ 455,000.00		\$	12,171.25	\$	465,845.00
05/01/49	\$ 455,000.00	\$ 455,000.00	\$	12,171.25	\$	_
11/01/49	\$ · -	·			\$	467,171.25
					•	,
		\$ 6,595,020.00	\$	7,491,524.11	\$	14,565,866.61

Rivers Edge Community Development District

FY 2019 Operations and Maintenance Methodology

Equivalent Residential Unit Allocation

Assessments per Unit - Net and Gross

Land Use / Product Type	ERU per Unit	Current Platted <u>Units</u>	Future Planned <u>Units</u>	Total <u>Units</u>	Total <u>ERU's</u>	<u>%</u>	FY 2019 Budget Allocation	FY 2019 Per Unit Net Assessment	FY 2019 Per Unit Gross Assessment	FY 2018 Per Unit Gross Assessment	Increase Per Unit Gross Assessment
Townhomes	0.85	0	59	59	50.15	3.66%	\$62,031.37	\$1,051.38	\$1,118.49	\$989.28	\$129
Single Familiy - 30-39' Lot	0.62	21	0	21	13.02	0.95%	\$16,104.65	\$766.89	\$815.84	\$721.60	\$94
Single Familiy - 40-49' Lot	0.74	57	305	362	267.88	19.54%	\$331,345.21	\$915.32	\$973.74	\$861.26	\$112
Single Familiy - 50-59' Lot	0.87	184	373	557	484.59	35.35%	\$599,397.41	\$1,076.12	\$1,144.81	\$1,012.56	\$132
Single Familiy - 60-69' Lot	1	81	0	81	81	5.91%	\$100,190.24	\$1,236.92	\$1,315.87	\$1,163.86	\$152
Single Familiy - 70-79' Lot	1.2	103	147	250	300	21.88%	\$371,074.97	\$1,484.30	\$1,579.04	\$1,396.64	\$182
Single Familiy - 80-89' Lot	1.33	21	109	130	172.9	12.61%	\$213,862.88	\$1,645.10	\$1,750.11	\$1,547.94	\$202
Single Familiy - 90' Lot	1.47	1	0	1	1.47	0.11%	\$1,818.27	\$1,818.27	\$1,934.33	\$1,710.88	\$223
Total		468	993	1,461	1,371.01	100.00%	\$1,695,825				

FY 2019 Budget:

Administrative	\$149.510
Field and Grounds	\$1,128,590
Amenity Center	\$757,226
Less: Cost Share	\$328,501
Less:Misc Income	\$11,000

\$1,695,825



Hopping Green & Sams

Attorneys and Counselors

July 18, 2018

Via Hand Delivery

Board of Supervisors Rivers Edge Community Development District

Board of Supervisors Rivers Edge II Community Development District

Re: Conflict of Interest Waiver Regarding Representation of Rivers Edge and Rivers Edge II Community Development Districts for Interlocal Agreement

Dear Boards of Supervisors,

Hopping Green & Sams, P.A. ("HGS"), was recently asked to undertake the representation of the Rivers Edge Community Development District ("District") and the Rivers Edge II Community Development District ("RECDD2" and together with the District, the "Districts") in regards to various general counsel representation tasks. Specifically for the purposes of this conflict of interest waiver, HGS was requested by the Districts to draft an interlocal agreement regarding certain shared cost expenses of offsite improvements between the Districts related to certain RiverTown DRI requirements, which includes operation and maintenance of certain roadway landscaping and irrigation improvements, stormwater improvements and shared amenity access of the River House and River Club facilities between the District and RECDD2, respectively.

This letter is to notify the Districts pursuant to Rules 4-1.7 and 4-1.9, of the Rules Regulating the Florida Bar, of the existence of a potential conflict of interest between the District and RECDD2 as recipients of the rights and responsibilities of the Interlocal Agreement. Specifically, the risk involved in the potential conflict is that my firm would not be able to fully advocate for either one or both of the Districts in negotiation of the Interlocal Agreement and so either one or both of the Districts would not get as good a deal on the Interlocal representations, due to my concurrent representation of the other District. However, in reviewing the nature of the conflict, HGS is of the opinion that (1) HGS will be able to provide competent and diligent representation of the Districts regardless of HGS's other representations; (2) HGS's representation of the District will not be materially limited by HGS's other responsibilities; and (3) HGS's representation will not involve the use of information relating to the representation to the disadvantage of the District or RECDD2 in a manner in conflict with Rule 4-1.9. Its representation of RECDD2 will not involve the use of information obtained during the prior representation of the District. In support thereof, it is important to note that the calculations on which the Interlocal payment allocation is based was not derived by HGS; rather the methodology for allocation of the costs, the types of improvements to be shared, and the cost factor allocations were all derived by the Engineer of Record for the RiverTown development and the methodology consultant related to the Development, independent of HGS. The Interlocal Rivers Edge CDD, Board of Supervisors Rivers Edge II CDD, Board of Supervisors July 18, 2018 Page 2

is intended to memorialize the understanding of the cost proportion of said shared improvements between the Districts based on the engineering and financial analysis provided to HGS.

Under the rules governing the Florida Bar, we are ethically obligated to disclose the existence of this conflict to the District and RECDD2 and request both the District and RECDD2's informed consent thereto in writing. Accordingly, on behalf of HGS, I would request that the District and RECDD2 acknowledge the disclosure of the conflict described herein and waiver thereof by signing a copy of this letter and returning a copy to me for my file.

Should you have any questions or concerns or should you desire additional information regarding the contents of this letter, please do not hesitate to contact me at (850) 222-7500 or via e-mail at JenK@hgslaw.com.

Very truly yours,

HOPPING GREEN & SAMS, P.A.

By: Jaminer L. Kilinski

By signing below, the undersigned acknowledges the disclosure of the conflict described herein and consents to Hopping Green & Sams, P.A.'s representation of Rivers Edge Community Development District in the matters described in this letter.

On behalf of Rivers Edge Community Development District:



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

INTERLOCAL AND COST SHARE AGREEMENT REGARDING SHARED IMPROVEMENT OPERATION AND MAINTENANCE SERVICES AND PROVIDING FOR THE JOINT USE OF AMENITY FACILITIES

THIS AGREEMENT is made and entered into this ____ day of July, 2018, 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").

RECITALS

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

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

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

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

WHEREAS, the Districts each independently own certain recreational facilities and related improvements within each of their respective boundaries, which includes for Rivers Edge the River House with related improvements and for Rivers Edge II the River Club and related improvements, which improvements are as more particularly identified in **Composite Exhibit B**, attached hereto and incorporated herein by reference (the "Amenity Facilities" and collectively with the Shared Offsite Improvements, hereinafter referred to as the "Improvements"); and

WHEREAS, the Districts will continue to fund, operate and maintain the Amenity Facilities within each of their respective boundaries but find that it is in the best interests of their collective residents and landowners to continue their commitment to working together by entering into this Agreement to establish uniform charges to use each entity's respective Amenity Facilities and to establish a framework for the residents of all RiverTown neighborhoods to share in the use of those amenities; 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 hereby desire to enter into this Interlocal Agreement, which shall be filed as required by law with the Circuit Clerk of St. Johns County, Florida.

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 Districts, the Districts agree as follows:

1. **RECITALS**. The Recitals state above are hereby confirmed by the Districts 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 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.
- **B**. Limitation on Usage Rights. Without the written consent of the other, neither Rivers Edge nor Rivers Edge II shall have the authority to permit, or enter into an agreement with another entity expanding these usage rights for the benefit of persons or entities who are not Resident Landowners of either District.
- C. Annual User Rate Agreement. The Districts hereby agree that each will adopt one individual Annual User Rate in the amount of \$4000.00 that allows a nonresident user to access the Amenity Facilities for a one year period so long as this Agreement is in effect. The District's may jointly agree to modify this amount or allow other type of annual user rates.

3. DISTRICTS' OBLIGATIONS FOR AMENITY FACILITIES.

- **A.** Rivers Edge obligations are as follows:
 - (i) General duties. Rivers Edge shall be responsible for the management, operation and maintenance of the Shared Offsite Improvements and the River House (but not the River Club) on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances.
 - (ii) Inspection. Rivers Edge II may conduct regular inspections of the Shared Offsite Improvements, and shall report any irregularities to the Rivers Edge District Manager, or his/her designated representative.
 - (iii) Investigation and Report of Accidents/Claims. Rivers Edge shall investigate and provide a report to the Rivers Edge II District Manager, or his/her designee, as to all accidents or claims for

damage relating to maintenance and operation of the Shared Offsite Improvements. Such report shall at a minimum include a description of any damage or destruction of property. Rivers Edge II, to the extent necessary, shall cooperate and aid Rivers Edge in making any and all reports required by any insurance company or as required by Rivers Edge in connection with any accident or claim. Rivers Edge II shall not file any claims with Rivers Edge or Rivers Edge's contractor(s), insurance company without the prior written consent of the Rivers Edge Board of Supervisors.

(iv) Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Shared Offsite Improvements. Rivers Edge shall be responsible for procuring bids, and in the event required to do so by law, publicly bidding all work necessary to operate and maintain the Shared Offsite Improvements in compliance with applicable permits, regulations and DRI requirements. Rivers Edge shall provide annually on or before June 1 to Rivers Edge II the total amount anticipated for the succeeding fiscal year for operation and maintenance of the Shared Offsite Improvements, which calculation shall be as set forth in Section 4 herein.

B. Rivers Edge II obligations are as follows:

- (i) General duties. Rivers Edge II shall be responsible for the management and maintenance of the River Club in lawful manner and in accordance with applicable permits, regulations, code and ordinances.
- (ii) Payment of Shared Costs of Shared Offsite Improvements. Rivers Edge shall be responsible for providing to Rivers Edge II annually on or before June 1 the total amount anticipated for the succeeding fiscal year for operation and maintenance of the Shared Offsite Improvements. 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. The appropriate cost shall be as set forth in Section 4 herein.

4. MAINTENANCE CONTRACTS AND COST SHARING.

- **A.** Rivers Edge, through its contractor(s), shall be responsible for providing management and maintenance of the Shared Offsite Improvements. This shall not include the River Club.
- **B.** Rivers Edge II shall be responsible for its proportionate share of the costs associated with the management and maintenance of the Shared Offsite Improvements (the "Rivers Edge II Expenses") and Rivers Edge shall be responsible for its proportionate share of the costs associated with the

management and maintenance of the Shared Offsite Improvements (the "Rivers Edge Expenses" and together with the Rivers Edge II Expenses, referred to hereinafter as "Shared Costs"). Such Shared Costs shall be calculated based upon consultation with the Districts' methodology consultant(s) and the Districts' engineer(s) and may change from time to time, based on updates to the development plan of the Districts' properties. Based upon the current development plan for the Districts' properties, the following calculation shall be used for the operation, maintenance and capital reserve percentages of the Shared Offsite Improvements: (1) Rivers Edge: [thirty-two percent (32%)] and (2) Rivers Edge II: [sixty-eight percent (68%)]. A table supporting such calculation is attached hereto as **Exhibit** C and is incorporated herein by this reference. The Shared Costs percentage and total cost may change from time to time based on market factors affecting cost of labor, capital reserve requirements, delivery of additional infrastructure that is considered a "Shared Offsite Improvement" and other factors. The costs anticipated for total operation and maintenance of the Shared Offsite Improvements as of the effective date of this Agreement for purposes of reference only are as set forth in Exhibit D. Rivers Edge, in its sole and absolute discretion, will provide the selection of contractor(s) for operation and maintenance of the Shared Offsite Improvements and the Rivers House, but not the River Club, and will separately invoice Rivers Edge II for its proportionate share of 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 shall be responsible for such costs.

District desire enhanced or supplemental maintenance services of the Shared Offsite Improvements, such District shall notify the other District, in advance and in writing, of such request and the Districts shall work in good faith to determine the appropriate level of enhancement or maintenance services and the appropriate cost share associated therewith, if any, and such agreement shall be as set forth in a separate written instrument that provides the scope of services, compensation and cost share associated therewith. Both Districts hereby acknowledge and agree that according to the current development plan for RiverTown community, there are expected to be added additional improvements to the "Shared Offsite Improvement" category. The addition of such improvements shall be as determined jointly by the each of the District's engineer(s) and based upon the RiverTown development plan. The calculation of Shared Costs for such additional improvements shall be determined together by each of the District's engineer and methodology consultant(s) and shall be subject to the terms and conditions of this Agreement.

6. DEFAULT; CONFLICT RESOLUTION; TERMINATION.

A. *Default; Cure.* A default by either of the Districts under this Interlocal Agreement shall entitle the other District 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 party 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.

- (i). In order to allow for members of the Rivers Edge II Board to provide input regarding the Shared Offsite Improvements, all meetings wherein the Rivers Edge Board takes action on substantive matters related to the Shared Offsite Improvements, including the construction, acquisition, operation and/or maintenance thereof, shall occur at a joint public meeting of the Boards (hereinafter, the "Joint Meeting"); provided, however, that a Joint Meeting shall not be required for approval, authorization and/or ratification of invoices or expenditures that are routine or are within the annual budgeted amount for such items. All Joint Meetings shall be noticed in the same manner as a regular board of supervisors meeting. The Districts agree to use good faith toward the resolution of any such issues or areas of concern relating to the Shared Offsite Improvements.
- (ii). Notwithstanding the foregoing, despite the Districts' obligation to hold Joint Meetings to deal with matters relating to the Shared Offsite Improvements, a Joint Meeting shall not be required to be held if such obligation is waived by the Chairman or Vice-Chairman of the Rivers Edge II Board, as applicable, in writing in advance of the next scheduled Joint Meeting.
- **C.** *Mediation.* In the event the Districts are unable to resolve the issues which are the subject of the Joint Meeting, the Districts shall submit their dispute to mediation. The Districts 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 of the Districts 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.
- **D.** *Mutual Termination*. The Districts shall have the option of terminating this Agreement only by entering into a written Termination Agreement, jointly approved by the Districts, which shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida. Recognizing that this Interlocal Agreement is necessary to ensure the maintenance of Shared Offsite Improvements that are required by various development approvals that service County and State roadways, the Districts agree each will continue to fund the operation and maintenance of the Shared Offsite Improvements through and until the final resolution of disagreements hereunder.
- 7. **Insurance.** During the term of this Agreement, the Districts shall each maintain general liability coverage in an amount sufficient to protect its interests relative to the Improvements. Further, the Districts shall require any contractor retained to perform any of the services or other related work for the Shared Offsite 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, nonowned, 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, as additional insureds under the insurance policy.
- **8. IMMUNITY.** Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of either District, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 9. **NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Districts as an arm's length transaction. The Districts 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 both 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 Districts hereto, each District has complied

with all the requirements of law, and each District 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

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 Districts. 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 Districts and addressees set forth herein.

- 13. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in St. Johns County, Florida.
- **14. TERM.** This Agreement shall become effective as of the date first written above, and shall remain in effect unless terminated in accordance with this Agreement.

- **15. ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either District without the prior written consent of the other. Any purported assignment without such approval shall be void.
- 16. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Districts. 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 Districts.
- 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 improvements as "public" facilities, under the terms and conditions established by the Districts. Nothing herein shall give either District 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 Districts 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 Districts 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 Districts have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

	RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
Witness	_
Print Name	
	By: Chairman, Board of Supervisors
Witness	
Print Name	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was	acknowledged before me this day of
, 2018, by	, who is personally known to me, and who
Did [] or Did Not [] take an oath.	
	Print Name:
	Notary Public, State of Florida
	Commission No.:
	My Commission Expires:

IN WITNESS WHEREOF, the Districts have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

	RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
Witness	_
Print Name	By:Chairman, Board of Supervisors
Witness	
Print Name	
STATE OF FLORIDA COUNTY OF	
The foregoing instrument was	acknowledged before me this day of
, 2018, by	, who is personally known to me, and who
Did [] or Did Not [] take an oath.	
	Print Name: Notary Public, State of Florida
	Commission No.:
	My Commission Expires:

Composite Exhibit A: Shared Offsite Improvements

Exhibit B: Policies

Exhibit C: Calculation of Shared Costs

Exhibit D: Preliminary Shared Cost Estimates

Composite Exhibit A: Shared Offsite Improvements



Exhibit B: Policies

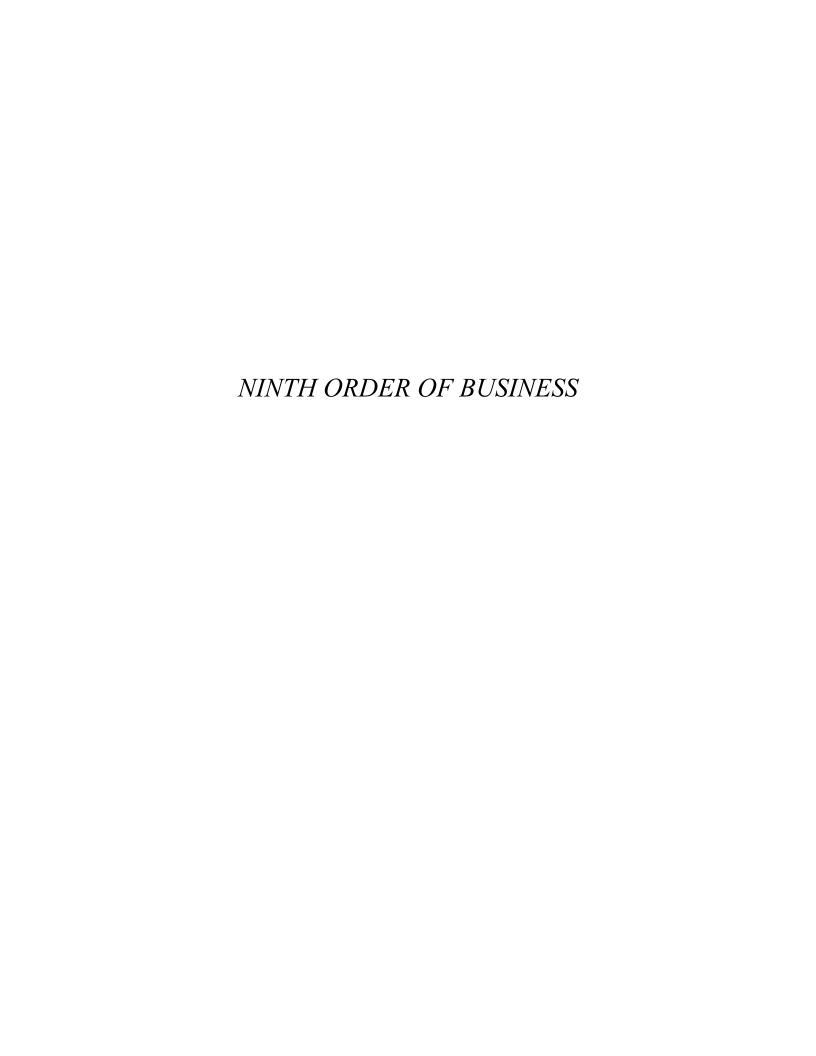


Exhibit C: Calculation of Improvement Proportional Costs



Exhibit D: Preliminary Cost Share Estimates





This Instrument Prepared by:

Jennifer L. Kilinski, Esq. Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

PERPETUAL, NON-EXCLUSIVE DRAINAGE EASEMENT AGREEMENT

Rivers Edge Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, FL 32092, (the "**District**" or "**Grantee**"); and

Mattamy Jacksonville LLC, a Delaware Limited Liability Company, and owner of certain lands within the District (the "Landowner" or "Grantor").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "**Act**") and by a rule adopted by the Florida Land and Water Adjudicatory Commission and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure within and without the boundaries of the District; and

WHEREAS, Landowner is the fee owner of lands within the District, which lands are more particularly described in **Exhibit A** attached hereto and by this reference incorporated herein (all portions collectively known as the "**Easement Property**"); and

WHEREAS, the District desires to obtain a perpetual, non-exclusive drainage and flowage easement on, over, under, and across the Easement Property ("Easement"); and

WHEREAS, Landowner has agreed to grant such Easement subject to the terms and conditions herein provided.

Now, Therefore, for and in consideration of the foregoing premises, the mutual

agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
- 2. Grant of Easement. Landowner hereby grants unto the District and its successors and assigns, in perpetuity, an Easement for the purposes of water drainage, management and control on, in, over, under, upon, and through the Easement Property, together with the right of ingress and egress over, across, upon, and through the Easement Property for purposes of effectuating this grant of Easement, as well as any necessary construction, maintenance, repair, installation, or reconstruction which is deemed necessary or desirable by the District.
- 3. INCONSISTENT USE. Landowner agrees and covenants that it shall not grant or exercise any rights in the Easement Property inconsistent with, or which interfere with, the rights herein accorded to the District. This may include, but not be limited to, constructing, or permitting to be constructed, any impediments or structures in the Easement Property.

4. INDEMNIFICATION.

- a. Landowner agrees to indemnify and hold the District harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the Easement Property by Landowner, its agents, employees, or independent contractors.
- b. Landowner agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.
- **5. AUTHORIZATION.** The execution of this Easement Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **6. DEFAULT.** A default by either party under this Easement Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.
- 7. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or Landowner seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. NOTICES. Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving notice and delivered personally to the other parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the others specify):

If to the District: Rivers Edge Community Development District

475 West Town Place, Suite 114

St. Augustine, FL 32092 Attn: District Manager

With a copy to: Hopping, Green & Sams, P.A.

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301 Attn: Jennifer Kilinski

If to the Landowner: Mattamy Jacksonville LLC

7800 Belfort Parkway #195 Jacksonville, FL 32256 Attn: Cliff Nelson

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 District and counsel for Landowner may deliver Notice on behalf of the District and Landowner.

- 9. THIRD PARTIES. This Easement Agreement is solely for the benefit of the District and Landowner, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Landowner any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The District shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the District's right to protect its rights from interference by a third party.
- **10. ASSIGNMENT.** Neither of the parties hereto may assign, transfer or license all or any portion of its rights under this Easement Agreement without the written consent of the other party.

- 11. Controlling Law and Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree and consent to venue in St. Johns County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.
- 12. PUBLIC RECORDS. Landowner understands and agrees that all documents of any kind provided to the District in connection with this Easement Agreement shall be treated as public records in accordance with Florida law.
- 13. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.
- 14. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that the respective parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this instrument.
- **16. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the District and Landowner.
- 17. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

WITNESSES:	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company
Witness Signature Printed name: D. J. Sn: H Witness Signature Witness Signature Printed name: William Rosons	By: Cliff) Nelson Its: Vice President
STATE OF FLORIDA) COUNTY OF Duval	
	owledged before me this 25th day of resident of Mattamy Jacksonville LLC, for and wn to me or [] produced
NOTARY STAMP: Kristin Amanda Johnson NOTARY PUBLIC	Signature of Notary Public
STATE OF FLORIDA Comm# GG011464 Expires 7/13/2020	Kristin Pymarda Johnson Printed Name of Notary Public

RIVERS EDGE COMMUNITY WITNESSES: DEVELOPMENT DISTRICT Witness Signature Printed name: N S. 1 Chairman, Board of Supervisors Witness Signature Printed name: William Rosens STATE OF FLORIDA COUNTY OF Dayal The foregoing instrument was acknowledged before me this 25th day of ..., 2018, by Jason Sessions, as Chairman of the Board of Supervisors of the Rivers Edge Community Development District, for and on behalf of the District. He [Y is personally known to me or [] produced as identification. NOTARY STAMP: Kristin Amanda Johnson NOTARY PUBLIC Comm# GG011464 Printed Name of Notary Public

Exhibit A: Easement Property

Expires 7/13/2020

EXHIBIT A

The Easement Property

All "Stormwater Management Facilities/Ponds" and "Drainage and Access Easements" shown on the plat of Enclave at Rivertown – Phase Two-A, recorded in Plat Book 83, Page 10, of the Official Records of St. Johns County, Florida.



Prepared By and Return To:

Jennifer Kilinski, Esquire Hopping Green & Sams, P.A. 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301

INTERLOCAL AGREEMENT BETWEEN THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AND THE ST. JOHNS COUNTY SCHOOL BOARD REGARDING USE OF THE DISTRICT'S RECREATION FACILITY

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of July, 2018, by and between:

Rivers Edge Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with offices at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092 (the "District"), and

St. Johns County School Board, 40 Orange Street, St. Augustine, Florida 32084 (the "County").

RECITALS

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

WHEREAS, the District owns, operates and maintains recreation facilities, including a competition pool (the "Competition Pool"), at the facility known as the RiverHouse and associated amenity facilities (the "Amenity Facility"); and

WHEREAS, the County has approached the District and desires to make use of the Competition Pool for Bartram Trail High School swim team practices and the hosting of swim meets; and

WHEREAS, the District is willing to allow the County to make use of the District's Competition Pool for Bartram Trail High School swim team practices and up to four (4) swim meets provided that such use does not impede the District's operation of the Amenity Facility as a public improvement; and

WHEREAS, the District has determined that providing the County with the ability to use the Competition Pool as set forth herein is a benefit to the District, is a proper public purpose, and makes appropriate use of the District's public facilities; and

WHEREAS, the Parties warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

<u>SECTION 1.</u> <u>RECITALS.</u> The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. USE OF COMPETITION POOL. The County may use the Competition Pool at the Amenity Facility for Bartram Trail High School swim team practices and up to four (4) swim meets, in accordance with the schedule attached hereto as **Exhibit A** and by this reference made a material part hereof. In consideration of said use of the Competition Pool, the County agrees to the following provisions:

- A. The District will not charge the County a fee for the use of the Competition Pool during the term of this Agreement. The District reserves the right to charge a fee for the use of the Competition Pool in any subsequent Agreement.
- B. The County shall reimburse the District for attorney's fees the District incurs related to the preparation, performance and/or enforcement of this Agreement.
- C. The County's use of the Competition Pool shall be in conjunction with the use of the Amenity Facility by Patrons of the District, and the County's use shall not interfere with the operation of the Amenity Facility as a public improvement.
- D. The County's use of the Competition Pool shall be subject to the policies and regulations of the District. By executing this Agreement, the County agrees it has received a copy of the District's policies and regulations and agrees to ensure it, and those accessing the Competition Pool and Amenity Facility pursuant to this Agreement, shall abide by such policies and regulations.
- E. The County's access is limited to the Competition Pool, the adjacent pool deck, the Amenity Facility restrooms and the parking lot serving the Amenity Facility. No other use of, or access to, the Amenity Facility is permitted.
- F. The County shall provide a current Consumer's Certificate of Exemption, documenting its exemption from Florida Sales and Use Tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. Should the County fail to provide the Consumer's Certificate of Exemption, the District shall charge, and the County shall pay, sales tax on all funds remitted to the District pursuant to this Agreement.
- G. The County shall provide to the District a Rivers Edge Community Development District Consent and Release from Liability ("Release"), in the form

attached hereto as **Exhibit B**, fully executed by each student and the parent of such student, prior to that student's use of the Competition Pool. The County shall not permit any student to use the Competition Pool for the purposes set forth in this Agreement without first providing the District with a fully executed Release for that student. Should the County fail to comply with this Section 2.G, the District may immediately terminate this Agreement, notwithstanding any provisions to the contrary.

SECTION 3. CARE OF THE PROPERTY. The County agrees to use all due care to protect the property of the District, its residents and landowners from damage, and to require any meet participants invited to the Amenity Facility to do the same. The County agrees that it shall assume responsibility for any and all damage to the District's property as a result of the County's use under this Agreement, other than damage which may be attributable to ordinary wear and tear as determined by the District. In the event that any damage to the District's property occurs, the District shall notify the County of such damage. The County agrees that the District may make whatever arrangements are reasonably necessary to promptly make any repairs as are necessary to preserve the health, safety and welfare of the District's Patrons, landowners, lands and facilities. The County agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Section.

<u>SECTION 4.</u> <u>ENFORCEMENT.</u> A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

SECTION 5. INDEMNIFICATION. To the extent of the limits of sovereign immunity set forth in Section 768.28, Florida Statutes, the County agrees to defend, indemnify and hold harmless the District and its Supervisors, officers, agents and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the use of Amenity Facility by the County, including litigation or any appellate proceedings with respect thereto. In the event legal representation or defense is provided pursuant to this Agreement, the County shall be responsible for all costs and fees associated with such representation; however, the District shall be entitled to direct the defense and settle or compromise the action or claim. The parties agree that nothing herein shall be construed as a waiver of the District's or the County's sovereign immunity or limits of liability 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.

SECTION 6. INSURANCE.

- A. The County shall maintain throughout the term of this Agreement the following insurance:
 - (i) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (ii) General Liability Insurance with limits of One Million Dollars (\$1,000,000) applicable to bodily injury, sickness, or death in any one occurrence and One Million Dollars (\$1,000,000) for loss or damage to property in any one occurrence.
- (iii) Employer's Liability Coverage with limits of Two Hundred Fifty Thousand Dollars (\$250,000).
- B. The Rivers Edge Community Development District and its staff, consultants, and supervisors shall be listed as additional insured parties on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. The County shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement.
- SECTION 7. TERM. This Agreement shall commence on August ____, 2018, and shall remain in effect until November _____, 2018, unless canceled earlier in accordance with Section 9 below. However, the covenants and obligations of the County contained in Sections 3, 4, 5, 6 & 8 shall survive termination for acts and omissions that occurred during the effective term of this Agreement.
- <u>SECTION 8.</u> <u>RECOVERY OF COSTS AND FEES.</u> In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.
- <u>SECTION 9.</u> <u>CANCELLATION.</u> The Parties shall have the right to cancel this Agreement at any time without cause upon written notice to the other party. However, the covenants and obligations of the County contained in Sections 3, 4, 5, 6 & 8 shall survive termination for acts and omissions that occurred during the effective term of the Agreement.
- <u>SECTION 10.</u> <u>ENTIRE AGREEMENT.</u> This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.
- <u>SECTION 11.</u> <u>AMENDMENT.</u> Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.
- SECTION 12. ASSIGNMENT. Neither the District nor the County may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.
- <u>SECTION 13.</u> <u>APPLICABLE LAW AND VENUE.</u> 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 shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

<u>SECTION 14.</u> <u>AMENDMENTS.</u> Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

<u>SECTION 15.</u> <u>NOTICES.</u> All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

If to the County: St. Johns County School Board

40 Orange Street

St. Augustine, Florida 32084

ttn:

With a copy to: Upchurch, Bailey and Upchurch, P.A.

780 N. Ponce de Leon Boulevard St. Augustine, Florida 32084 Attn: Frank D. Upchurch III

If to the District: Rivers Edge Community Development District

475 West Town Place, Suite 114

World Golf Village

St. Augustine, Florida 32092

Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300 (32301)

Post Office Box 6526 Tallahassee, Florida 32314 Attn: Jennifer Kilinski

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 District and counsel for the County may deliver Notices on behalf of the District and the County. Any party or other person to whom Notices are to be sent or copied shall notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

<u>SECTION 16. FILING.</u> After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by the duly qualified and authorized officers of each of the Parties, the District shall cause this Agreement to be filed with the Clerk

of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

<u>SECTION 17. SEVERABILITY.</u> The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

<u>SECTION 18.</u> <u>HEADINGS FOR CONVENIENCE ONLY.</u> The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

<u>SECTION 19. EXECUTION IN COUNTERPARTS.</u> This Agreement 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 Agreement to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered In the presence of:	RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
	By:
Print Name:	By: Chairperson/Vice Chairperson
Print Name:	
STATE OF FLORIDA COUNTY OF ST. JOHNS	
, 2018, by the Chairp Development District, on behalf of the I	vas acknowledged before me this day of person/Vice Chairperson of the Rivers Edge Community District. He/She is personally known to me or has produced as identification.
	Print Name:
	Notary Public, State of Florida
	Commission No.:
	My Commission Expires:
	{Notary Seal}

Signed,	sealed	and	deli	vered
In the p	resence	e of:		

ST. JOHNS COUNTY SCHOOL BOARD

Print Name:	By: Name: Title:
Print Name:	
STATE OF FLORIDA COUNTY OF ST. JOHNS The foregoing was sworn to and subs	scribed before me this day of,
Johns County School Board. He/She	on behalf of the St. is personally known to me or has produced as identification.
	(Signature of Notary Public)

Exhibit A: Swim Team Use Schedule

Exhibit B: Rivers Edge Community Development District Consent and Release from

Liability

EXHIBIT A USE SCHEDULE: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT COMPETITION POOL

Desation	0.1		۱.,
Practice	OCI	ieau.	ıe

•	Tryouts August
•	Swim Practice: 4:15-5:45 on Monday, Tuesday, Thursday and Friday and from 3:15
	5:00 on Wednesday.
•	Season ends November
•	No swim practice on any date that includes away meets in the following schedule.

BEARS SWIM AND DIVE SCHEDULE 2017-2018

DATE	OPPONENT	PLACE	Bus	WARM-UP	START
Aug					
21	Pedro Menendez	River Town	No	4:30	5:00
29	Intersquad Meet	River Town	No	4:30	5:00
Sept					
9	Ponte Vedra	PV YMCA	Yes 3:30	4:30	4:30
12	Creekside	River Town	Yes 3:30	4:30	5:00
14	Fleming Island	River Town	No	4:30	5:00
19	Gainesville	Gainesville	Yes 2:45	4:30	5:00
26	Bolles	Bolles	Yes 3:00	4:00	4:30
29	SJRAC Championship Dive Only	Cecil Field Aquatics Center	No	2:30	4:30
30	SJRAC Championship Swim Only	Cecil Field Aquatics Center	No	7:00 am	8:30 am
ОСТ					
4	St. Augustine	Calhoun Center	Yes 3:15	4:30	5:00
10 Nease		Palencia	Yes 3:30	4:30	5:00
	Districts	ТВА			
	Regionals	TBA			
NO.					
NOV					
11	State	Sailfish Splashpark Aquatic Athletics Center			
		931 SE Ruhnke St.			
		Stuart, FL 34994			

EXHIBIT B

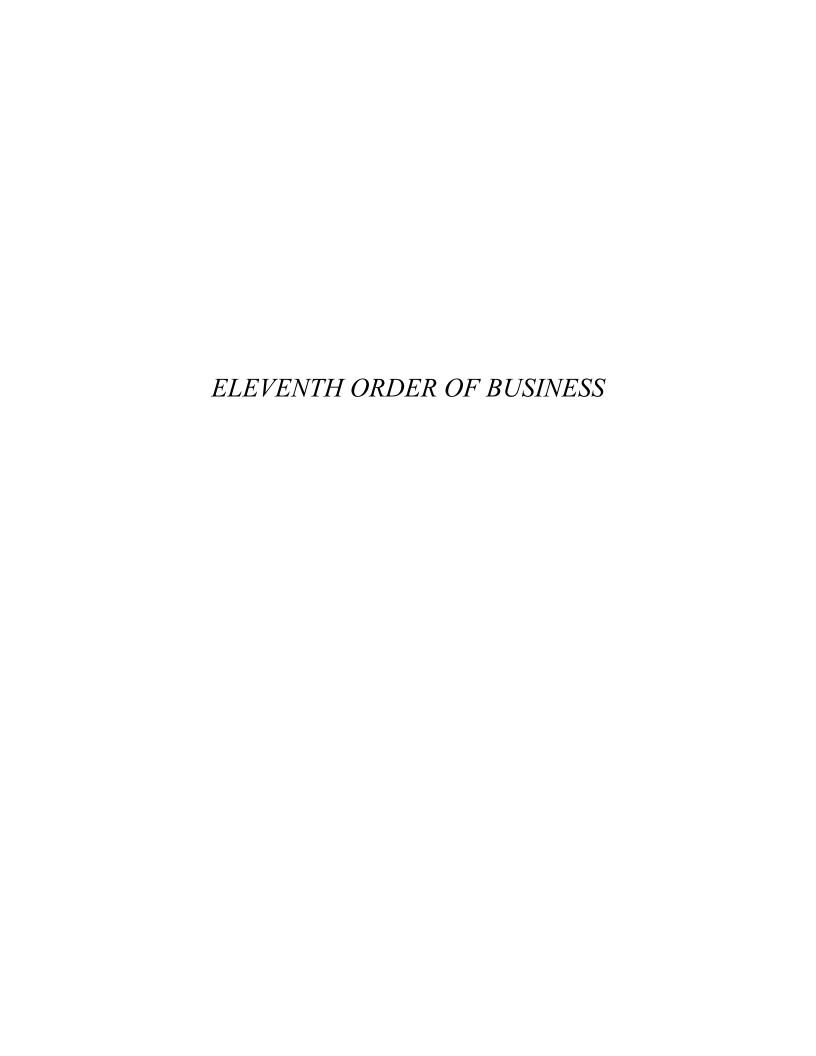
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT CONSENT AND RELEASE FROM LIABILITY

Rivers Edge Community Development District

475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092
Phone: 904-940-5850 Fax: 904-940-5899

Consent and Release from Liability

Date:			
Swimmer Name:			
("FHSAA"), the St. Johns affiliated in any way with District makes no represent lead the swim practices of hereby agree to defend, former and future supervinjury, death, loss to person Swim Team Activities be including, but not limite acknowledge that the swim Team Activities. Certificate, Form EL3, acknowledgments, agreem same extent as if the District's facilities. I fur	th the Rivers Entations concer or swim meets indemnify, wai visors, agents, or on or property, by the above-nated to, the swim immer named at I acknowledge and I agree at ments and author trict was named of the recognize	derstand that neither the Florida High School Athletic Association Board nor personnel affiliated therewith, including coaches, a Edge Community Development District ("District") and that the terning said personnel's qualifications or ability to coach, teach is to be held at the District's pool ("Swim Team Activities"). aive, release and forever discharge the District, and its prese officers and staff, from all claims or demands for damages by, liabilities and/or expenses related in any way to participation mamed swimmer or to any other use of the District's facilitic mming pools, pool deck, restrooms and parking lots. I here above is physically fit and mentally capable of participating in the execution of the FHSAA Consent and Release from Liabil and acknowledge that all representations, waivers, release to the control of the PHSAA consent and Release from Liabil and acknowledge that all representations, waivers, release to the test of the the property of the District to the district to the district of the above-named swimmer's use of the that I have the right to refuse to execute this form. Howeveright to refuse to allow the above-named swimmer to participate	are he or Int, or in es, all ity es, he he
Student Signature	-		
Parent/Legal Guardian Na	ame (Print)		
Parent/Legal Guardian Signature	gnature		_



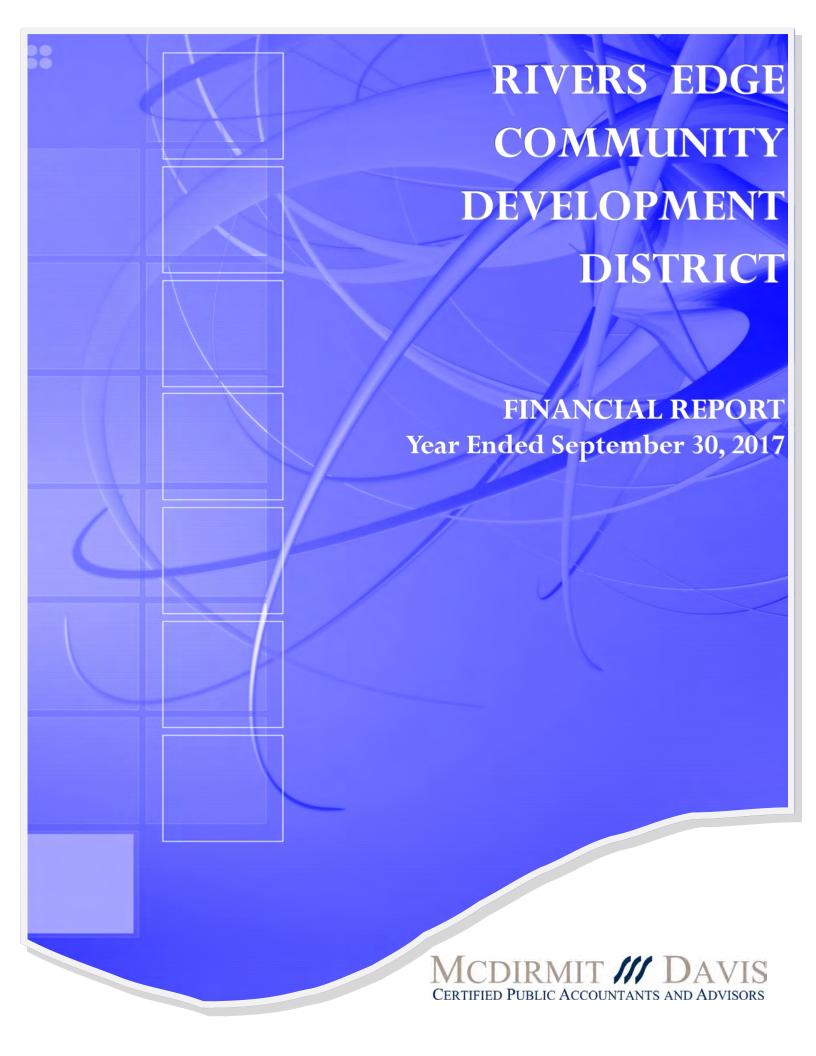


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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Rivers Edge Community Development District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and each major fund of the *Rivers Edge Community Development District* (the "District"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's 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; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2017, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, 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 we 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 June 25, 2018, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. 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 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 the District's internal control over financial reporting and compliance.

McDismit Davis & Company LLC

Orlando, Florida June 25, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the *Rivers Edge Community Development District* (the "District") financial accomplishments provide an overview of the District's financial activities for the year ended September 30, 2017. Please read it in conjunction with the District's Independent Auditor's Report, financial statements and accompanying notes.

This information is being presented to provide additional information regarding the activities of the District and to meet the disclosure requirements of Government Accounting Standards Board Statement (GASB) No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* issued June 1999.

Financial Highlights

- The assets of the District exceeded its liabilities at September 30, 2017 by \$58,163,149, a decrease of \$1,992,249 in comparison with the prior year.
- At September 30, 2017, the District's governmental funds reported a combined fund balance of \$1,357,282, a decrease of \$301,392 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the *Rivers Edge Community Development District*'s financial statements. The District's financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets, deferred outflows and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include general government and maintenance and operations related functions.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: Governmental Funds.

Governmental Funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered to be major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-Wide Financial Analysis

Statement of Net Position - The District's net position was \$(58,163,149) at September 30, 2017. The following analysis focuses on the net position of the District's governmental activities.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Government-Wide Financial Analysis (Continued):

Rivers Edge Community Development District Statement of Net Position

	September 30, 2017	September 30, 2016	
Assets, excluding capital assets	\$ 1,596,283	\$ 2,073,752	
Capital Assets, net of depreciation	73,782,479	70,728,749	
Total assets	75,378,762	72,802,501	
Deferred Outflows of Resources	452,676		
Liabilities, excluding long-term liabilities	648,289	752,103	
Long-term Liabilities	17,020,000	11,895,000	
Total liabilities	17,668,289	12,647,103	
Net Position:			
Net investment in capital assets	57,215,155	58,833,749	
Restricted for debt service	32,908	1,045,641	
Restricted for capital projects	843,301	186,608	
Unrestricted	71,785	89,400	
Total net position	\$ 58,163,149	\$ 60,155,398	

The following is a summary of the District's governmental activities for the fiscal years ended September 30, 2017 and 2016.

Changes in Net Position Year ended September 30,

	2017	2016
Revenues: Program revenues General revenues	\$ 3,216,950 21,930	\$ 2,382,481 8,411
Total revenues	 3,238,880	 2,390,892
Expenses:		
General government	659,500	147,236
Maintenance and operations	3,571,373	2,044,611
Interest on long-term debt	1,000,256	 818,380
Total expenses	5,231,129	 3,010,227
Change in net position	(1,992,249)	(619,335)
Net position - beginning of year	60,155,398	 60,774,733
Net position - ending	\$ 58,163,149	\$ 60,155,398

As noted above and in the statement of activities, the cost of all governmental activities during the year ended September 30, 2017 was \$5,231,129. The majority of these costs are comprised of maintenance and operations expenses.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Financial Analysis of the Government's Funds

The District uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. At September 30, 2017, the District's governmental funds reported combined ending fund balances of \$1,357,282. Of this total, \$9,391 is nonspendable and \$62,394 is unassigned and available for spending at the District's discretion. The remainder of the fund balance \$1,285,497 is restricted to pay debt service and capital project costs.

The fund balance of the general fund decreased \$17,615 due to an increase in expenditures. The debt service fund balance decreased \$130,077 due to increased debt service payments. The capital projects fund decreased \$153,700 due to capital outlay expenditures.

General Fund Budgetary Highlights

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. There was one amendment to the September 30, 2017 general fund budget. The legal level of budgetary control is at the fund level.

Capital Asset and Debt Administration

Capital Assets - At September 30, 2017, the District had \$73,782,479 invested in capital assets, net of accumulated depreciation. More detailed information about the District's capital assets is presented in the notes to the financial statements.

Capital Debt - At September 30, 2017, the District had \$17,020,000 in bonds outstanding. More detailed information about the District's capital debt is presented in the notes to the financial statements.

Requests for Information

If you have questions about this report or need additional financial information, contact the *Rivers Edge Community Development District's* Finance Department at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.



STATEMENT OF NET POSITION

September 30, 2017

	Governmental Activities	
Assets:		
Cash	\$ 26,631	
Investments	35,508	
Assessments receivable	9,842	
Due from developer	234,734	
Prepaid costs	2,150	
Deposits	7,241	
Restricted assets:		
Temporarily restricted investments	1,280,177	
Capital assets:		
Capital assets not being depreciated	22,810,477	
Capital assets being depreciated, net	50,972,002	
Total assets	75,378,762	
Deferred Outflows of Resources: Deferred charge on refunding	452,676	
Liabilities:		
Accounts payable and accrued expenses	239,001	
Accrued interest payable	409,288	
Noncurrent liabilities:		
Due within one year	315,000	
Due in more than one year	16,705,000	
Total liabilities	17,668,289	
Net Position:		
Net investment in capital assets	57,215,155	
Restricted for:		
Capital projects	32,908	
Debt Service	843,301	
Unrestricted	71,785	
Total net position	\$ 58,163,149	

STATEMENT OF ACTIVITIES

Year Ended September 30, 2017

			Program Revenue						Net (Expense) Revenue and Changes in Net Position		
				Charges for		Operating Grants and		Capital Grants and		Governmental	
Functions/Programs	E	Expenses Services			Contributions		Contributions		Activities		
Governmental activities:											
General government	\$	659,500	\$	238,689	\$	54,022	\$	-	\$	(366,789)	
Maintenance and operations		3,571,373		1,292,567		290,916		3,066		(1,984,824)	
Interest on long-term debt		1,000,256		1,318,220		7,170		12,300		337,434	
Total governmental activities	\$	5,231,129	\$	2,849,476	\$	352,108	\$	15,366		(2,014,179)	
	Gen	eral Revenue	s:								
Miscellaneous and investment income								21,930			
Total general revenues								21,930			
Change in net position							(1,992,249)				
Net Position - beginning							60,155,398				
Net Position - ending						\$	58,163,149				

BALANCE SHEET GOVERNMENTAL FUNDS

September 30, 2017

	General	Debt Service	Capital Projects	Total Governmental Funds		
Assets:						
Cash	\$ 26,631	\$ -	\$ -	\$ 26,631		
Investments	35,508	1,247,269	32,908	1,315,685		
Due from developer	234,734	-	-	234,734		
Assessments receivable	4,522	5,320	-	9,842		
Prepaid costs	2,150	-	-	2,150		
Deposits	7,241			7,241		
Total assets	\$ 310,786	\$ 1,252,589	\$ 32,908	\$ 1,596,283		
Liabilities and Fund Balances: Liabilities:						
Accounts payable and accrued expenses	\$ 239,001	\$ -	\$ -	\$ 239,001		
Total liabilities	239,001			239,001		
Fund Balances: Nonspendable Restricted for:	9,391	-	-	9,391		
Debt service	-	1,252,589	-	1,252,589		
Capital projects	-	-	32,908	32,908		
Unassigned	62,394			62,394		
Total fund balances	71,785	1,252,589	32,908	1,357,282		
Total liabilities and fund balances	\$ 310,786	\$ 1,252,589	\$ 32,908			
Amounts reported for governmental activities in the statement	of net position	are different be	cause:			
Capital assets used in governmental activities are not financial resour	rces and therefo	ore are not reported	d in the funds.	73,782,479		
Deferred charges on refunding, which are expenditures in the funds, are deferred and amortized over the life of the bonds.						
Liabilities not due and payable from current available resources are n All liabilities, both current and long-term, are reported in the government			tatements.			
Accrued interest payable		(409,288)				
Bonds payable		(17,020,000)		(17,429,288)		
Net Position of Governmental Activities				\$ 58,163,149		

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GOVERNMENTAL FUNDS

Year Ended September 30, 2017

	General		Debt Service		Capital Projects		Total Governmental Funds	
Revenues:								
Special assessments	\$	1,531,256	\$	1,307,877	\$	-	\$	2,839,133
Prepaid assessments		-		10,343		-		10,343
Developer contributions		344,938		-		-		344,938
Miscellaneous and investment income		21,930		7,170		15,366		44,466
Total revenues		1,898,124		1,325,390		15,366		3,238,880
Expenditures:								
Current:								
General government		194,950	-		-			194,950
Maintenance and operations		1,655,706	-		-			1,655,706
Debt service:								
Interest		-		905,359		-		905,359
Principal		-		325,000		-		325,000
Other debt service costs		-		-		464,550		464,550
Capital outlay		65,083			4	,904,314		4,969,397
Total expenditures		1,915,739		1,230,359	5	5,368,864		8,514,962
Excess (Deficit) of Revenues Over								
Expenditures		(17,615)		95,031	(5	5,353,498)		(5,276,082)
Other Financing Sources (Uses):								
Bonds issued		-		5,402,262	5	5,362,738		10,765,000
Payments to escrow agent		-		(5,623,016)		(167,294)		(5,790,310)
Transfers in		-		9,212		13,566		22,778
Transfers out				(13,566)		(9,212)		(22,778)
Total other financing sources (uses)				(225,108)	5	5,199,798		4,974,690
Net change in fund balances		(17,615)		(130,077)		(153,700)		(301,392)
Fund Balances - beginning of year		89,400		1,382,666		186,608		1,658,674
Fund Balances - end of year	\$	71,785	\$	1,252,589	\$	32,908	\$	1,357,282

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

Year Ended September 30, 2017

Amounts reported for Governmental Activities in the Statement of Activities are different because: Net Change in Fund Balances - total governmental funds (page 10) (301,392)Governmental funds report outlays for capital assets as expenditures because such outlays use current financial resources; however, in the statement of net assets the cost of those assets is recorded as capital assets. Depreciation on capital assets is not recognized in the governmental fund statements, however, depreciation is reported as an expense in the statement of activities. Capital outlay 4.969.397 Depreciation expense (1,915,667)3,053,730 The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal on long-term debt uses current financial resources of governmental funds. Neither transaction however, has any effect on net position. Bond proceeds (10,765,000)Repayment of bonds payable 325,000 (10,440,000)Payment to refunded bond escrow agent and redemption premium, which are reported as other financing uses in the governmental funds are eliminated in the statement of activities and recognized as a decrease in bonds payable and increase in deferred charge on refunding in the statement of net position. 5,790,310 Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. Change in accrued interest (72,263)Amortization of deferred charges in refunding (22,634)(94,897)Change in Net Position of Governmental Activities (page 8) (1,992,249)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL - GENERAL FUND

Year Ended September 30, 2017

	Budgeted Amounts				Actual Amounts		Variance with Final Budget Positive (Negative)	
	Original			Final		111041110		io gatii vo j
Revenues:		<u> </u>						
Special Assessments	\$	1,518,870	\$	1,526,733	\$	1,531,256	\$	4,523
Developer Contributions		5,000		159,212		344,938		185,726
Miscellaneous and Investment Income		5,000		22,229		21,930		(299)
Total revenues		1,528,870		1,708,174		1,898,124		189,950
Expenditures:								
Current:								
General government		148,344		183,582		194,950		(11,368)
Operation and maintenance		1,380,526		1,437,913		1,655,706		(217,793)
Capital Outlay		-		65,083		65,083		
Total expenditures		1,528,870		1,686,578		1,915,739		(229,161)
Net change in fund balance		-		21,596		(17,615)		(39,211)
Fund Balance - beginning		89,400		89,400		89,400		
Fund Balance - ending	\$	89,400	\$	110,996	\$	71,785	\$	(39,211)



NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies:

Reporting Entity

Rivers Edge Community Development District, (the "District") was established on November 1, 2006 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, as amended (the "Act") and established by Rule 42FFF-1.001, et seq. Florida Administrative Code, of the Florida Land and Water Adjudicatory Commission (FLWAC"), effective November 11, 2006, as amended on September 6, 2011, and June 27, 2017. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and the power to levy and collect non-ad valorem assessments for the financing and delivery of capital infrastructure. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District. Effective June 27, 2017, the District contracted the boundaries of the District and removed approximately 2,500 acres leaving a total of approximately 1,677 acres within the District.

The District is governed by the Board of Supervisors (the "Board"), which is composed of five members. At present, the Supervisors are elected on an at large basis by the owners of the property within the District. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2017, three of the Board members are affiliated with Mattamy Jacksonville, LLC (the "Developer") or an affiliated entity.

The Board has the final responsibility for, among other things:

- 1. Allocating and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements 14, 39 and 61. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Government-Wide and Fund Financial Statements

The financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants, contributions and investment income that are restricted to meeting the operational or capital requirements of a particular function or segment and 3) operating-type special assessments that are treated as charges for services (including assessments for maintenance and debt service). Other items not included among program revenues are reported instead as *general revenues*.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the modified *accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough 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 are recorded when a liability is incurred, as under accrual accounting; however, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments and operation and maintenance assessments, are non-ad valorem assessments imposed on all lands located within the District and benefited by the District's activities. Operation and maintenance assessments are levied by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. These assessments are imposed upon all benefited lands located in the District. Debt service special assessments are imposed upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District. Certain debt service assessments are collected upon the closing of those lots subject to short term debt and are used to prepay a portion of the bonds outstanding.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued):

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. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

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.

Debt Service Fund - accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund - accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Restricted Assets - These assets represent cash and investments set aside pursuant to bond covenants.

Deposits and Investments - The District's cash and cash equivalents are considered to be cash on hand and demand deposits.

Investments of the District are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The District's investments consist of investments authorized in accordance with Section 218.415, Florida Statutes.

Prepaid Items - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance (Continued):

Capital Assets - Capital assets, which include property, plant, equipment and infrastructure assets (e.g., utilities system, stormwater system, landscaping and similar items), are reported in the applicable governmental activities column in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Amenity Center	30
Infrastructure	30

Long Term Obligations - In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of premiums or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance (Continued):

Deferred Outflows/Inflows of Resources - In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2017.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2017.

Net Position Flow Assumption - Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund Balance Flow Assumptions - Sometimes the District will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 1 - Summary of Significant Accounting Policies (Continued):

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance (Continued):

Fund Balance Policies - Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The District itself can establish limitations on the use of resources through either commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes fund balance amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the government that can, by adoption of an ordinance or resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance or resolution remains in place until a similar action is taken to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The Board of Supervisors has authorized the District Manager to assign amounts for specific purposes. The Board of Supervisors may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above and additional action is essential to either remove or revise a commitment.

Other Disclosures

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Stewardship, Compliance and Accountability:

Budgetary Information

The District is required to establish a budgetary system and an approved annual budget for the General Fund. Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at the fiscal year end. The legal level of budgetary control is at the fund level. Any budget amendments that increase the aggregate budgeted appropriations, at the fund level, must be approved by the Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- 1. Each year the District Manager submits to the District Board proposed budgets for the fiscal year commencing the following October 1.
- 2. A public hearing is conducted to obtain public comments.
- Prior to October 1, the budget is legally adopted by the District Board.
- 4. Subject to certain limited exceptions set forth in the District's appropriation resolutions adopted each year, all budget changes must be approved by the District Board.
- 5. The budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

Excess Expenditures Over Appropriations

The general fund had expenditures in excess of appropriations of \$229,161.

Note 3 - Deposits and Investments:

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - Deposits and Investments (Continued):

Investments

The District categorizes its fair value measurements 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.

Under GASB 72, assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining 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.

The District has the following recurring fair value measurements as of September 30, 2017:

• Money market mutual funds of \$1,315,685 are valued using Level 2 inputs.

The District's investment policy is governed by State Statutes and the District Trust Indenture. This policy allows investments in any financial institution that is a qualified public depository of the State of Florida as identified by the State Treasurer, in accordance with Chapter 280 of the Florida Statutes. Authorized investments are:

- The State Board of Administration Local Government Investment Pool (SBA);
- 2. Securities and Exchange Commission Registered Money Market Funds with the highest credit quality rating from a nationally recognized rating agency;
- 3. Interest-bearing savings accounts and certificates of deposit in state-certified qualified public depositories;
- 4. Direct obligations of the U.S. Treasury.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - Deposits and Investments (Continued):

Investments (Continued):

Investments made by the District at September 30, 2017 are summarized below. In accordance with GASB 31, investments are reported at fair value.

			Weighted
		Credit	Average
Investment Type	Fair Value	Rating	Maturity
First American Government Obligation Funds	\$ 1,315,685	AAAm	32 days

Credit Risk:

The District's investment policy limits credit risk by restricting authorized investments to those described. Investments in U.S. Government securities and agencies must be backed by the full faith and credit of the United States Government. Short term bond funds shall be rated by a nationally recognized ratings agency and shall maintain the highest credit quality rating.

Custodial Credit Risk:

In the case of deposits, this is the risk that, in the event of a bank failure, the District's deposits may not be returned to it. The District's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2017, all of the District's bank deposits were in qualified public depositories.

For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2017, none of the investments listed are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration of Credit Risk:

The District's investment policy does not specify limits on the amount the District may invest in any one issuer.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - Deposits and Investments (Continued):

Investments (Continued):

Interest Rate Risk:

The District's investment policy does not specifically address interest rate risk; however, the general investment policy is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values by investing primarily in pooled investments that have a weighted average maturity of less than three months.

Note 4 - Capital Assets:

Capital asset activity for the year ended September 30, 2017 was as follows:

	Beginning Balance	Additions	Disposals	Ending Balance
Governmental Activities:				
Capital Assets, not being depreciated:				
Infrastructure under construction	\$ -	\$ 4,956,173	\$ -	\$ 4,956,173
Land and land improvements	17,841,080	13,224	-	17,854,304
Total capital assets, not being depreciated	17,841,080	4,969,397		22,810,477
Capital Assets Being Depreciated:				
Infrastructure-drainage	20,506,060	-	-	20,506,060
Infrastructure-roads	31,529,069	-	-	31,529,069
Infrastructure-streetlights	168,635	-	-	168,635
Infrastructure-other	662,783	-	-	662,783
Amenity center	4,603,449			4,603,449
Total capital assets, being depreciated	57,469,996			57,469,996
Less Accumulated Depreciation for:				
Infrastructure-drainage	(1,686,309)	(683,536)	-	(2,369,845)
Infrastructure-roads	(2,663,791)	(1,050,969)	-	(3,714,760)
Infrastructure-streetlights	(27,986)	(5,621)	-	(33,607)
Infrastructure-other	(50,793)	(22,093)	-	(72,886)
Amenity center	(153,448)	(153,448)		(306,896)
Total accumulated depreciation	(4,582,327)	(1,915,667)		(6,497,994)
Total capital assets being depreciated, net	52,887,669	(1,915,667)		50,972,002
Governmental activities capital assets, net	\$ 70,728,749	\$ 3,053,730	\$ -	\$ 73,782,479

Depreciation expense for 2017 in the amount of \$1,915,667 was charged to maintenance and operations. District improvements are substantially complete.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 5 - Interfund Transactions:

Interfund transfers for the year ended September 30, 2017 are as follows:

	Transfers In		
	Debt	Capital	_
Transfers Out:	Service	Project	Total
Debt Service	-	13,566	13,566
Capital Projects	9,212		9,212
	9,212	13,566	22,778

Transfers were in accordance with the Trust Indenture.

Note 6 - Long-Term Liabilities:

Capital Improvement Revenue Bonds, Series 2008

On March 1, 2008, the Series 2008 Bonds were issued pursuant to the Master Indenture, as supplemented by that certain Second Supplemental Trust Indenture (together with the Master Indenture, the "2008 Indenture"), between Main Street Community Development District ("Main Street") and the Trustee, Main Street previously issued its \$13,980,000 Capital Improvement Revenue Bonds, Series 2008A Bonds (the "Series 2008A Bonds") and its \$19,350,000 Main Street Community Development District Capital Improvement Revenue Bonds, Series 2008B (the "Series 2008B Bonds, the "Series 2008 Bonds"). Pursuant to that certain Merger Agreement and that certain Assumption Agreement, the District assumed the obligations of Main Street with respect to the Series 2008 Bonds. The Bonds were issued to benefit the District's resident and landowners. The 2008A Bonds are due May 1, 2038 with a fixed interest rate of 6.8% and the Series 2008B Bonds are due May 1, 2017 with a fixed interest rate of The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Series 2008A Bonds is to be paid serially, commencing May 1, 2009 through May 1, 2038 and the principal on the Series 2008B Bonds is to be paid in one lump sum on May 1, 2017. During a prior fiscal year, the District prepaid the entire balance of the Series 2008B Bonds and they are no longer due or outstanding.

The Series 2008A Bonds are subject to redemption at the option of the District, in whole or in part at a redemption price set forth in the Bond Indenture. The Series 2008A Bonds are subject to optional and extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Indenture. This requirement has been met at September 30, 2017.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Liabilities (Continued):

Capital Improvement Revenue Bonds, Series 2008 (Continued)

The Bond Indenture has 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 agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Payment of principal and interest on the 2008A Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

The Series 2008A Bonds were partially refunded in the current year. Total principal and interest remaining on the Series 2008A Bonds at September 30, 2017 is \$12,276,600. For the year ended September 30, 2017, principal and interest paid was \$792,640 and total special assessment revenue pledged was \$606,243.

Advance Refunding of Bonds Payable

The District issued Capital Improvement Revenue and Refunding Bonds, Series 2016 to partially refund \$5,315,000 of 2008A Capital Improvement Revenue Bonds and finance cost of certain improvements and pay issuance costs. The reacquisition price exceeded the net carrying amount of the old debt by \$475,310, which is reported as a deferred outflow on the statement of net position. The refunding was undertaken to reduce total future debt service payments. The transaction resulted in an economic gain of \$121,169 and a reduction of \$1,222,497 in future debt service payments.

Capital Improvement Revenue and Refunding Bonds, Series 2016

In October 2016, the District issued \$10,765,000 of Capital Improvement Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds consist of \$1,805,000 Term Bonds due May 1, 2026 with an interest rate of 4.5%, \$3,735,000 Term Bonds due May 1, 2038 with an interest rate of 5.2%, and \$5,225,000 Term Bonds due May 1, 2046 with an interest rate of 5.3%. The Bonds were issued to refund the Series 2008 Bonds, finance the acquisition and construction of certain improvements and pay certain bond issuance costs for the benefit of the District. Interest is paid semiannually on each May 1 and November 1. Principal on the Series 2016 Bonds is to be paid serially, commencing May 1, 2017 through May 1, 2046.

The Series 2016 Bonds are subject to redemption at the option of the District, in whole or in part at a redemption price set forth in the Bond Indenture. The Series 2016 Bonds are subject to optional and extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Indenture.

The Bond Indenture requires that the District maintain adequate funds in a reserve account to meet the debt service reserve requirement as defined in the Indenture. This requirement has been met at September 30, 2017.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Liabilities (Continued):

Capital Improvement Revenue Bonds, Series 2016 (Continued)

The Bond Indenture has 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 agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. Payment of principal and interest on the 2016 Bonds is secured by a pledge of and a first lien upon the pledged special assessment revenue. The District is in compliance with the requirements of the Bond Indenture.

Total principal and interest remaining on the Series 2016 Bonds at September 30, 2017 is \$20,851,580. For the year ended September 30, 2017, principal and interest paid was \$437,719 and total special assessment revenue pledged was \$711,977.

Long-term debt activity for the year ended September 30, 2017 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Due Within One Year
Governmental activities: Bonds Payable:					
Series 2008 Series 2016	\$ 11,895,000 -	\$ - 10,765,000	\$ (5,480,000) (160,000)	\$ 6,415,000 10,605,000	\$ 145,000 170,000
Governmental activity long- term liabilities	\$ 11,895,000	\$ 10,765,000	\$ (5,640,000)	\$ 17,020,000	\$ 315,000

At September 30, 2017, the scheduled debt service requirements on the bonds payable were as follows:

	Governmental Activities		
Year Ending September 30,	Principal	Interest	
2018	\$ 315,00	982,290	
2019	330,00	964,660	
2020	350,00	0 946,125	
2021	370,00	0 926,420	
2022	385,00	0 905,585	
2023 - 2027	2,315,00	0 4,172,360	
2028 - 2032	3,115,00	0 3,400,435	
2033 - 2037	4,220,00	0 2,332,965	
2038 - 2042	3,065,00	0 1,129,925	
2043 - 2046	2,555,00	0 347,415	
	\$ 17,020,00	0 \$ 16,108,180	

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 7 - Developer Transactions:

Assessments from Developer

The Developer owns a significant portion of the developed and undeveloped property within the District; therefore, assessment revenue in the general and debt service funds include the assessments levied on those lots and property owned by the Developer. The Developer's portion of special assessment revenue and Developer contributions for the year ended September 30, 2017 totaled \$2,697,604, which is 85% of total special assessment revenue. Of this amount, \$234,734 is due from the Developer at year end and was received by the District subsequent to year end.

Concentrations

A significant portion of 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.

Note 8 - Tri-Party Funding Agreement:

During a prior year, the District entered into a tri-party agreement for certain services with the Developer and Rivertown Community Association, Inc. (the "Association"). The agreement requires the District to provide funding for services on land areas located within the boundaries of the District and owned by each of the three parties to the agreement, and to reimburse the District for their proportionate share of those costs. For the fiscal year ended September 30, 2017, the reimbursements from this agreement with the District was \$344,938 from the Developer. No funding was received from the Association because there were no costs incurred for the year ended September 30, 2017.

Note 9 - Management Company:

The District has contracted with a management company to perform management services, which include financial consulting and accounting services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting and other administrative costs.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 10 - Risk Management:

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. These risks are covered by commercial insurance from independent third parties. The District has not filed any claims under this commercial coverage during the last three years.

Note 11 – Subsequent Events:

In May 2018, the District issued Series 2018 Bonds of \$7,050,000 to finance infrastructure construction.





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

To the Board of Supervisors

Rivers Edge Community Development District

We have audited, in accordance with 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 of the governmental activities and each major fund of the *Rivers Edge Community Development District* (the "District") as of and for the year ended September 30, 2017, which collectively comprise the District's financial statements and have issued our report thereon dated June 25, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the 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 a 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 over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the 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 District'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 District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McDismit Davis & Company LLC

Orlando, Florida June 25, 2018



MANAGEMENT COMMENTS

Board of Supervisors
Rivers Edge Community Development District

We have audited the financial statements of the *Rivers Edge Community Development District* (the "District"), as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated June 25, 2018.

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 Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in these reports, which are dated June 25, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the *District's* financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by 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.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

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 abuse, that have occurred, or are likely to have occurred, that have 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.

McDismit Davis & Company LLC

Orlando, Florida June 25, 2018



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors Rivers Edge Community Development District

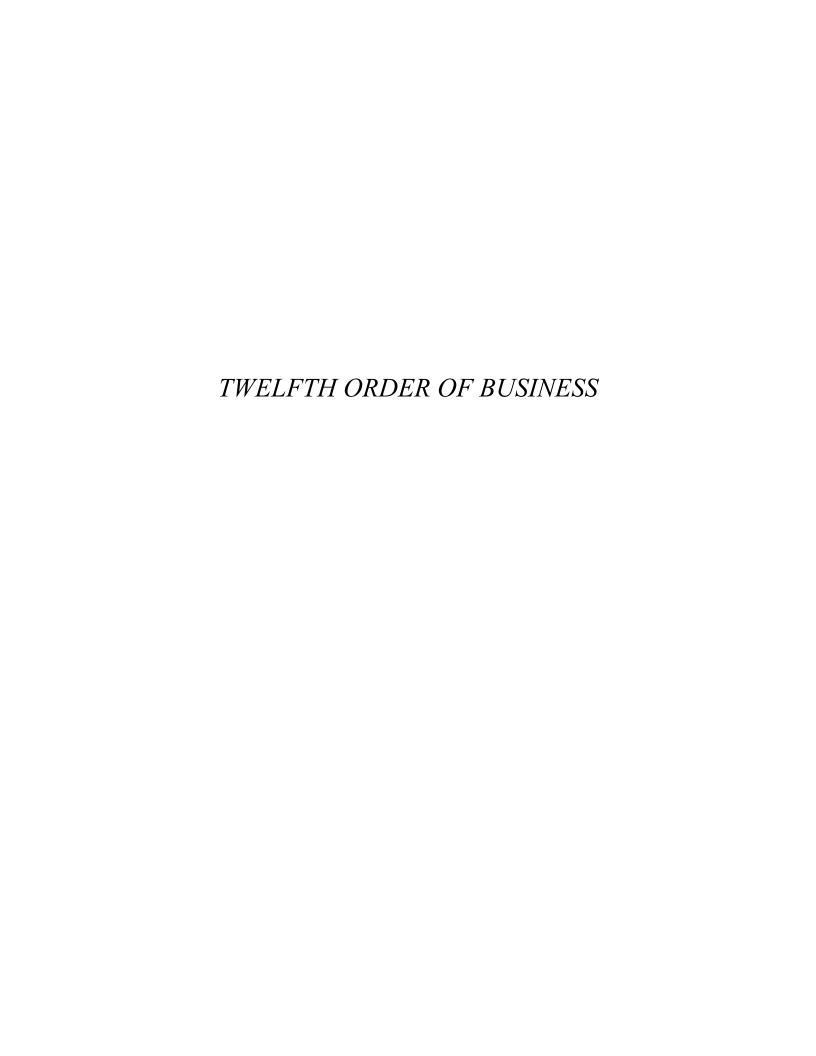
We have examined *Rivers Edge Community Development District's* (the "District") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2017. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on 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 the standards applicable to attestation engagements contained in *Government Auditing Standards issued by the Comptroller General of the United States*, and, accordingly, included examining, on a test basis, evidence about the 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 the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

McDismit Davis & Company LLC

Orlando, Florida June 25, 2018



Minutes of Meeting Rivers Edge Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District was held Tuesday, June 12, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jason Sessions Chairman

Tara Jinks Vice Chair by telephone

Judy LongSupervisorCharles OatesSupervisorJustin FrisbeeSupervisor

Also present were:

Jim PerryDistrict ManagerJennifer KilinskiDistrict Counsel

Jennings Cooksey Hopping Green & Sams

Ryan Stillwell District Engineer

Roy Deary
Jason Davidson
Vesta
Robert Beladi
Vesta
Louis Cowling
Mark Roberts
Mattamy
D.J. Smith
Mattamy
Ernesto Torres
GMS

Justin Rowan MBS Capital Markets, LLC

The following is a summary of the minutes and actions taken at the June 12, 2018 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS Roll Call

Mr. Perry called the meeting to order at 11:00 a.m. and called the roll.

SECOND ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation from Rick Egger

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor Rick Egger's resignation was accepted.

B. Appointment of New Supervisor to Fill Unexpired Term of Office 11/2018

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor Justin Frisbee was appointed to fill the unexpired term of office.

C. Oath of Office for Newly Appointed Supervisor

Mr. Perry being a notary public of the State of Florida administered the oath of office to Justin Frisbee.

Mr. Perry stated after the meeting we will sit down and go through all the documents that we will be providing you. There is a form 1 statement of financial interest that you need to fill out and submit to the supervisor of elections in the county in which you reside within 30 days. It is very important because if you do not fill it out and send it to them they will fine you. After that are some documents, some relate to questions and answers about what community development districts are and there is a copy of Chapter 190, Florida Statutes, which governs community development districts and a Florida Commission on Ethics guide to the sunshine amendment. Anything that may come before this board in the future you cannot talk about to another supervisor outside of a public meeting. It doesn't mean you can't talk to them about golf or football but you can't talk to them about pool repair or landscaping bidding and things of that nature that would come back before this board for consideration. We do have copies of everything we provide at the meetings so you don't really need to retain them but if you do want to retain it we suggest you keep it separate from any of your personal belongings or business dealings. If there is ever a public records request you have a specific file. In addition to the communication or meeting with other supervisors you can't communicate with them by email or things of that nature. You will be getting from district staff periodically documents and if it says,

do not reply to all, do not do that because sometimes we send them out to the whole board of supervisors.

Ms. Kilinski stated the biggest thing is that this office is treated just like a city or county commissioner is it is not different in terms of application of sunshine law or Chapter 112 so if you have any questions it is not always intuitive, the biggest thing is not talking about anything that is pending or may come before the board with any other supervisor.

D. Consideration of Resolution 2018-08 Election of Officers

Mr. Perry stated your current officers are Jason Sessions chairman, Tara Jinks Vice Chair, Judy long, Charles Oates, James Oliver assistant secretaries, Dave deNagy treasurer and I am the secretary and assistant treasurer and we suggest unless you want to make changes to keep that same slate and add Justin as an assistant secretary.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor Resolution 2018-08 was approved as read into the record and adding Mr. Frisbee as an assistant secretary.

FOURTH ORDER OF BUSINESS Discussion of Refunding the Outstanding Series 2008A Bonds

Ms. Kilinski stated in your agenda package you have an engagement letter from MBS Capital Markets. You have seen a form of this before.

Mr. Rowan stated the SEC requires that we first be hired on a particular transaction before we can discuss any structuring or refinancing or any type of analysis. The intent is to clarify our role in transactions being investment bankers as opposed to a municipal advisor. We ask that you approve hiring us to look into refinancing the outstanding series 2008A bonds. We have a presentation that I can hand out, we can review that and the board is able to terminate our contract but as a formality we first need to be hired.

Ms. Kilinski stated there is no cost involved in the presentation, the cost will only be involved if the refunding actually happened. The contract provides for termination with or without cause immediately without a notice period.

Mr. Perry stated as background MBS has been involved in all the bonds on this district since inception and they have a long history with the district.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor an agreement with MBS Capital Markets for the purpose of refunding the 2008A bonds was approved.

Mr. Sessions outlined the areas encompassed by the 2008A Bonds

Mr. Rowan stated when a district issues new bonds for a new project or ongoing project as we just did for Phase 3, the bonds are issued on a non-rated basis and that is primarily because of the diversification of the assessment payers. Generally, over seven to ten years as the project matures, residents move in and you go from one to hundreds of assessment payers the value of the property increases, the district can go out and seek investment grade rating or bond insurance and that is why districts refinance their bonds at a lower interest rate.

Mr. Rowan gave a brief synopsis of what has transpired with the Series 2003 Bonds and stated in 2008 the district issued 2008 A and B Bonds on a non-rated basis and in 2011 Main Street CDD and Rivers Edge CDD merged and Rivers Edge CDD assumed Main Street's debt then the 2008B Bonds were paid down and are no longer outstanding. In 2016 there was a series of bonds issued that partially refunded the outstanding series 2008A bonds leaving a balance that was not refinanced at that time and the portion that was not refinanced is what we are looking at today. The outstanding amount of the series 2008 A bonds today is \$6,225,000 the current interest coupon is 6.8% and those bonds mature in May 2038.

When we looked at who the assessment payers are rather than 90% of the assessment payers being homeowners, which is generally where a district will seek to get investment grade rating in this situation it is about 60/40 split, 63% of the assessment payers are residents 37% is still the developer. Even though it isn't a prime candidate for bonds to be refinanced we have been successful in the past in doing senior/subordinate structure. In essence that allows us to bifurcate the refunding bonds and form a Series A1 and Series A2 and seek an investment grade rating on the portion of the bonds that are being paid by residents and the portion of the bonds being paid by the developer would be the A2 series. We are able to seek a lower interest rate on 63% of the bonds the other 37% will be a higher interest rate but allows us to blend that interest rate.

We suggest that you allow us to go out and start seeing if we can get a portion of these bonds rated. The other thing we will do is approach banks to see if we can do a private placement as opposed to a public offering. When you do a private placement with a bank

generally it gets a lower interest rate, lower cost of issuance, less documentation, a quicker turnaround from start to finish. That is a little more iffy on this particular situation but still an option that we would pursue. If the board would approve, that would be our next step to approach banks and seek a rating for a portion of the bonds and at the next board meeting we would come back and present the board with all the options and you would then direct us on how to move forward. Depending on where we come back with next month there is a possibility that the particular structure even though we could generate a reduction in annual debt service it is possible that it would increase the total principal amount of the outstanding bonds. As an example when you roll into the closing costs into a home refinancing you might end up with a higher loan amount even though you are reducing the annual payment. If that were the case the board would need to go through the assessment process again and you would have to notice all landowners.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor MBS Capital Markets was authorized to move forward with a potential refinancing of the 2008A bonds and to come back at the next board meeting with options available to the board.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2018-09 Approving the Proposed Budget for Fiscal Year 2019 and Setting a Public Hearing Date for Adoption

Mr. Perry stated we provided the board members with copies of the proposed budget. This is the start of the budget process, staff has been working through this the last couple of months and we are proposing that the board approve this budget, we will have a public hearing scheduled for August 16th, which is a 6:00 p.m. meeting. We are proposing an increase in assessments, which are highlighted as follows. The developer cost share went up, developer funding of the River Club. Grounds maintenance went up for additional landscaping services, increases for services, mulch and irrigation and water use, increases for certain line items in the amenity center that is related to the level of service. The biggest line item we changed is a general reserve and that is for future repairs and replacement of assets of the district. The biggest component of that is roadways. We did a fixed asset study and we need to fund that on a yearly basis and that is built into this budget. Amenity River Club and all those expenses are being reimbursed by Mattamy. The proposed assessments are on the last page that shows the proposed

increase for individual lot owners in regard to O&M if this budget stays in place and we make no further refinements to expenditures. For a single-family 50-59 foot lot the total increase would be \$132 and that is the gross increase for the year. If you paid it early you would receive a 4% discount and it would be about \$127 increase for the year. We would mail notice to all the individual lot owners letting them know of the increase on the O&M assessments.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor Resolution 2018-09 approving the fiscal year 2019 budget and setting a public hearing for August 16, 2018 at 6:00 p.m. was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2018-10 Ratifying the Sale of the series 2018 Bonds

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor Resolution 2018-10 was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Second Amended & Restated Disclosure of Public Financing

Mr. Perry stated this is an update of the public financing disclosure to reflect the 2018 bonds.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the second amended and restated disclosure of public financing was approved in substantial form.

EIGHTH ORDER OF BUSINESS

Approval of the Minutes of the May 16, 2018 Meeting

On MOTION by Ms. Long seconded by Mr. Sessions with all in favor the minutes of the May 16, 2018 were approved as presented.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kilinski stated I wanted to talk the board through conceptual approval of a maintenance agreement for maintenance of stormwater management systems that the district

acquired with the 2018 issuance. It came to our attention that certain of the improvements the district owns we don't have platted easement access at this point. I would like to draft a very simple maintenance easement in favor of the district to cross developer owned lands so we can get to the ponds in order to maintain them and operate them pursuant to our permits.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor district counsel was authorized to draft maintenance easements for the purpose of maintaining or operating surface water management systems to be ratified at the next meeting.

B. Engineer – Consideration of Requisitions 37 - 39

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor requisitions 37 - 39 were approved.

C. Manager

Ms. Kilinski stated we will likely in July have information and a proposal and we will talk about any budgetary impacts. There has been a recent rash of lawsuits against governmental entities for compliance with ADA accessibility standards for websites. A couple lawsuits have been filed in South Florida that made us aware of additional standards that were promulgated in federal rule, we were tracking the rules in 2016 and 2017, those rules were disbanded under President Trump but there have been lawsuits that have been filed. There is a growing body of case law not in Florida but elsewhere that we think at some point we are going to need to pay attention to.

Ms. Long asked which websites are you talking about?

Ms. Kilinski stated any district run website, any unit of government, it was counties and cities in Florida that has now moved to special districts that are requiring Title 2. Our office is working on putting together a list of potential consultants that could make the district's websites compliant and we will hopefully be prepared in July to bring back a proposal for that for you to consider.

D. Amenity Manager

Mr. Davidson gave an overview of the amenities manager report, copy of which was included in the agenda package.

The board gave an okay for the St. Johns County Fire and Rescue to use the lap pool a couple times a week.

E. Field Services

1. Report

Mr. Beladi gave an overview of the field operations report, which was included in the agenda package.

2. Howard Services Proposals

Mr. Beladi stated I need approval for HVAC services for the refrigerators, walk in coolers and reach in coolers,

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the proposals from Howard Services for HVAC maintenance and inspection and refrigeration maintenance and inspections were approved.

TENTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

Mr. Oates stated my wife and I were driving through RiverTown the other evening at dusk and a golf cart with no headlights driven by kids and we barely saw them in time and potentially that could have been a problem. Are they required to have headlights on?

Mr. Sessions responded yes.

Ms. Long stated we make major decisions here and we don't have a lot of public attend the meetings. I feel that the board members need to have communication with them. I was hoping that when we make decisions like Jason will say we will have golf cart signs put up and we are having pending discussion about rules and regulations for golf carts, and once we voted on this and decided if we could somehow in the newsletter each month put out a short synopsis of what the CDD board has decided so it is not such a shock when people get things that they are already going to be prepared for and what is going to be coming down to them. Communication with the community is vital.

Mr. Perry stated the district does have a website and the minutes get posted on there.

Ms. Long stated they don't go to that and they don't know but they did get monthly reports from Vesta and I have noticed in other communities they have a little excerpt at the bottom that says we are going to be putting up new signs, the basketball court will be done in two weeks, we are very excited about it. We have to communicate because of Facebook it can turn against us real quick and against the developer. I'm trying to submit this as being open and aboveboard with the community. You have a happy community you are going to have people talk about what a great community it is and you are going to have more people come in and buy homes.

Mr. Sessions stated we have meetings, we post the meeting time on the sign and we have them during the day but when we have them at night we don't get a better turn out. I think we are doing a better job with the newsletter in putting out information like the basketball court and those kinds of things.

Ms. Long stated if we were to do something and let people kind of know what is coming down the pike why couldn't we put a short synopsis of what is going on in the newsletter.

Mr. Sessions stated I would be concerned with summarizing the meeting minutes and someone taking the position of what is important and what is not, which is why I think we should refer them to the meeting minutes. I agree on the development items that Mattamy is doing and funding. That is a marketing tool for us and we would love to have more of that information going out and we are working on that process. We have a marketing company reformatting the newsletter and we are going to get better with that but I would be concerned summarizing the meeting minutes and what is important and what is not because to me everything we discussed today, the refinancing, the budgets all those things are important.

Ms. Long stated I know that is very important to the board but if you were to make a short synopsis of that it is fine too, but we have a lot of problems with golf carts. We have already approved that we are going to be a golf cart community, but nobody out there even knows that. We are working on rules and laws that come down from the county and State of Florida and I want people to know this is not a personal thing that we are doing that this is according to the laws of the State of Florida. What we are going to put out to them is basically what other communities have done that want to comply with being a golf cart community. On top is communication, that is all.

Ms. Kilinski stated from a legal standpoint there is a lot of different ways you can approach it. What Jason was saying is what we have run into in a number of districts and the folks from Vesta can attest to this too is that you start doing that and there becomes a certain level of what is important and what is not and why did you say it this way, if you had said it this way then I would have been more reactive to it. It is not so much a legal issue and it sounds silly, but you have seen at first hand it becomes a very major headache more than it seems like it would be sitting here today.

Ms. Long stated when we present the golf cart rules and regulations, can we put an explanation in that this is not drawn up by Mattamy but is the way we have to do it to comply with the county.

Ms. Kilinski stated Vesta is working on something. Your comment at the last meeting was can we make it user friendly and have a summary and refer them back to the major package and the only way to structure that is to make everybody aware in the newsletter that the minutes are available. If you want to see a synopsis of what the board is considering and what has been approved tell them exactly where to find the minutes so they can review them in full and then some of the items you are concerned about summarizing and getting feedback from the community maybe Vesta can help.

Mr. Sessions stated when they are taking their picture and redoing their access, they are having to sign that they have read all the existing rules. That is one thing we do to make sure people can't say they didn't know.

Ms. Long stated I think that would be good and add that in the newsletter.

Ms. Kilinski stated Roy can speak a lot to this because he is at so many different districts and sees this first hand all the time. It is always a balance between communicating and making sure people are informed so that Facebook isn't the only source of their information because there is a lot of untruth there with over communicating and leaving important things out that then becomes a politically contentious issue unnecessarily.

Mr. Sessions stated I think there is a happy medium here. We are working to better communicate with the residents.

Ms. Long stated due to an incident that happened in Florida, I was very concerned because we have so many ponds in Rivertown and so many people move here who are not aware

of alligators. We already have no swimming signs if we could add beware of alligator signs because we had a 10-foot alligator in the Landings.

- Mr. Sessions stated we had talked about doing that already and we will do that.
- Ms. Long stated keep running the ads so people know there is an election.
- Ms. Kilinski stated next week is qualifying.
- Mr. Perry stated I think two people have registered to run.
- Mr. Sessions stated you said July 18th is the next meeting, but the website had August 15th for the public meeting.
 - Mr. Perry stated I have the wrong date, it should be August 15th not 16th at 6:00 p.m.

On MOTION by Ms. Long seconded by Mr. Oates with all in favor Resolution 2018-09 setting the public hearing date for adoption of the budget for August 15, 2018 at 6:00 p.m. was approved.

Ms. Long asked when someone has something to report to the board such as Vesta can we have it beforehand, before the board meeting, before we have a vote? Sometimes they present things and we have to vote on it right now. Could we look at it and defer it to the next meeting?

- Mr. Perry stated most of the items are in included in the agenda package.
- Ms. Long stated such as the garden, it was presented and I hadn't seen it prior to that so I couldn't formulate questions. In the future when they present something to the board we should have it prior to the meeting or defer it to the next meeting.
- Mr. Perry stated we try to have everything to you a week ahead of time and this last one, the budget didn't go out until Friday but there will be things that will come up before the board that unfortunately won't make the package.
 - Ms. Long stated we can defer it ourselves.
- Mr. Perry stated if the board wants to defer it they can. We try to get everything in plenty of time that not only you but the public is aware because these get posted on the website so they have the ability to look at what you are looking at also.

ELEVENTH ORDER OF BUSINESS Financial Reports

A. Tri-Party Funding Request No. 61

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor tri-party funding request no. 61 was approved.

B. Balance Sheet & Income Statement

A copy of the balance sheet and income statement was included in the agenda package.

C. Assessment Receipt Schedule

A copy of the assessment receipt schedule indicating that assessments are 100% collected was included in the agenda package.

D. Approval of Check Register

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

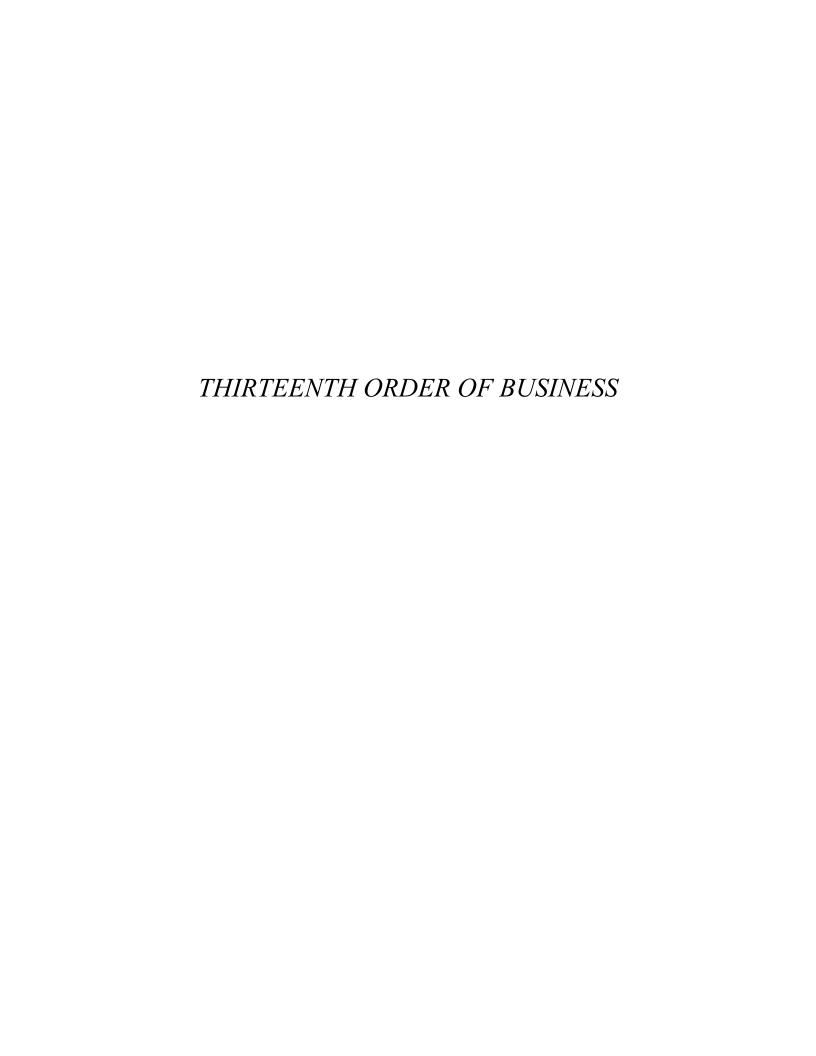
TWELFTH ORDER OF BUSINESS

Next Scheduled Meeting – Wednesday, July 18, 2018 @ 11:00 a.m. at the RiverTown Amenity Center

Mr. Perry stated our next schedule meeting is going to be July 18th, the August meeting will be August 15, 2018. The July meeting will be at 11:00 a.m. and the August meeting will be at 6:00 p.m.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the meeting adjourned at 11:58 a.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman









June 22, 2018

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

RE: Evaluation of 4-Way Stop Kendall Crossing at Sternwheel Drive

Prosser # 113094.60

Dear Mr. Sessions:

This review of the request to provide a 4-way stop at Kendall Crossing at Sternwheel Drive. There have also been indications that vehicles may be speeding on Kendall Crossing Drive.

Executive Summary

A four-way stop is not recommended. Viable options for slowing traffic on Kendall Crossing include adding a speed feedback sign and law enforcement.

General Considerations

The MUTCD requires that a two way stop only be used to stop the minor street of an intersection. A four way stop control should not be used unless traffic volumes are roughly equal and the major street averages at least 300 vehicles and the minor street averages 200 units per hour. Also, stop signs should not be used for speed control. Stop signs installed where not justified lead to motorists diminishing respect for traffic control devices. Diminishing respect for traffic control devices can lead to safety concerns.

Field Observations

Prosser performed a field review on Wednesday, June 13, 2018. The anticipated peak hour of traffic was observed from 7:00 AM to 8:00 AM. Seven vehicles and one pedestrian were observed approaching Kendall Crossing from Sternwheel Drive. During the same hour, approximately thirty vehicles were observed traveling on Kendall Crossing. Vehicle travel speeds on Kendall Crossing were higher than anticipated on a loaded roadway. The Kendall Crossing wetland bridge just to the southeast of this intersection is a straight roadway which is likely to be the reason speeds are elevated. There was no obvious signs to indicate that higher speed traffic is work vehicles (not large vehicles or company logos on vehicles). Additionally, it was noticed that some trees have grown with limbs that may obstruct the ability for vehicles to see each other at the intersection.

Four-Way Stop Evaluation

A four-way stop is not recommended because vehicle volumes are much lower than the MUTCD requirement. Because of the limited vehicle volume, vehicles would likely not come to a complete stop

Mr. Jason Sessions Rivers Edge CDD June 22, 2018

on Kendall Crossing. It is anticipated that the addition of a four-way stop would diminish safety and operations at the intersection.

Speed Feedback Sign

A speed feedback sign could be installed on Kendall Crossing. This sign displays the speed limit and the speed that a motorist is traveling. This type of sign also stores a record of speeds that can be downloaded by staff. This type of sign has been shown to lower speeds at locations similar to this after installation. If speeds continue to be an issue, the information stored by this sign can be very helpful in determining if the St. Johns County Sheriff's Office should be called to provide additional enforcement of the speed limit.

Enforcement

The St. Johns County Sheriff's Office can be engaged to provide enforcement of the speed limit once the Traffic Enforcement Agreement is approved by the County. Enforcement has been shown to reduce speeds in the short term. To keep speeds lower, enforcement needs to be conducted on a schedule and not a one-time application. The CDD would also need to obtain a traffic enforcement agreement with the County to request these services.

Speed Hump Evaluation

A speed hump would reduce vehicle speeds to 15 to 20 mph at the location of the hump. A speed hump would be particularly difficult for trucks, vehicles with trailers, or vehicles with low clearance such as wheelchair accessible vans to navigate. Speed humps should only be installed where there is overwhelming public support for its installation because of the potential negative perception of its use. There are more easily supported methods to try to control speeds before a speed hump should be considered. If these other methods do not control speeds and there is overwhelming support, a speed hump could be considered.

Recommendations

- 1. Prosser recommends reviewing roadways to ensure drivers can see each other at intersections and ensure roadway signage is not obstructed by vegitation. Many of the trees appear to have grown larger, but still have low level limbs. Prosser recommends reviewing the roadways and trimming trees where they are blocking proper visibility. There is a tree in the southeast corner of Kendall Crossing and Sternwheel Drive that appears to be blocking appropriate visibility.
- 2. If the CDD believes there is an issue with speeding and would like to take steps to reduce speeds on Kendall Crossing, Prosser recommends using a speed feedback sign.

Thank you,

Austin Chapman, PE, PTOE

Susin Chamm



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299 33281

6/18/2018 10:32:40AM

6/18/2018 11:30:26AM

Estimate

Estimate Date:

(904) 555-5555

Printed:

ph:



FASTSIGNS#171701

8535-7 Baymeadows Rd.

Jacksonville, FL 32256 ph: 904-443-7446

fax: 904-443-6228

Email: sales@fsonbaymeadows.com

Rivers Edge Community Development District

Brian Sanchez Customer: 12812

Description: "Danger - Alligators and Snakes" Signs for RiverTown (includes install)

Sales Person: Leslie Coffield

Clerk: Shawn Layton email: bsanchez@gmsnf.com

Dear Brian:

Customer:

Contact:

Thank you for considering Fastsigns on Baymeadows for your sign needs. The quotation we discussed is attached below. If you have any questions, please don't hesistate to call me at 904-443-7446.

Sincerely,

Leslie Coffield

	Product	Qty	Sides	H x W	Unit Cost	Totals
1	High Quality Output to Rigid Mat.	25	1	24 x 24	\$203.64	\$5.091.04

Description: Print to 3M Vinyl - 3M UV Laminate (matte) - Mounted to 1/4"

White PVC that is Mounted to 1/2" White PVC - Mounted on

3x3x71" White Aluminum Post

** screws are countersunk and signs overlayed to hide any

exposed screws

Color: 4/0
Text: Danger

Alligators and Snakes In Area STAY AWAY FROM THE WATER DO NOT FEED THE WILDLIFE

2 Site Sign Installation * 1 1 1 1 1 1,210.00 \$1,210.00

Description: Install (25) Signs at RiverTown

*placement for each needs to be predetermined prior to arriving to install or additional charges may apply for extra

time needed.

Notes:

 Line Item Total:
 \$6,301.04

 Tax Exempt Amt:
 \$6,301.04

 Subtotal:
 \$6,301.04

 Taxes:
 \$0.00

 Total:
 \$6,301.04

Bill To: Rivers Edge Community Development Distri

Brian Sanchez 475 W. Town Place

Suite 114

St. Augustine, FL 32092

Received/Accepted By:

C.O.D.

/ /

299 33282

6/18/2018 10:36:30AM

6/18/2018 11:30:07AM

Estimate

Estimate Date:

(904) 555-5555

Printed:

ph:



FASTSIGNS#171701

8535-7 Baymeadows Rd.

Jacksonville, FL 32256

904-443-7446

904-443-6228 fax:

Email: sales@fsonbaymeadows.com

Customer: **Rivers Edge Community Development District**

Contact: 12812 Brian Sanchez Customer: "Danger - Alligators and Snakes" Signs for RiverTown Description:

Sales Person: Leslie Coffield

email: bsanchez@gmsnf.com Clerk: Shawn Layton

Dear Brian:

Thank you for considering Fastsigns on Baymeadows for your sign needs. The quotation we discussed is attached below. If you have any questions, please don't hesistate to call me at 904-443-7446.

Sincerely,

Leslie Coffield

	Product	Qty	Sides	H x W	Unit Cost	Totals
1 High Quality Output to Rigid Mat.		25	1	24 x 24	\$203.64	\$5,091.04

Description: Print to 3M Vinyl - 3M UV Laminate (matte) - Mounted to 1/4"

White PVC that is Mounted to 1/2" White PVC - Mounted on

3x3x71" White Aluminum Post

** screws are countersunk and signs overlayed to hide any

exposed screws

Color: 4/0 Text: Danger

> Alligators and Snakes In Area STAY AWAY FROM THE WATER DO NOT FEED THE WILDLIFE

Notes:

*Additional charges may apply if you request pre-assembly of signs to post and/or delivery of them.

Line Item Total: \$5,091.04 Tax Exempt Amt: \$5,091.04 Subtotal: \$5,091.04 Taxes: \$0.00 Total: \$5,091.04

Bill To: Rivers Edge Community Development Distri

Brian Sanchez 475 W. Town Place

Suite 114

St. Augustine, FL 32092

Received/Accepted By:

C.O.D.

/ /





Date of report: **7/18/18**Submitted by: **Jason Davidson**

RiverClub update / No Board action required:

We hosted out first Adults Only Swim on Thursday June 21st. We had 50 participants come out to enjoy music provided by Aaron Kroener, we also provided special menu items and drink specials. Thanks to all residents who attended after the summer showers cleared. We will be hosting our next Adults Only Swim on Thursday July 19th we look forward to seeing you all. We are still working diligently to enter all residents into the new system, to date we are half way there. We have extended the deadline for submission to August 1st to give the residents more time to send over their forms along with a family photo to rivertownamenities@gmial.com.

RiverHouse / No Board action required:

The RiverHouse was struck by lightning on Friday June 15th. All items have been addressed and are back online except for the access control for the RiverHouse itself. All access control for the gym, pool deck, and restrooms were not impacted. We are working closely with District during this process.

EVENTS UPDATE:

Brew Bus

Residents were taken on a tour of 3 local craft breweries with beer samples. 48 attended and 50 was the max. Received positive feedback from residents. We plan to have another brew bus this fall.

Painting with a Twist

Painting with a Twist came to RiverTown and gave instruction on how to pain the St Johns River at sunset. 23 attended and 25 was the max. Residents loved this event! Requests were received to bring them back in the fall for another event.





Women's Self Defense Class

13 attended. Residents whom attended found the class to be informative and asked we bring this back again in the future.





Yappy Hour

Unfortunately, this event was cancelled last minute due to a thunderstorm. We are working to reschedule this event after summer vacations with the dog trainer and Earth Pets.

Dive-In Movie Night

A big screen was placed at the edge of the pool for residents to enjoy while they swam or lounged. The movie Coco was shown. 125 attended. Residents loved the big screen. Favorite quote: I feel like I am at Disney resort except it's my own neighborhood and I know everyone!





July 4th

RiverTown celebrated the 4th of July with a bang! Food trucks, live music, giant waterslide, duck boats and watermelon eating contests could not keep the smiles away! Also, words were said to acknowledge our armed forces as well as our Wall of Heroes was displayed. Residents were thankful for the tribute.













Resident Feedback:



July Events: Game Day, Ladies Pot Luck, RiverTown Moms Meetup, Staycation Sunday, Resident Continental Breakfast, Flower Arranging Class, Adult Swim Night, plus kid's week featuring Wild Wonders, Painting with a Twist, Bricks for Kidz and a dive-in movie!

ACTION ITEMS:

Bartram Trail Swim Team would like to return for practice beginning July 30th and ending November 19th. There will be two home meets this year 8/30 & 9/6. I have included their agreement and tentative schedule. We are seeking your approval for usage.

Should you have any comments or questions feel free to contact me directly jdavidson@vestapropertyservices.com







Date of report: 7/18/2018 Submitted by: Robert Beladi

RIVERHOUSE AMENITY UPDATE:

- All buildings were chemical/power washed
- New landscaping and sod was added in pool area
- New landscaping will be added to entranceway
- Mulch will be added to pool deck and surrounding areas

RIVERCIUB AMENITY UPDATE:

- Club and Café has been chemical/power washed
- Fire ants were treated around pool deck
- Kad electric repaired celling fans in café

RIVERPARK AMENITY UPDATE:

- Riverpark woodland needs to be mowed but is not able until standing water is gone.
- · All Bermuda has been mowed

COMMON GROUNDS:

- Main street district, The Landings and RiverHouse are next areas for mulch/pine straw
- All pavers are scheduled for power washing 7/16
- Brick wall at welcome center along the lake has been sealed and prepared for paint

LANDSCAPE REPORT:

- Bed weeds have been an ongoing challenge with afternoon rains and wet turf. This will be an ongoing proceed.
- Pool landscape at RiverHouse was installed and looks good. Waiting on mulch proposal and installation of plant material at entrance way.
- Bahia was installed around basketball court.
- Turf was fertilized and arena application was applied to prevent chinch bugs.
- Riverfront park has been flooded due to heavy rain and an attempt to mow will be Saturday 7/14
- Summer annuals have been installed.

POND SERVICE REPORT:

- Pond A treated for perimeter vegetation
- Pond E Treated for torpedo grass and removed trash
- Pond C Treated for alligator weed and torpedo grass
- Pond B treated perimeter vegetation around entire pond
- Pond G Applied algaecide around pond, removed trash
- Pond H Applied algaecide to pond
- Pond E Treated lily pads and parrot feather
- Pond I Treated algae and perimeter vegetation/removed trash
- · Pond L Sprayed perimeter vegetation and removed trash
- Pond M Treated algae and perimeter grasses around pond
- Pond Q Removed trash
- Pond R Removed trash and treated perimeter for torpedo grass
- Pond S Treated algae and cattails around pond
- Pond T Treated torpedo grass and algae
- Pond U Treated cattails and torpedo grass around entire pond
- Pond V Treated perimeter vegetation and removed trash from water

UPCOMING PROJECTS:

40 lounge chairs at RiverHouse pool in need of new fabric @ 135.00 per chair total cost is 5400.00 board action required

Continued efforts in establishing a high-quality maintenance program, that will help minimize unnecessary project expenses and allow us to focus more heavily on the detail and overall aesthetic appeal, thus fulfilling the overall expectations of the existing, new, and future residents of RiverTown

<u>Should you have any comments or questions feel free to contact me directly</u>
<u>rbeladi@vestapropertyservices.com</u>





ATLANTIC POWDER COATING, INC

8805 Arlington Expressway Jacksonville, Fl. 32211

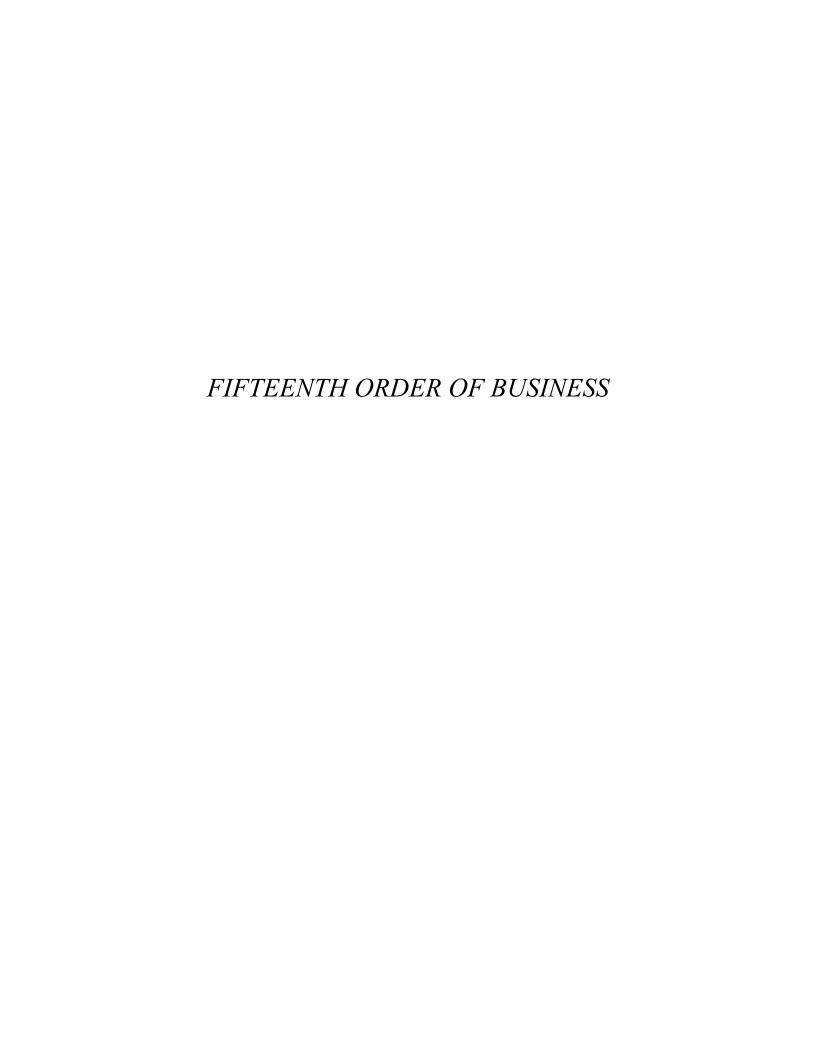
Estimate

Date	Estimate #			
6/18/2018	4013			

Name / Address		
River Town		

Project

Description	Qty	Rate	Total
re-sling bottom only on chaise lounges using the closest matching material	Qty 40	135.00	Total 5,400.00
		Total	\$5,400.00



A.

Rivers Edge

Community Development District

Tri-Party Funding Request #62

July 11, 2018

	PAYEE		DEVELO	PER	НОА	TOTAL
	Deron Baker					
	Friday Food Truck Inv#249 6/20/18	\$	4	50.00		\$ 450.00
<u> </u>	Fast Signs					
	Alligator and Snakes Sign Inv#29961702 6/18/18	\$	5,3	91.04		\$ 5,391.04
}	Lowe Structuress, Inc.					
	Structual Engineering Inv#2431 6/22/18	\$	3,7	64.00		\$ 3,764.00
,	Progressive Entertainment					
	June 22nd Event Inv#5097 3/16/18	\$	5	88.00		\$ 588.00
	July 4th Event Inv#5067 2/20/18	\$	7	65.00		\$ 765.00
;	Republic Services					
	July RiverClub Refuse Inv#687903992 6/16/18	\$	4	04.05		\$ 404.05
5	Robert Aaron Koerner					
	June 21st Live Music Event Inv#06212018	\$	2	50.00		\$ 250.00
	July 4th Live Music Event Inv#07042018	\$		50.00		\$ 550.00
	Vesta Property Sercives,					
	March Management Inv#341569 3/1/18	\$	20,8	91.79		\$ 20,891.79
	April Management Inv#341557 4/1/18	\$	26,3	66.79		\$ 26,366.79
	May Management Inv#342439 5/1/18	\$	26,3	66.79		\$ 26,366.79
	June Management Inv#343265 6/1/18	\$	26,3	66.79		\$ 26,366.79
	Invoic	es Paid \$	112,1	54.25		\$ 112,154.25
	Total Funding Request	\$	112,15	54.25		\$ 112,154.25

Rivers Edge CDD

c/o GMS LLC

475 West Town Place

Suite 114

St. Augustine FL 32092

Wiring Instructions:

RBK: Wells Fargo, N.A. 121000246 2000025906860 ABA: ACCT:

ACCT NAME: RIVERS EDGE COMMUNITY

Signature:			
·-			

Signature: ____

Deron Baker Music LLC

113 Corrientes Ct. Saint Augustine FI 32084

Invoice

Invoice No:

249

Date:

06/20/2018 NET 14

Terms: Due Date:

07/04/2018

Bill To: Rivers Edge CDD

mpollicino@vestapropertyservices.com

Description		Amount
Solo guitar for 1st Friday food truck July 6th 2018 5:30-8 pm Music services by Micah Gilliam	1·32·57 90	
	Subtotal	\$450.00
	Total	\$450.00
	PAID	\$0.00
a Pay Now	Balance Due	\$450.00
Involce2go 🚨 🛂 😅		

Comments

^{***} If paying with PayPal or credit card please note that a 3.7% processing fee will be applied.

^{***}PLEASE MAKE PAYMENT TO: Deron Baker Music LLC~ Thank you!

Invoice:

Page 1 of 1 299 61702

FASTSIGNS#171701

8535-7 Baymeadows Rd. Jacksonville, FL 32256

Phone 904-443-7446 Fax. 904-443-6228

Email: sales@fsonbaymeadows.com

Rivers Edge Community Development District

"Danger - Alligators and Snakes" Signs for RiverTown

Description: Sales Person: Leslie Coffield

Customer:

Contact:

Clerk: Shawn Layton

(904) 940-5361 ph:

1.32.572.445

18

Email: DJ.Smith@mattamycorp.com

	Product	Qty	Sides	HxW	Unit Cost	Item Total
1	High Quality Output to Rigid Mat.	25	1	24 x 24	\$203.64	\$5,091.04

Color: 4/0

Description:

Print to 3M Vinyl - 3M UV Laminate (matte) - Mounted to 1/4" White PVC that is Mounted to 1/2" White PVC -

Mounted on 3x3x71" White Aluminum Post

** screws are countersunk and signs overlayed to hide any exposed screws

Text: Danger

> Alligators and Snakes In Area STAY AWAY FROM THE WATER DO NOT FEED THE WILDLIFE

2 Miscellaneous Installatio

25

 1×1

\$12.00

\$300.00

Description: Assemble Each Sign / Protective Face / Deliver



Other Payments: Due: Form of Payment / Amount / Initials Shipping Notes: Printed:

Ordered: 6/18/2018 2:07:44PM 6/18/2018 4:00:00PM 6/26/2018 9:23:34AM 6/25/2018 5:41:34PM Picked Up:

Line Item Total: \$5,391.04 Tax Exempt Amt: \$5,391.04 Subtotal: \$5,391.04 Taxes: \$0.00 Total: \$5,391.04 **Total Payments:** \$0.00

Notes:

*Additional charges may apply if you request pre-assembly of signs to post and/or delivery of

ATTN: D.J. Smith

Rivers Edge Community Development District

475 W. Town Place

Suite 114

St. Augustine, FL 32092

C.O.D.

Balance Due:

Received/Accepted By:

\$5,391.04

More than fast. More than signs, ™



Lowe Structures, Inc.
11651 Central Parkway
Suite 106
Jacksonville, FL 32224
(904)992-0377
mail@lowestructures.com

INVOICE

BILL TO

Rivers Edge CDD 475 West Town Place, Suite 114 World Golf Village St Augustine, FL 32092 INVOICE # 2431 DATE 06/22/2018 DUE DATE 07/22/2018

1.33.572.61

JOB NAME

Parcel 12 Boardwalk #18101

	B A LANCE DUE		
Printing	1	14.00	14.00
Structural Engineering Structural Engineering	1	3,750.00	3,750.00
ACTIVITY OF THE PARTY THE PROPERTY OF THE PARTY OF THE PA	QTY	RATE	AMOUNT



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice # 5067 Terms: At event P0# Invoice date: 2/20/2018 Customer name: Rivers Edge CDD (RiverTown) Event type: 4th of July 140 Landing Street., St. Johns, Fl. 32259 Billing address: Wk: 904-940-0008 Cell: 904-710-9348 E-mail/ fax: mpollicino@vestapropertyservices.com Original contact person: Marcy Pollicino At event contacts with cell: Same Event date: Wednesday July 4, 2018 Hours of event: 11:00 am - 2:00 pm Hours of service: Same Between: 8:00 - 9:30 am or day before Approximate set up time: Location name and address: Same Yes Where to set up at location: River House Field Power within 75': Water within 75': Yes Covered area for entertainer: Set up-grass or pavement: GR n/a Notes: SERVICES NEEDED: * 22' Inflatable Water Slide Reg. Rate \$449.00 Your Cost \$395,00 * (6) Power Paddler Boats Reg. Rate \$375,00 Your Cost \$325.00 \$65.00 Your Cost * Extended Delivery for all vehicles Reg. Rate \$45.00 Total Reg. Price \$889.00 Your Total \$765.00 Total Savings \$124.00

> 1.32.572.494 127

Sub Total:

\$765.00

Sales Tax:

\$0.00

Invoice Total:

\$765.00

50 % Deposit required

\$

Balance due at set up .

\$765.00

Payments received

\$0.00

Current Balance

\$765.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

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

Customer signature required x	Date:



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082 E-mail: bookme@progressiveent.com

www.progressiveent.com

invoice date: ,	3/16/2018		IUAOICE # PDAL		<u>lerms:</u> At event	<u>PO#</u>	
Customer name	: Rivers Edge C	DD (RiverTown)				Event type: Poolside Mo	vie Night .
Billing address:		140 Landing Street	et., St. Johns, Fl. 32	259			
Original contact	person:	Marcy Pollicino	Wk: 904-940-0008	Cell: 904-710-9348	E-mail/ fax:	mpollicino@vestapropertyse	ervices.com
At event contact	s with cell:	Same	•				
Event date:	Friday June 22, 2	2018	Hours of event:	8:30 pm until end of	movies	Hours of service:	Same
Approximate set	t up time:	between:	7:00 - 7:30 pm				
Location name a	and address: Sa	me					
Where to set up	at location:	RiverClub				Power within 75':	Yes
Set up-grass or	pavement:	PV	Water within 75':	n/a	Covere	ed area for entertainer:	n/a
Notes: SUNSET	IS AT 8:30 PM	ON THIS DATE					
SERVICES NEEDE	<u>D:</u>						
* 32' Outdoor Mo	vie System with	Technician		Reg. Rate	\$595,00	Your Cost	\$495.00
* Popcorn Machin	ne			Reg. Rate	\$79.00	Your Cost	\$69.00
* 100 Servings of	f Popcom			Reg. Rate	\$28.00	Your Cost	\$24.00
(includes Delivery	y)			Reg. Total	\$702.00	Your Total	\$588.00

1.32.572.494 127

\$114.00

Sub Total:

Total Savings

\$588,00

Sales Tax:

\$0.00

invoice Total:

\$588,00

50 % Deposit required

\$

Balance due at set up

\$588.00

Payments received

\$0.00

Current Balance

\$588.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

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

Customer signature required x	Date:
Addroner amiliatore redoned v	Dair:

8619 Western Way Jacksonville FL 32256-036060

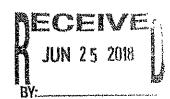
Customer Service (904) 731-2456 RepublicServices.com/Support Account Number Invoice Number Invoice Date 3-0687-0012047 0687-000903992 June 16, 2018

Previous Balance Payments/Adjustments Current Invoice Charges -\$22.92 \$0.00 **\$426.97**

Total Amount Due Payment Due Date \$404.05 July 06, 2018

CURRENT	INVOICE	CHARGES
---------	---------	---------

Description	Reference	Quantity	<u>Unit Price</u>	<u>Amount</u>
River Club 160 River Glade Run PO Y Saint Johns, FL Contract: 9687022 (C51) 1 Waste Container 8 Cu Yd, 1 Lift Per Week				
Pickup Service 07/01-07/31			\$300,00	\$300.00
Container Refresh 07/01-07/31		1.0000	\$9.00	\$9,00
Container Refresh Credit 07/01-07/31		1,0000	\$9.00	~\$9 ,00
Administrative Fee				\$5,9 5
Total Fuel/Environmental Recovery Fee				\$100,64
Total Franchise - Local				\$20,38
CURRENT INVOICE CHARGES				\$426,97



1·33·572·458 74

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are sale for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics





8619 Western Way Jacksonville FL 32256-036060 Please Return This Portion With Payment

Total Enclosed

Return Service Requested

RIVERS EDGE CDD RIVER CLUB 475 W TOWN PL STE 114 ST AUGUSTINE FL 32092-3648

Total Amount Due	\$404.05
Payment Due Date	July 06, 2018
Account Number	3-0887-0012047
Invoice Number	0687-000903992

C. I For Hilling Addition Changes. Chook this and Cenydol: Physics

Make Checks Payable To:

- Ավրիլինիևոլ[եւֆի]||խՈսումլ[իմ]ըսիլինվ

REPUBLIC SERVICES #687 PO BOX 9001099 LOUISVILLE KY 40290-1099

ROBERT AARON KOERNER

JUNE 21ST, 2018

INVOICE

1.32.572.494

Bill To:	Send To		
Customer : Vesta Property Services	Recipient	Robert Aaron Koerner	
River Town			
	Address 1374 Wentworth Avenue St.Johns, FL 32259		
	Phone	904-209-7241	
Payment Due June 21st, 2018			
	Payment Method	l:CheckCCPayPal	
Payment Terms Payment due upon performance		PayPal email:	
		laura.e.koerner@gmail.com	

Qty.	Description	Unit Price	Line Total
1	Live Music (2 hrs) Poolside on 6/21	\$250	\$250
	Rivertown "Adult Swim"		
		Paid:	0
		Discount:	0.00
345540000000000000	graffelssons in grasslessels and delegate confidence in the confidence of the confid	Balance Due:	\$ 250

Thank you for your business!

Robert Aaron Koerner aaronkoernermusic@gmail.com 904-209-7241

ROBERT AARON KOERNER

JULY 4TH, 2018

INVOICE

Bill To:	Send To		
Customer : Vesta Property Services	Recipient Robert Aaron Koerner		
River Town	Address 1374 Wentworth Avenue St. Johns, FL 32259		
	Phone 904-209-7241		
Payment Due July 4th, 2018 Payment Terms Payment due upon performance	Payment Method:CheckCCPayPal PayPal email: laura.e.koerner@gmail.com		

Qty.	Description	Unit Price	Line Total
1	Musical performance (Duo) 11a-2p on July 4th Poolside	\$550	\$550
		Paid:	0
		Discount:	0,00
120000000000000000000000000000000000000		Balance Due:	\$ 550

1.32 .572 .494

Thank you for your business!

Robert Aaron Koerner aaronkoernermusic@gmail.com 904-209-7241



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

Invoice

Invoice # Date 341569 3/1/2018

Terms Due Date Memo Net 30 3/31/2018 March RiverClub

BIII To

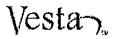
Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092

	EQ.OUV	
{ Management	[1	7,833.33
Guest Services	1	7.517.17
Maintenance	1	5,541,29
Riverclub Cafe	1	0.00
		ļ
TO A	Arrentes and a service and a recommendation of	

Thank you for your business.

Total

\$20,891.79



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

Invoice # Date 341557 4/1/2018

Terms Due Date Memo Net 30 5/1/2018 April RiverClub

BIII To

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

	Southing the state of the state	
Management	1	7,833,33
Guest Services	1	7,517,17
Maintenance	1	5,541,29
Riverclub Cafe	1	5,475.00
A THE COLUMN TO SELECTION OF SE		

Thank you for your business.

Total

\$26,366.79



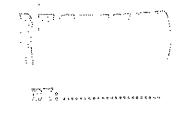
Invoice

Vesta Property Services, Inc. 245 Riverside Avenue Suite 250 Jacksonville FL 32202 Invoice # Date 342439 5/1/2018

Terms Due Date Memo Net 30 5/31/2018 May RiverClub

BIII To

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



		eura da sa
{ Management	1 1	7.833.33
Guest Services	1	7,517.17
Maintenance	1	5,541.29
Riverclub Cafe	1	5,475.00
· · · · · · · · · · · · · · · · · · ·		CONTROL OF THE STREET STATE OF THE STATE OF

Thank you for your business.

Total

\$26,366.79



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

Invoice

invoice # Date 343265 6/1/2018

Terms Due Date Memo Net 30 7/1/2018 June RiverClub

Bill To

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

Description	Quantity Rate	Ameunt
Management	1	7,833.33
Guest Services	1	7,517.17
Maintenance	1	5,541,29
Riverclub Cafe	1	5,475.00
		La constanti de la constanti d

Thank you for your business.

Total

\$26,366.79



Community Development District

Unaudited Financial Reporting June 30, 2018

Rívers Edge Community Development District Combined Balance Sheet

As of June 30, 2018

	Governmental Fund Types				Totals	
	General	Debt Servíce	Capítal Projects	Capítal Reserve	(Memorandum Only) 2018	
Assets:	general	30,730				
Cash	\$52,861			\$13,126	\$65,987	
Investments:	4,			***,-=*	444,500	
Custody	\$15,727				\$15,727	
Seríes 2008 A						
Reserve		\$500,606			\$500,606	
Interest		\$0			\$0	
Revenue A		\$227,433			\$227,433	
Prepayment		\$3,288			\$3,288	
Deferred Cost A/B			\$35,220		\$35,220	
Due from Other	\$90,507				\$90,507	
Due from Developer	\$26,662				\$26,662	
Due from Developer-Tri-Party Funding	\$0				\$0	
Series 2016						
Reserve		\$214,402			\$214,402	
Revenue A		\$276,282			\$276,282	
Prepayment		\$2,135			\$2,135	
Construction			\$2		\$2	
Cost of Issuance			\$0		\$0	
Utilities Deposit	\$7,241				\$7,241	
Prepaid Expenses	\$447				\$447	
Total Assets	\$193,445	\$1,224,147	\$35,221	\$13,126	\$1,465,939	
<u>Liabilities:</u>						
Accounts Payable	\$26,233				\$26,233	
Due to Developer					\$0	
Due to Capital Reserve					\$0	
Due to Debt Service 2016					\$0	
<u>Fund Balances:</u>						
Restricted for Debt Service		\$1,224,147			\$1,224,147	
Restricted for Capital Projects			\$35,221	\$13,126	\$48,347	
Nonspendable	\$7,241				\$7,241	
Unassigned	\$153,731				\$153,731	
Total Liabilities and Fund Equity	\$193,445	\$1,224,147	\$35,221	\$13,126	\$1,465,939	

Rívers EdgeCommunity Development District
Statement of Revenues & Expenditures
For The Period Ending June 30, 2018

		PRORATED		
	ADOPTED	BUDGET	ACTUAL	
Description	BUDGET	6/30/18	6/30/18	VARIANCI
Assessments - Roll	\$491,527	\$491,527	\$493,109	\$1,582
Assessments - Direct	\$1,008,401	\$1,008,401	\$1,008,401	\$1,382
Misc Income/Interest	\$1,000,401	\$1,000,401	\$6,628	\$5,628
Rental Revenue	\$5,000	\$5,000	\$7,477	\$2,477
Developer Cost Share - Mattamy (Roads/Stormwater)	\$90,507	\$90,507	\$90,507	\$0
Developer Contributions	\$282,211	\$121,733	\$121,733	\$0
Total Income	\$1,878,646	\$1,718,168	\$1,727,855	\$9,687
<u>Expenditures</u>				
<u>Administrative</u>				
Supervisor Fees	\$6,000	\$2,500	\$2,800	(\$300
FICA Expense	\$459	\$191	\$214	(\$23
Engineering (Prosser)	\$20,000	\$8,000	\$8,291	(\$291
Assessment Roll	\$4,500	\$4,500	\$4,500	\$(
Attorney Annual Audit	\$40,000 \$5,200	\$40,000 \$0	\$39,534 \$0	\$466 \$0
Trustee Fees	\$6,500	\$7,317	\$7,317	\$(
Dissemination	\$5,500	\$4,125	\$4,767	(\$642
Arbitrage	\$1,200	\$1,200	\$1,200	\$(\$042
Management Fees	\$45,000	\$33,750	\$33,750	\$(
Information Technology	\$2,500	\$1,875	\$1,875	\$0
Telephone	\$100	\$75	\$1,875	(\$49
Postage	\$1,000	\$750	\$749	\$1
Printing & Binding	\$2,700	\$2,025	\$1,292	\$733
Insurance	\$8,038	\$8,038	\$8,038	\$0
Legal Advertising	\$3,000	\$750	\$781	(\$31
Other Current Charges	\$1,000	\$750	\$845	(\$95
Office Supplies	\$200	\$150	\$95	\$55
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenses	\$153,072	\$116,171	\$116,347	(\$176
Grounds Maintenance				
Field Operations Management	\$32,500	\$24,375	\$23,882	\$493
Landscape Maintenance	\$579,438	\$434,579	\$421,513	\$13,066
Mulch	\$70,000	\$55,417	\$55,208	\$209
Landscape Reserves	\$20,000	\$20,000	\$153,249	(\$133,249
Irrigation Repairs and Maintenance	\$0	\$0	\$22,267	(\$22,267
Lakes, Vegetation and Algae Control	\$52,980	\$37,528	\$34,675	\$2,853
Irrigation Water Use	\$200,000	\$166,667	\$164,169	\$2,498
Electric	\$6,000	\$6,000	\$28,095	(\$22,095
Street Lighting & Signage Repairs and Replacements	\$5,000	\$5,000	\$14,294	(\$9,294
Street and Drainage Maintenance	\$5,000	\$833	\$659	\$174
Other Repairs and Maintenance	\$2,500	\$2,500	\$16,495	(\$13,995
Total Grounds Maintenance Expenses	\$973,418	\$752,898	\$934,504	(\$181,606
Total Grounds Maintenance Expenses	\$973,418	\$752,898	\$934,504	(\$181
<u>Amenity Center</u> General Manager	\$32,500	\$0	\$0	
Facility Manager/Lifestyle Director (ASG)	\$26,750	\$26,750	\$47,827	(\$21,07
Lifeguards/Pool Attendants (ASG)	\$36,500	\$27,375	\$22,674	\$4,70
Security Monitoring	\$2,208	\$1,656	\$1,761	(\$10:
Security Guards	\$60,000	\$45,000	\$44,928	\$7
Telephone	\$8,600	\$8,600	\$10,923	(\$2,32
Insurance	\$34,609	\$34,609	\$33,446	\$1,16
Insurunce General Facility Maint/Common Grounds Maint	\$34,609 \$59,833	\$34,609 \$44,875	\$33,446 \$49,395	(\$4,520
Pool Maintenance				\$37
	\$24,300 \$11,136	\$16,200 \$8,352	\$15,826 \$8,785	
Pool Chemicals	\$11,136	\$8,352	\$8,785	(\$433
Janítorial Services/Supplies	\$22,788	\$9,495	\$9,781	(\$286
Window Cleaning	\$2,767	\$807	\$928	(\$121
Propane Gas	\$500	\$375	\$574	(\$199
Electric	\$25,000	\$18,750	\$17,951	\$79

Rívers EdgeCommunity Development District
Statement of Revenues & Expenditures
For The Period Ending June 30, 2018

PRORATED					
	$\mathcal{A}\mathcal{D}\mathcal{OPTED}$	BUDGET	ACTUAL		
Descríption	BUDGET	6/30/18	6/30/18	VARIANCE	
Sewer/Water/Irrigation	\$36,753	\$24,502	\$23,364	\$1,138	
Repair and Replacements	\$23,600	\$23,600	\$69,891	(\$46,291)	
Refuse	\$7,900	\$7,900	\$9,745	(\$1,845)	
Pest Control	\$5,840	\$3,407	\$3,200	\$207	
Facility Preventative Maintenance	\$2,680	\$0	\$0	\$0	
Access Cards	\$500	\$500	\$3,150	(\$2,650)	
License/Permits	\$1,968	\$0	\$701	(\$701)	
Other Current Special Events	\$1,500	\$1,125	\$1,389	(\$264)	
Landscape Replacements	\$20,000 \$500	\$20,000 \$0	\$47,384	(\$27,384) \$0	
Office Supplies/Postage	\$300 \$1,400	\$1,400	\$0 \$2,526	(\$1,126)	
Capital Expenditure	\$3,772	\$3,772	\$2,320	\$3,772	
Developer Amenity Replacements	\$5,772	\$0,772	\$0 \$0	\$5,772	
General Reserve	\$8,421	\$8,421	\$8,421	\$0	
Capital Outlay	\$0	\$0	\$2,286	(\$2,286)	
Interfund Transfer Out	\$0	\$0	\$0	\$0	
Total Amenity Center Expenses	\$462,325	\$337,470	\$436,855	(\$99,384)	
Amenity River Club					
General Manager	\$32,500	\$24,375	\$20,993	\$3,382	
Community Facility Staff	\$27,500	\$20,625	\$20,747	(\$122)	
Community Maintenance Staff	\$26,750	\$24,521	\$23,666	\$854	
Facility Attendants	\$45,750	\$11,438	\$10,340	\$1,098	
Security Monitoring	\$2,000	\$11,438	\$10,340	\$1,098	
<u> </u>	\$5,000	\$0 \$0	\$0 \$0	\$0 \$0	
Telephone Insurance		\$0 \$0		\$0 \$0	
	\$0		\$0		
General Facility Maint/Common Grounds Maint	\$16,167	\$8,084	\$7,758	\$326	
Pool Maintenance Pool Chemicals	\$12,150	\$5,063	\$4,655	\$408	
	\$10,000	\$0	\$0	\$0	
Janítorial Services	\$11,394	\$9,495	\$9,753	(\$258)	
Window Cleaning	\$2,500	\$0	\$0	\$0	
Propane Gas	\$500	\$0	\$0	\$0	
Electric	\$20,000	\$0	\$0	\$0	
Sewer/Water/Irrigation	\$30,000	\$0	\$0	\$0	
Repair and Replacements	\$5,000	\$0	\$0	\$0	
Refuse	\$7,000	\$0	\$0	\$0	
Pest Control	\$2,500	\$0	\$0	\$0	
Facility Preventative Maintenance	\$2,000	\$0	\$0	\$0	
Access Cards	\$0	\$0	\$0	\$0	
License/Permits	\$1,500	\$0	\$0	\$0	
Other Current	\$1,000	\$0	\$0	\$0	
Special Events	\$20,000	\$0	\$0	\$0	
Landscape Replacements	\$500	\$0	\$0	\$0	
Office Supplies/Postage	\$500	\$0	\$0	\$0	
Capital Expenditure	\$0	\$0	\$16,743	(\$16,743)	
Café and Other Expenses	\$0	\$0	\$16,425	(\$16,425)	
Capítal Reserves	\$0	\$0	\$8,421	(\$8,421)	
Total Amenity Center Expenses	\$282,211	\$103,599	\$139,501	(\$35,902)	
Total Expenses	\$1,871,026	\$1,310,138	\$1,627,207	(\$317,068)	
Excess Revenues (Expenditures)	\$7,620		\$100,648		
Fund Balance - Beginning	\$0		\$60,324		
Fund Balance - Ending	\$7,620		\$160,971		

Community Development District

Debt Service Fund - Series 2008A

Statement of Revenues & Expenditures For The Period Ending June 30, 2018

	$\mathcal{A}\mathcal{D}\mathcal{OPTED}$	BUDGET	ACTUAL	
Descríption	BUDGET	6/30/18	6/30/18	VARIANCE
<u>Revenues:</u>				
Assessments - Tax Roll	\$577,110	\$577,110	\$582,167	\$5,057
Assessments - Dírect	\$0	\$0	\$0	\$0
Interest Income	\$1,000	\$1,000	\$7,706	\$6,706
Prepayment - Príncípal	\$0	\$0	\$26,378	\$26,378
Total Revenues	\$578,110	\$578,110	\$616,251.34	\$38,141
<u>Expenditures</u>				
Seríes 2008A				
Interest 11/1	\$218,620	\$218,620	\$218,110	\$510
Principal 11/1 (Special Call)	\$0	\$0	\$20,000	(\$20,000)
Interest 5/1	\$218,620	\$218,620	\$217,430	\$1,190
Principal 5/1	\$145,000	\$145,000	\$140,000	\$5,000
Principal 5/1 (Special Call)	\$0	\$0	\$30,000	(\$30,000)
Transfer Out	\$29,066	\$21,329	\$21,329	\$0
Transfer Out to Escrow Agent	\$0	\$0	\$0	\$0
Total Expenditures	\$611,306	\$603,569	\$646,869	(\$43,300)
Excess Revenues (Expenditures)	(\$33,196)	(\$25,459)	(\$30,617)	(\$5,159)
Fund Balance - Beginning	\$247,686		\$761,945	
Fund Balance - Ending	\$214,490		\$731,327	
		Reserve	\$500,606	
		Interest	\$0	
		Revenue	\$227,433	
		Prepayment	\$3,288	
	Asses	ssment Recivable_	\$0	-
		_	\$731,327	=

Community Development District

Debt Service Fund - Series 2016

Statement of Revenues & Expenditures For The Period Ending June 30, 2018

	PROPOSED	BUDGET	ACTUAL	
Descríption	BUDGET	6/30/18	6/30/18	VARIANCE
Revenues:				
Assessment - Direct	\$711,978	\$711,978	\$711,978	\$0
Interest Income	\$1,000	\$1,000	\$5,247	\$4,247
Bond Proceeds	\$0	\$0	\$0	\$0
Total Revenues	\$712,978	\$712,978	\$717,225	\$4,247
<u>Expenditures</u>				
Seríes 2008A				
Interest 11/1	\$272,525	\$272,525	\$272,525	\$0
Interest 5/1	\$272,525	\$272,525	\$272,525	\$0
Principal 5/1	\$170,000	\$170,000	\$170,000	\$0
Interfund Transfer Out	\$0	\$0	\$0	\$0
Transfer Out to Escrow Agent	\$0	\$0	\$0	\$0
Total Expenditures	\$715,050	\$715,050	\$715,050	\$0
Excess Revenues (Expenditures)	(\$2,072)	(\$2,072)	\$2,175	\$4,247
Fund Balance - Beginning	\$275,152		\$490,645	
Fund Balance - Ending	\$273,080		\$492,820	
		Reserve	\$214,402	
		Interest	\$0	
		Revenue	\$276,282	
		Prepayment	\$0	
	Asse	ssment Recivable	\$0	
			\$490,684	-
		=		■

Community Development District Capital Projects Fund - Series 2008A/B Statement of Revenues & Expenditures For The Period Ending June 30, 2018

_			221428
			SERIES

Description	2008A/B
Revenues:	
Interest Income/Miscellaneous	\$229
Total Revenues	\$229
Expenditures:	
Capital Outlay Transfer out to Escrow Agent	\$0 \$0
Total Expenditures	\$0
Excess Revenues (Expenditures)	\$229
Other Sources & Uses:	
Transfer In/(Out)	\$21,329
Total Other Sources & Uses	\$21,329
Net Change in Fund Balance	\$21,557
Fund Balance - Beginning	\$13,662
Fund Balance - Ending	\$35,220

Community Development District

Capital Projects Fund - Series 2016 Statement of Revenues & Expenditures

statement of Revenues & Expenaitures For The Period Ending June 30, 2018

	SERIES
Descríption	2016
Revenues:	
Interest Income	\$16
Bond Proceeds	\$0
Total Revenues	\$16
Expenditures:	
Capítal Outlay	\$19,260
Cost of Issuance	\$0
Total Expenditures	\$19,260
Excess Revenues (Expenditures)	(\$19,245)
Fund Balance - Beginning	\$19,246
Fund Balance - Ending	\$2

Community Development District

Capital Reserve Funds

Statement of Revenues & Expenditures
As of June 30, 2018

Descríptíon	ADOPTED BUDGET	BUDGET 6/30/18	ACTUAL 6/30/18	VARIANCE
Description	D 42 92 2	0/30/18	0/30/18	VARIANCE
<u>Revenues:</u>				
Capital Reserve Funding - Transfer In	\$0	\$0	\$8,421	\$8,421
Total Revenues	\$0	\$0	\$8,421	\$8,421
<u>Expenditures</u>				
Other Current Charges	\$0	\$0	\$278	(\$278)
Capital Outlay	\$0	\$0	\$0	\$0
Repair and Replacements	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$278	(\$278)
Excess Revenues (Expenditures)	\$0		\$8,143	
Fund Balance - Beginning	\$0		\$4,983	
Fund Balance - Ending	\$0		\$13,126	

Rívers Edge Community Development District

General Fund

Month By Month Income Statement Fiscal Year 2018

													1
	October	November	December	January	February	March	April	Мау	June	July	August	September	Total
Revenues:													
Assessments - Roll	\$0	\$29,597	\$259,867	\$165,867	\$29,238	\$2,931	\$1,893	\$271	\$3,445	\$0	\$0	\$0	\$493,109
Assessments - Direct	\$504,201	\$252,100	\$252,100	\$0	\$0	\$0	\$0 *F70	\$0	\$0	\$0 \$0	\$0	\$0	\$1,008,401
Misc Income/Interest Rental Revenue	\$3,891 \$0	\$0 \$500	\$27 \$275	\$116 \$625	\$393 \$1,290	\$469 \$725	\$570 \$0	\$534 \$2,834	\$628 \$1,228	\$0 \$0	\$0 \$0	\$0 \$0	\$6,628 \$7,477
Developer Cost Share - Mattamy (Roads/Stormwate		\$300	\$0	\$023	\$1,290	\$0	\$0	\$2,034	\$90,507	\$0	\$0		\$90,507
Developer Contributions	\$0	\$75,353	\$1,495	\$68	\$4,467	\$16,103	\$10,752	\$0	\$13,496	\$0	\$0		\$121,733
Total Income	\$508,092	\$357,550	\$513,764	\$166,676	\$35,388	\$20,227	\$13,215	\$3,639	\$109,303	\$0	\$0	\$0	\$1,727,855
Expenditures													
Administrative													
Supervisor Fees	\$400	\$0	\$0	\$800	\$0	\$400	\$400	\$400	\$400	\$0	\$0	\$0	\$2,800
FICA Expense	\$31	\$0	\$0	\$61	\$0	\$31	\$31	\$31	\$31	\$0	\$0	\$0	\$214
Engineering Fees Assessment Roll	\$1,408 \$4,500	\$0 \$0	\$647 \$0	\$564 \$0	\$175 \$0	\$483 \$0	\$1,518 \$0	\$0 \$0	\$3,497 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$8,291 \$4,500
Attorney Fees	\$3,350	\$1,269	\$1,636	\$3,273	\$8,527	\$8,151	\$13,330	\$0	\$0	\$0	\$0		\$39,534
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$7,317	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,317
Dissemination	\$458	\$458	\$458	\$458	\$558	\$458	\$709	\$458	\$750	\$0	\$0	\$0	\$4,767
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$1,200
Management Fees - GMS	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0		\$33,750
Computer Time	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0 \$0	\$0	\$0	\$1,875
Telephone Postage	\$21 \$73	\$0 \$62	\$20 \$133	\$0 \$159	\$8 \$0	\$0 \$63	\$1 <u>2</u> \$108	\$37 \$88	\$26 \$63	\$0 \$0	\$0 \$0	\$0 \$0	\$124 \$749
Insurance	\$8,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,038
Printing & Binding	\$12	\$226	\$16	\$289	\$176	\$18	\$48	\$476	\$30	\$0	\$0		\$1,292
Legal Advertising	\$77	\$179	\$78	\$80	\$80	\$72	\$72	\$0	\$144	\$0	\$0	\$0	\$781
Other Current Charges	\$51	\$286	\$83	\$70	\$77	\$57	\$98	\$62	\$60	\$0	\$0	\$0	\$845
Office Supplies	\$1	\$11	\$1	\$1	\$10	\$0	\$14	\$26	\$32	\$0	\$0	\$0	\$95
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative Expenses	\$29,869	\$6,450	\$7,031	\$9,713	\$13,569	\$13,690	\$21,497	\$5,537	\$8,991	\$0	\$0	\$0	\$116,347
<u>Grounds Maintenance</u>													
Field Operations Management	\$2,708	\$2,708	\$2,708	\$2,708	\$2,708	\$2,585	\$2,585	\$2,585	\$2,585	\$0	\$0		\$23,882
Landscape Maintenance	\$49,970	\$49,628	\$54,495	\$48,391	\$41,960	\$54,880	\$52,624	\$43,799	\$25,764	\$0	\$0	\$0	\$421,513
Mulch	\$0	\$47,004	\$0	\$0	\$0	\$864	\$0	\$7,340	\$0	\$0	\$0	\$0	\$55,208
Landscape Reserve	\$4,659	\$15,001	\$13,050	\$61,483	\$5,217 \$806	\$6,094	\$8,117	\$13,057	\$26,570	\$0 \$0	\$0 \$0	\$0 \$0	\$153,249
Irrigation Maintenance and Repairs Lakes, Vegetation and Algae Control	\$2,106 \$1,915	\$1,492 \$4,540	\$1,008 \$6,115	\$1,044 \$4,540	\$4,015	\$4,322 \$4,415	\$2,381 \$1,915	\$4,321 \$5,120	\$4,787 \$2,100	\$0 \$0	\$0 \$0		\$22,267 \$34,675
Irrigation Water Use	\$12,540	\$14,559	\$37,348	\$12,120	\$12,456	\$13,644	\$16,206	\$22,802	\$22,494	\$0	\$0	\$0	\$164,169
Electric (Streetlights and Pumps)	\$3,226	\$2,802	\$2,429	\$3,477	\$3,460	\$1,866	\$3,101	\$1,978	\$5,754	\$0	\$0		\$28,095
Street Lighting & Signage Repairs & Replacements	\$1,200	\$783	\$1,800	\$0	\$2,225	\$275	\$275	\$2,040	\$5,696	\$0	\$0	\$0	\$14,294
Street and Drainage Maintenance	\$0	\$350	\$85	\$224	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$659
Other Repairs & Maintenance	\$154	\$1,425	\$781	\$2,926	\$10,871	\$0	\$0	\$0	\$337	\$0	\$0	\$0	\$16,495
Total Grounds Maintenance Expenses	\$78,478	\$140,292	\$119,819	\$136,914	\$83,719	\$88,945	\$87,205	\$103,043	\$96,088	\$0	\$0	\$0	\$934,504
A.v. volte. Control													
Amenity Center Facility Manager/Sifestyle Director	\$4,333	\$4,333	\$4,333	\$5,167	\$4,333	\$9,582	\$5,248	\$5,248	\$5,248	\$0	\$0	\$0	\$47,827
Facility Manager/Lifestyle Director Lifeguards	\$4,333 \$0	\$4,333 \$0	\$4,333 \$0	\$5,167 \$0	\$4,333 \$0	\$9,582 \$1,649	\$5,248 \$1,935	\$5,248 \$6,498	\$5,248 \$12,592	\$0 \$0	\$0 \$0	\$0 \$0	\$47,827 \$22,674
Security Monitoring	\$184	\$184	\$184	\$184	\$184	\$1,049	\$1,933	\$184	\$289	\$0	\$0	\$0	\$1,761
Security Guards	\$4,930	\$4,888	\$5,039	\$4,901	\$7,557	\$5,037	\$4,610	\$4,993	\$2,973	\$0	\$0	\$0	\$44,928
Telephone	\$463	\$465	\$242	\$1,294	\$654	\$1,731	\$2,315	\$1,405	\$2,355	\$0	\$0	\$0	\$10,923
Insurance	\$32,961	\$0	\$0	\$0	\$485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,446
General Facility Maintenance	\$5,954	\$5,954	\$5,954	\$5,954	\$5,954	\$4,375	\$4,375	\$4,375	\$6,500	\$0	\$0		\$49,395
Pool Maintenance	\$1,139	\$1,139	\$1,139	\$1,139	\$3,072	\$1,139	\$1,139	\$1,140	\$4,781	\$0 \$0	\$0		\$15,826
Pool Chemicals Janitorial	\$761 \$642	\$761 \$642	\$818 \$642	\$818 \$642	\$818 \$642	\$818 \$642	\$1,330 \$642	\$1,330 \$642	\$1,330 \$4,647	\$0 \$0	\$0 \$0	\$0 \$0	\$8,785 \$9,780.90
Window Cleaning	\$042	\$042	\$64 <u>2</u> \$0	\$778	\$042	\$150	\$042	\$042	\$4,647	\$0 \$0	\$0 \$0	\$0 \$0	\$9,780.90
	ΨΟ	40	40	4.70	40	4.50	\$ 0	40	40	40	Ψ0	ΨΟ	4320

Rívers Edge Community Development District General Fund

Month By Month Income Statement Fiscal Year 2018

		6	- 6	_	- 6		- 10		_	- 0			-
Over one Cas	October	November	December	January	February	March	April	May	June	July	August	September	Total
Propane Gas Electríc	\$0 \$1,911	\$3 \$1,852	\$413 \$2,081	\$25 \$1,912	\$53 \$2,283	\$27 \$2,117	\$25 \$1,868	\$2 \$1,816	\$27 \$2,112	\$0 \$0	\$0 \$0	\$0 \$0	\$574 \$17,951
Sewer/Water	\$1,911	\$2,536	\$2,081 \$1,842	\$1,863	\$2,283 \$1,732	\$2,117	\$1,868	\$4,713	\$2,112 \$5,684	\$0 \$0	\$0 \$0	\$0 \$0	\$23,364
Repair and Replacements	\$1,003	\$31,208	\$990	\$217	\$1,732	\$16,011	\$265	\$18,767	\$3,664	\$0	\$0	\$0 \$0	\$69,891
Refuse	\$886	\$965	\$973	\$973	\$979	\$10,011	\$973	\$2,260	\$754	\$0	\$0	\$0 \$0	\$9,745
Pest Control	\$175	\$475	\$175	\$475	\$475	\$475	\$475	\$475	\$734	\$0	\$0		\$3,200
Facility Preventative Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200
Access Cards	\$0	\$1,575	\$0	\$0	\$0	\$0	\$0	\$0	\$1,575	\$0	\$0	\$0	\$3,150
License/Permits	\$0	\$1,373	\$0 \$0	\$0	\$0	\$0	\$0	\$0	\$701	\$0	\$0		\$701
Other Current	\$149	\$114	\$94	\$161	\$163	\$362	\$95	\$71	\$181	\$0	\$0	\$0 \$0	\$1,389
Special Events	\$3,910	\$2,968	\$19,336	\$4,479	\$4,520	\$7,754	\$0	\$1,026	\$3,390	\$0	\$0	\$0	\$47,384
Office Supplies/Postage	\$265	\$70	\$200	\$7,473	\$1,062	\$322	\$229	\$305	\$3,330	\$0	\$0	\$0	\$2,526
Capital Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Repair/Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Study	\$0	\$0	\$0	\$0	\$0	\$0	\$8,421	\$0	\$0	\$0	\$0	\$0	\$8,421
Capital Outlay	\$0	\$0	\$2,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$2,286
capital outling	ΨΟ	ΨΟ	ΨΕ,ΕΟΟ	Ψ0	ΨΟ	••	40	Ψ0	ΨΟ	40	40	40	ΨΕ,ΕΟΟ
Total Amenity Center Expenses	\$61,632	\$60,131	\$46,741	\$31,051	\$36,396	\$54,989	\$35,525	\$55,247	\$55,142	\$0	\$0	\$0	\$436,855
Amenity River Club													
General Manager	\$0	\$0	\$0	\$0	\$0	\$5,248	\$5,248	\$5,248	\$5,248	\$0	\$0	\$0	\$20,993
Community Facility Staff	\$0	\$0	\$0	\$0	\$0	\$5,187	\$5,187	\$5,187	\$5,187	\$0	\$0	\$0	\$20,747
Community Maintenance Staff	\$0	\$0	\$0	\$0	\$0	\$5,917	\$5,917	\$5,917	\$5,917	\$0	\$0	\$0	\$23,666
Facility Attendants	\$0	\$0	\$0	\$0	\$0	\$2,585	\$2,585	\$2,585	\$2,585	\$0	\$0	\$0	\$10,340
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Facility Maint/Common Grounds Maint	\$0	\$0	\$0	\$0	\$0	\$1,939	\$1,939	\$1,939	\$1,939	\$0	\$0	\$0	\$7,758
Pool Maintenance	\$0	\$0	\$0	\$0	\$0	\$1,164	\$1,164	\$1,164	\$1,164	\$0	\$0	\$0	\$4,655
Pool Chemicals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial Services	\$0	\$0	\$0	\$0	\$0	\$2,438	\$2,438	\$2,438	\$2,438	\$0	\$0	\$0	\$9,753
Window Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Propane Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer/Water/Irrigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repair and Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refuse	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Preventative Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
License/Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies/Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditure	\$0	\$0	\$8,023	\$1,239	\$1,239	\$0	\$2,478	\$0	\$3,764	\$0	\$0	\$0	\$16,743
Café and Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$5,475	\$5,475	\$5,475	\$0	\$0	\$0	\$16,425
Capital Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,421	\$0	\$0	\$0	\$0	\$8,421
Total Amenity River Club Expenses	\$0	\$0	\$8,023	\$1,239	\$1,239	\$24,478	\$32,431	\$38,374	\$33,717	\$0	\$0	\$0	\$139,501
Total Expenses	\$169,980	\$206,873	\$181,614	\$178,918	\$134,922	\$182,103	\$176,657	\$202,201	\$193,939	\$0	\$0	\$0	\$1,627,207
•	¢220.112	¢150.677	¢222.151						•	•			
Excess Revenues/Expenses	\$338,112	\$150,677	\$332,151	-\$12,242	-\$99,534	-\$161,875	-\$163,442	-\$198,562	-\$84,635	\$0	\$0	\$0	\$100,648

Rívers Edge Community Development District Tri-Party Funding Requests

Funding Request #	Date of Request	Check Date Received Developer	Requested Trí-Party Funding Landscape	Requested Funding Amenity	Total Funding Request FY 17	Total Funding Request FY 18	Balance (Due From Dev)/ Due to Trí-Party	Balance (Due From Developer)/ Due To
51	10/9/17	11/3/17	\$0.00	\$130,188.83	\$130,188.83		\$0.00	\$0.00
52	10/20/17	10/26/17	\$0.00	\$21,570.00	\$21,570.00		\$0.00	\$0.00
53	11/7/17	1/23/18	\$0.00	\$1,200.00	\$1,200.00		\$0.00	\$0.00
54	11/8/17	1/23/18	\$0.00	\$14,373.43	\$14,373.43		\$0.00	\$0.00
55	12/14/17	1/23/18	\$0.00	\$14,230.80		\$14,230.80	\$0.00	\$0.00
56	1/9/18	3/16/18	\$0.00	\$12,247.00		\$12,247.00	\$0.00	\$0.00
57	1/16/18	3/6/18	\$50,370.00	\$0.00		\$50,370.00	\$0.00	\$0.00
58	2/27/18	3/23/18	\$0.00	\$4,129.50		\$4,129.50	\$0.00	\$0.00
59	3/29/18		\$0.00	\$5,756.09		\$5,756.09		(\$5,756.09)
60	5/7/18	6/20/18		\$3,341.72		\$3,341.72		\$0.00
61	5/31/18			\$20,905.82		\$20,905.82		(\$20,905.82)
Due from I	Developer		\$50,370.00	\$227,943.19	\$167,332.26	\$110,980.93	\$0.00	(\$26,661.91)

Rívers Edge

Community Development District

Developer Contributions Schedule

For The Period Ending June 30, 2018

Expense	Funding	Treamons.	Funding Received	Total
Month of	Request #	VENDORS		Developer Contributions
Request October	#		<i>F</i> Y18	Contributions
October				\$0.00
November	55	BRIGHTVIEW LANDSCAPING	\$3,885.00	40.00
	55	BRIGHTVIEW LANDSCAPING	\$7,500.00	
	55	BRIGHTVIEW LANDSCAPING	\$2,845.80	
	56	ART-Z FACES	\$1,200.00	
	56	FLIPPIN GOOD COOKIES	\$665.00	
	56	HULIHAN TERRITORY, INC.	\$8,887.00	
	<i>57</i>	PRESTIGE ELITE PAINTING, LLC	\$50,370.00	
				\$75,352.80
December	56	BOUNCERS, SLIDES, AND MORE, INC.	\$500.00	
	56	BOUNCERS, SLIDES, AND MORE, INC.	\$75.00	
	56	LAKESHA WEST	\$321.00	
	56	PROGRESSIVE ENTERTAINMENT	\$599.00	
				\$1,495.00
January	58	VESTA PROPERTY SERVICES	\$68.00	
	2	nana i nolumas		\$68.00
February	58	BERT J BOWDEN	\$250.00	
	58	PROGRESSIVE ENTERTAINMENT	\$709.00	
	58	STEPHENS ADVERTISING DISPLAYS	\$1,990.00	
	59	AIRTAT BODYART	\$375.00	
	59	CRITTER CARAVAN, INC.	\$312.50	
	59	DERON BAKER	\$375.00	
	59	VESTA PROPERTY SERVICES	\$455.59	
	60	VESTA PROPERTY SERVICES	\$588.00	4= 0== 00
March	58	CRITTER CARAVAN, INC.	\$312.50	\$5,055.09
March	58	PRINCE PELE'S POLYNESIA	\$800.00	
	56	HULIHAN TERRITORY, INC.	\$8,887.00	
	56	FLIPPIN GOOD COOKIES	\$665.00	
	56	ART-Z FACES	\$1,200.00	
	59	ART-Z FACES	\$500.00	
	59	BERT J BOWDEN	\$400.00	
	59	ERIC ALBISO	\$325.00	
	59	PRINCE PELE'S POLYNESIA	\$1,675.00	
	59	PROGRESSIVE ENTERTAINMENT	\$1,338.00	
	60	ART-Z FACES	\$450.00	
	60	PROGRESSIVE ENTERTAINMENT	\$2,303.72	
		g	~=,J \ J \ / =	\$18,856.22
Apríl	61	BRIGHTVIEW LANDSCAPING	\$2,423.08	,-J
,	61	BRIGHTVIEW LANDSCAPING	\$1,852.25	
	61	BRIGHTVIEW LANDSCAPING	\$2,387.00	
		-		\$6,662.33
Мау	61	BRIGHTVIEW LANDSCAPING	\$2,213.34	
-	61	BRIGHTVIEW LANDSCAPING	\$1,247.50	
	61	BRIGHTVIEW LANDSCAPING	\$4,646.65	
	61	BRIGHTVIEW LANDSCAPING	\$3,450.00	
	61	DeRON BAKER	\$450.00	
	61	MARK ALAN MAGIC	\$700.00	
	61	ULINE	\$1,536.00	
				\$14,243.49
Total Devel	oper Contr	íbutíons FY18 Page 12		\$121,732.93

Ríver's Edge

Community Development District Long Term Debt Report

Series 2008A, Capital Improvement Revenue	e Bonds
Interest Rate:	6.80%
Maturity Date:	5/1/2038
Reserve Fund Definition:	7.835% Deemed Outstanding
Reserve Fund Requirement:	\$479,508
Reserve Fund Balance:	\$500,606
Bonds outstanding - 9/30/2014	\$12,375,000
Less: November 1, 2014 (Prepayment)	(\$10,000)
Less: May 1, 2015 (Mandatory)	(\$210,000)
Less: May 1, 2015 (Prepayment)	(\$20,000)
Less: May 2, 2016 (Mandatory)	(\$225,000)
Less: May 2, 2016 (Prepayment)	(\$15,000)
Less: October 18, 2016 (Prepayment)	(\$5,315,000)
Less: November 1, 2016 (Prepayment)	(\$15,000)
Less: May 1, 2017 (Mandatory)	(\$240,000)
Less: May 1, 2017 (Prepayment)	(\$15,000)
Less: November 1, 2017 (Prepayment)	(\$20,000)
Less: May 1, 2018 (Mandatory)	(\$140,000)
Less: May 1, 2018 (Prepayment)	(\$30,000)
Current Bonds Outstanding	\$6,120,000

Series 2016 Capital Improvemen	t Revenue Bonds and Refunding Bonds
Interest Rate:	4.5% - 5.3%
Maturity Date:	5/1/2026
Reserve Fund Definition:	30% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$213,593
Reserve Fund Balance:	\$214,402
Bonds outstanding - 10/19/16	\$10,765,000
Less: May 1, 2017 (Mandatory)	(\$160,000)
Less: May 1, 2018 (Mandatory)	(\$170,000)
Current Bonds Outstanding	\$10,435,000

C.

Rívers Edge Community Development District Summary of Assessments Fiscal Year 2018 10/1/17 - 9/30/18

			ASSES	SSED	
Assessed To	# UNITS	Series 2008A Debt Invoiced Net	Series 2016 Debt Invoiced Net	FY18 O&M	TOTAL INVOICED NET
DIRECT BILLS PYMNT PLAN * MATTAMY - BULK (1)	993		711,977.50	1,008,401.23	1,720,378.73
TOTAL REVENUE DIRECT BILLS	993		711,977.50	1,008,401.23	1,720,378.73
NET REVENUE TAX ROLL (RIVERS EDGE)	468	580290.80	-	491,519.51	1,071,810.31
TOTAL REVENUE	1,461	580,290.80	711,977.50	1,499,920.74	2,792,189.04

		RECEIVED		
Series 2008A Debt Paid	Series 2016 Debt Paid	O&M PAID	TOTAL PAID	BALANCE DUE/ (DISCOUNTS NOT TAKEN)
-	\$711,977.51	1,008,401.23	1,720,378.74	(0.01)
-	711,977.51	1,008,401.23	1,720,378.74	(0.01)
582,166.87	-	493,108.59	1,075,275.46	(3,465.14)
582,166.87	711,977.51	1,501,509.82	2,795,654.20	(3,465.15)

DIRECT BILL PERCENT COLLECTED	0.00%	100.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	100.32%	0.00%	100.32%	100.32%
TOTAL PERCENT COLLECTED	100.32%	100.00%	100.11%	100.12%

(1) Developer is on a payment plan for undeveloped land. Assessments are paid 25% by Oct 1, and 25% by Dec 1 and 25% by Feb 1 and 25% by May 1.

SUMMARY	RY OF TAX ROLL RECEIPTS					
		·	Series 2008A	Series 2016		
ST JOHNS COUNTY DISTRIBUTION	DATE	AMOUNT	Debt	Debt	O&M	
1	11/6/17	657.20	355.82	-	301.38	
2	11/15/17	39,431.74	21,348.81	-	18,082.93	
3	11/28/17	24,450.20	13,237.63	-	11,212.57	
4	12/11/17	113,849.44	61,639.44	-	52,210.00	
5	12/27/17	452,732.61	245,114.80	-	207,617.81	
Interest	1/4/18	53.67	29.06	-	24.61	
6	1/24/18	361,721.10	195,840.09	-	165,881.01	
7	2/26/18	63,757.63	34,519.14	-	29,238.49	
8	3/13/18	6,391.15	3,460.24	-	2,930.91	
9	4/18/18	4,040.51	2,187.58	-	1,852.93	
Interest	5/2/18	678.12	367.14	-	310.98	
Tax Certificates	6/11/18	1,653.92	895.45	-	758.47	
10	6/18/18	5,858.15	3,171.67	-	2,686.48	

TOTAL TAX ROLL RECEIPTS	1,075,275.44	582,166.87	-	493,108.59



Rívers Edge

Community Development District

<u>Check Run Summary</u> July 10, 2018

Fund	Date	Check No.		Amount	
General Fund					
Payroll	6/13/18	50371-50372	\$	369.40	
			Sub	-Total	\$ 369.40
Accounts Payable	6/7/18	2677-2694	\$	51,593.75	
ř	6/14/18	2695-2697	\$	2,432.13	
	6/21/18	2698-2711	\$	23,118.06	
	6/26/18	2712-2719	\$	178,195.48	
	6/28/18	2720-2728	\$	21,419.57	
			Sub	-Total	\$ 276,758.99
Capital Fund					
Accounts Payable			\$	-	
			Sub	-Total	\$ -
Total					\$ 277,128.39

BR040M-A		CH EDGE - G	ECKS WRITTEN LI ENERAL	ISTING BANK-P	RIVERS	AS OF 6/30/2 EDGE PAYROLL	2018	RUN	7/10/2018	PAGE	1
CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK	AMT	EMP/CUS/VEN#	DESCRIPTION				
050371 050372	R R	PR PR	06/13/2018 06/13/2018		4.70 4.70	15 16	JUDITH LONG CHARLES OATES	;			
		BANK	TOTAL	36	9.40						
		COMPANY	TOTAL	36	9.40						

Attendance Sheet

District Name: Rivers Edge CDD

Board Meeting Date: June 12, 2018

	Name	In Attendance	Fee
1	Jason Sessions Chairman		NO
2	VACANT		NO
3	Judy Long Assistant Secretary		YES - \$200
4	Charles Oates Assistant Secretary		YES - \$200
5	Tara Jinks Assistant Secretary		NO

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

Approved for Payment:	Juna	12, 2018
District Manager Signature	Date	,

PLEASE RETURN COMPLETED FORM TO BRIAN SANCHEZ

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18 PAGE 1
*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL

*** CHECK DATES 0	6/01/2018 - 06/30/2018 ***	RIVERS EDGE - GENERAL BANK A RIVERS EDGE GENERAL			
CHECK VEND# . DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	SUB SUBCLASS VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
6/07/18 00164	6/06/18 23267 201806 330-57200 PROX CARDS 28127-28376	-46110	*	1,575.00	
	PROX CARDS 2012/-203/0	AT SERVICES OF JAX, INC.			1,575.00 002677
6/07/18 00142	5/23/18 5774930 201805 320-57200 IRRIGATION REPAIRS	-46000	*	1,335.00	
	IRRIGATION REFAIRS	BRIGHTVIEW LANDSCAPE SERVICES INC			1,335.00 002678
6/07/18 00142	5/23/18 5774931 201805 320-57200 IRRIGATION REPAIRS		*	990.00	
	INCOALION NEIGHNO	BRIGHTVIEW LANDSCAPE SERVICES INC			990.00 002679
6/07/18 00142	5/30/18 5796350 201805 320-57200 REMOVE 2 SYCAMORE TREES		*	926.89	
	ALMOVE 2 STCAMORE INDES	BRIGHTVIEW LANDSCAPE SERVICES INC			926.89 002680
6/07/18 00142	5/30/18 5796351 201805 320-57200 INSTL CALUMET SOD	-46102	*	845.33	
		BRIGHTVIEW LANDSCAPE SERVICES INC			845.33 002681
6/07/18 00142	5/30/18 5796353 201805 320-57200 ELM TREE REPLACEMENT			5,419.55	
		BRIGHTVIEW LANDSCAPE SERVICES INC			5,419.55 002682
	5/30/18 5796354 201805 320-57200 TREE STRAIGHTEN/REMOVAL	-46102	*	8,615.84	
		BRIGHTVIEW LANDSCAPE SERVICES INC			8,615.84 002683
6/07/18 00142	6/01/18 5779869 201806 320-57200 JUN LANDSCAPE MAINT - OB	-46100	*	18,654.33	
		BRIGHTVIEW LANDSCAPE SERVICES INC			18,654.33 002684
6/07/18 00103	5/27/18 14845635 201805 330-57200 5G SPRING WATER	-50000	*	69.47	
	5/27/18 14845635 201805 330-57200 5G SPRING WATER/DEPOSIT		*	101.94	
	5/27/18 14845635 201805 330-57200 HOT AND COLD COOLER CUPS		*	6.99	
	5/27/18 14845635 201805 330-57200 PAPER INVOICE FEE	-50000		3.00	
		CRYSTAL SPRINGS			181.40 002685
6/07/18 00003	6/01/18 185 201806 310-51300 JUN MANAGEMENT FEES	-34000	*	3,750.00	_
	6/01/18 185 201806 310-51300 JUN INFORMATION TECH		*	208.33	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18 PAGE 2
*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL
BANK A RIVERS EDGE GENERAL.

	BA	ANK A RIVERS EDGE GENERAL			
CHECK VEND# DATE	DATE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	TRUOMA	CHECK AMOUNT #
	6/01/18 185 201806 310-51300-3	32400	*	750.00	
	JUN DISSEMINATION FEES 6/01/18 185 201806 310-51300-5	51000	*	31.97	
	OFFICE SUPPLIES 6/01/18 185 201806 310-51300-4	12000	*	15.93	
	POSTAGE 6/01/18 185 201806 310-51300-4	12500	*	30.30	
	COPIES 6/01/18 185 201806 310-51300-4 TELEPHONE	11000	*	26.49	
		GOVERNMENTAL MANAGEMENT SERVICES			4,813.02 002686
6/07/18 00073	6/01/18 13129557 201806 330-57200-4		*	1,280.13	
	JUN POOL MAINTENANCE 6/01/18 13129557 201806 330-57200-4 XPC SYSTEM UPGRADE	15210	*	50.00	
		POOLSURE			1,330.13 002687
6/07/18 00074	5/16/18 68789630 201806 330-57200-4 JUN REFUSE - PARK		*	376.89	
		REPUBLIC SERVICES #687			376.89 002688
6/07/18 00074	5/16/18 68789633 201806 330-57200-4 JUN REFUSE - CLUBHOUSE	 15800	*	376.89	
		REPUBLIC SERVICES #687			376.89 002689
6/07/18 00058	6/01/18 100999 201806 330-57200-3 JUN CLUBHOUSE MONITORING	34500	*	117.50	
	6/01/18 100999 201806 330-57200-3 JUN FITNESS MONITORING	34500	*	27.50	
	6/01/18 100999 201806 330-57200-3 JUN PARK MONITORING	34500	*	39.00	
	JUN PARK MONITORING	SONITROL OF NORTH CENTRAL FLORIDA			184.00 002690
6/07/18 00156	5/09/18 2560062 201805 330-57200-4	15900	*	175.00	
	MAY PEST CONTROL	TURNER PEST CONTROL			175.00 002691
6/07/18 00156	5/16/18 2523217 201805 330-57200-4		*	300.00	
	MAY PEST CONTROL	TURNER PEST CONTROL			300.00 002692
6/07/18 00155	5/31/18 343538 201805 330-57200-3 4/27-5/26 LIFEGUARD HOURS	34200	*	5,426.48	
	4/2/-5/20 LIFEGUARD HOURS				5,426.48 002693

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18 PAGE 3
*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL

CHICK DHILD		BANK A RIVERS EDGE GENERAL			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	SUB SUBCLASS VENDOR NAME	STATUS	TRUOMA	CHECK AMOUNT #
	5/31/18 343541 201805 320-57200-		*	68.00	
	MOVIE NIGHT	VESTA PROPERTY SERVICES, INC.			68.00 002694
6/14/18 00077	6/06/18 27547 201805 320-57200- MAY STORMWATER INSPECTION	-46800	*	2,100.00	
	MAI STORMWATER INSPECTION				2,100.00 002695
	5/02/18 59088 201805 320-57200- LED LIGHT SHORTED OUT			305.50	
	LED LIGHT SHOKIED OUT	ALL SERVICE ELECTRIC GROUP, INC			305.50 002696
6/14/18 00069	6/06/18 06062018 201805 330-57200- MAY GAS	45400	*	26.63	
		TECO PEOPLES GAS			26.63 002697
6/21/18 00119	6/21/18 06212018 201806 320-57200- LIVE MUSIC 6/21/18	49400	*	250.00	
		ROBERT AARON KOERNER			250.00 002698
6/21/18 00201	4/13/18 30217 201804 330-57200- IMPELLER FULL TRIM	-61000	*		
	4/13/18 30217 201804 330-57200- SEAL KIT		*	189.00	
	4/13/18 30217 201804 330-57200- SERVICE & LABOR	-61000	*	890.00	
		COM-PAC FILTRATION INC.			2,478.00 002699
6/21/18 00090	6/20/18 249 201806 320-57200- EVENT 7/6/18	-49400	*	450.00	
		DERON BAKER			450.00 002700
6/21/18 00001	6/12/18 62102232 201806 310-51300- JUNE FEDEX POSTAGE	-42000	*	23.35	
		FEDEX			23.35 002701
6/21/18 00151	6/15/18 2797 201806 320-57200- STERN WHEEL DRIVE POND	-46102	*	4,080.00	
		G.G. EXCAVATION & CONSTRUCTION IN	NC.		4,080.00 002702
6/21/18 00071	4/25/18 23456061 201804 330-57200- 4/9/18-4/22/18 SECURITY	-34510	*	2,086.24	
	4/25/18 23456061 201804 330-57200- MILEAGE	-34510	*	465.69	
		GIDDENS SECURITY CORPORATION			2,551.93 002703

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18
*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL

PAGE 4

	BANK A RIVERS EDGE GENERAL			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	TRUOMA	CHECK AMOUNT #
6/21/18 00212	5/22/18 1164 201805 330-57200-45700 WINDSCREEN DOWNPAYMENT	*	2,000.00	
	WINDSCREEN DOWNPAYMENT NETREPAIRGUY.COM			2,000.00 002704
	3/16/18 5097 201806 320-57200-49400 6/22/18 EVENT	*	588.00	
	PROGRESSIVE ENTERTAINMENT			588.00 002705
6/21/18 00055	6/12/18 39974 201805 310-51300-31100 MAY PROFESSIONAL SERVICES	*	3,497.17	
	PROSSER INC			3,497.17 002706
6/21/18 00137	3/14/18 36340 201803 330-57200-45700 SLIDE RESTORE/REPAIR		2,885.00	
	SLIDE RESTORE, REFAIR SLIDECARE LLC			2,885.00 002707
6/21/18 99999	6/21/18 VOID 201806 000-00000-00000 VOID CHECK	C	.00	
	******INVALID VENDOR NUM	BER****		.00 002708
6/21/18 99999	6/21/18 VOID 201806 000-00000-00000 VOID CHECK	C	.00	
	******INVALID VENDOR NUM	BER*****		.00 002709
6/21/18 99999	6/21/18 VOID 201806 000-00000-00000	С	.00	
	******INVALID VENDOR NUM	BER*****		.00 002710
6/21/18 00155	5/31/18 343957 201805 330-57200-45700 24' POOL POLE	*	80.00	
	5/31/18 343957 201805 330-57200-45700 POOL MATERIALS	*	238.00	
	5/31/18 343957 201805 330-57200-45700 POOL MATERIALS	*	99.50	
	5/31/18 343957 201805 330-57200-45700 KEY TAGS/TAPE/MOP	*	133.56	
	5/31/18 343957 201805 330-57200-45700 KEY TAGS	*	7.44	
	5/31/18 343957 201805 330-57200-45700 PAPER TOWELS	*	127.76	
	5/31/18 343957 201805 330-57200-51000 INK	*	238.52	
	5/31/18 343957 201805 330-57200-45700 TRASH CAN LINERS	*	612.03	
	5/31/18 343957 201805 320-57200-49400 PHOTOS WALL OF HEROES	*	2.55	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18 PAGE 5

*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL

BANK A RIVERS EDGE GENERAL

CHECK VEND#INVOICE.... ...EXPENSED TO... V
DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS VENDOR NAME STATUS AMOUNTCHECK..... AMOUNT 5/31/18 343957 201805 320-57200-49400 4.25 ROPE FOR DECORATION 5/31/18 343957 201805 320-57200-49400 5.10 PHOTOS WALL OF HEROES 5/31/18 343957 201805 330-57200-45700 6.80 ALGEA BRUSH WATER FALL 5/31/18 343957 201805 330-57200-45700 12.31 5GAL GAS CAN 5/31/18 343957 201805 330-57200-45700 15.86 LIFE JACKET HANGERS 5/31/18 343957 201805 330-57200-45700 17.10 TEST STAIN PARK BENCHES 5/31/18 343957 201805 320-57200-49400 17.85 PHOTOS WALL OF HEROES 5/31/18 343957 201805 330-57200-45700 19.17 CHLORINE PRESSURE WASHING 5/31/18 343957 201805 320-57200-49400 21.23 ICE CREAM PARTY 5/31/18 343957 201805 320-57200-49400 24.99 MEMORIAL DAY BANNER 5/31/18 343957 201805 320-57200-49400 25.48 MEMORIAL DAY DECORTATIONS 5/31/18 343957 201805 330-57200-45700 25.62 BULBS FOR RIVERCLUB 5/31/18 343957 201805 330-57200-45700 30.78 REFILL GAS FOR GRILLS 5/31/18 343957 201805 320-57200-49400 47.87 FOOD FOR RC CAFE 5/31/18 343957 201805 330-57200-45700 58.59 BATTERIES 5/31/18 343957 201805 330-57200-45700 62.84 CHLORINE PRESSURE WASHING 5/31/18 343957 201805 330-57200-45700 69.95 DOG LITTER BAGS 5/31/18 343957 201805 330-57200-51000 70.00 CONSTANT CONTACT 5/31/18 343957 201805 320-57200-49400 79.31 ICE CREAM PARTY 5/31/18 343957 201805 330-57200-45700 84.29 GAS FOR TRUCK 5/31/18 343957 201805 330-57200-45700 84.80 GAS FOR TRUCK 5/31/18 343957 201805 330-57200-45700 88.95 GAS FOR TRUCK 5/31/18 343957 201805 330-57200-45700 89.67 TABLE TINTS/SAN JAMMER

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18
*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL

""" CHECK DATES	BANK A RIVERS EDGE GENERAL			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	5/31/18 343957 201805 330-57200-45700	*	92.17	
	HOSE NOZZLE/HANGER 5/31/18 343957 201805 330-57200-45700	*	129.43	
	REMOVE PARK BENCHES 5/31/18 343957 201805 330-57200-45700 DOG LITTER BAGS	*	154.02	
	5/31/18 343957 201805 330-57200-45700	*	163.65	
	PAINT FOR FIRE HYDRANT 5/31/18 343957 201805 330-57200-45700 DOG LITTER BAGS	*	199.96	
	5/31/18 343957 201805 330-57200-45700 DOG LITTER BAGS	*	254.88	
	5/31/18 343957 201805 320-57200-49400	*	344.11	
	GARDEN CLUB SUPPLIES 5/31/18 343957 201805 330-57200-45700	*	474.22	
	LIFERINGS VESTA PROPERTY SERVICES, INC.			4,314.61 002711
6/26/18 00155		*	5,248.33	
	MAR GEN&LIFESTYLE MANAGER 3/01/18 341568 201803 320-57200-46001	*	2,585.00	
	MAR FIELD OPS MANAGEMENT 3/01/18 341568 201803 330-57200-34400	*	3,586.28	
	MAR FACILITY STAFF 3/01/18 341568 201803 330-57200-34200	*	1,071.22	
	MAR POOL ATTENDANTS 3/01/18 341568 201803 330-57200-45200	*	1,765.00	
	MAR POOL MAINTENANCE 3/01/18 341568 201803 330-57200-45300	*	1,482.60	
	MAR JANITORIAL MAINTEANCE 3/01/18 341568 201803 330-57200-45100	*	3,812.40	
	MAR COMMON GROUNDS MAINT VESTA PROPERTY SERVICES, INC.			19,550.83 002712
6/26/18 00155	3/01/18 341569 201803 320-57200-46002	*	2,585.00	
	MAR FIELD OPS MANAGER 3/01/18 341569 201803 330-57200-34001	*	5,248.33	
	MAR GEN&LIFESTYLE MANAGER 3/01/18 341569 201803 330-57200-34401	*	5,186.85	
	MAR FACILITY STAFF 3/01/18 341569 201803 330-57200-34501	*	2,330.32	
	MAR COMMUNITY MAINT STAFF 3/01/18 341569 201803 330-57200-45201 MAR POOL MAINTENANCE	*	1,163.67	
	MAR POOL MAINTENANCE 3/01/18 341569 201803 330-57200-45301 MAR JANITORIAL MAINT	*	2,438.17	

PAGE 6

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18 PAGE 7
*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL
BANK A RIVERS EDGE GENERAL

	BANK A RIVERS EDGE GENERAL			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	TRUOMA	CHECK AMOUNT #
	3/01/18 341569 201803 330-57200-45101 MAR COMMON GROUNDS MAINT	*	1,939.45	
	VESTA PROPERTY SERVICES, INC.			20,891.79 002713
6/26/18 00155	VESTA PROPERTY SERVICES, INC. 4/01/18 341557 201804 320-57200-46002	*	2,585.00	
	APR FIELD OPS MANAGER 4/01/18 341557 201804 330-57200-34001 APR GEN&LIFESTYLE MANAGER	*	5,248.33	
	4/01/18 341557 201804 330-57200-34401 APR FACILITY STAFF	*	5,186.85	
	4/01/18 341557 201804 330-57200-34501 APR COMMUNITY MAINT STAFF	*	2,330.32	
	4/01/18 341557 201804 330-57200-45201 APR POOL MAINTENANCE	*	1,163.67	
	4/01/18 341557 201804 330-57200-45301 APR JANITORIAL MAINT	*	2,438.17	
	4/01/18 341557 201804 330-57200-45101 APR COMMON GROUNDS MAINT	*	1,939.45	
	4/01/18 341557 201804 330-57200-53001 APR CAFE LABOR&OTHER EXP	*	5,475.00	
	VESTA PROPERTY SERVICES, INC.			26,366.79 002714
6/26/18 00155	4/01/18 341567 201804 330-57200-34000	*	5,248.33	
	APR GEN&LIFESTYLE MANAGER 4/01/18 341567 201804 320-57200-46001 APR FIELD OPS MANAGEMENT	*	2,585.00	
	4/01/18 341567 201804 330-57200-34400 APR FACILITY STAFF	*	3,586.28	
	4/01/18 341567 201804 330-57200-34200 APR POOL ATTENDANTS	*	1,071.22	
	4/01/18 341567 201804 330-57200-45200 APR POOL MAINTENANCE	*	1,765.00	
	4/01/18 341567 201804 330-57200-45300 APR JANITORIAL MAINTEANCE	*	1,482.60	
	4/01/18 341567 201804 330-57200-45100 APR COMMON GROUNDS MAINT	*	3,812.40	
	VESTA PROPERTY SERVICES, INC.			19,550.83 002715
6/26/18 00155	5/01/18 342438 201805 330-57200-34000	*	5,248.33	
	MAY GEN&LIFESTYLE MANAGER 5/01/18 342438 201805 320-57200-46001	*	2,585.00	
	MAY FIELD OPS MANAGEMENT 5/01/18 342438 201805 330-57200-34400 MAY FACILITY STAFF	*	3,586.28	
	5/01/18 342438 201805 330-57200-34200 MAY POOL ATTENDANTS	*	1,071.22	

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18 PAGE 8

*** CHECK DATES	06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL BANK A RIVERS EDGE GENERAL		1.01, 7, 10, 10	21102 0
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	5/01/18 342438 201805 330-57200-45200 MAY POOL MAINTENANCE	*	1,765.00	
	5/01/18 342438 201805 330-57200-45300 MAY JANITORIAL MAINTEANCE	*	1,482.60	
	5/01/18 342438 201805 330-57200-45100 MAY COMMON GROUNDS MAINT	*	3,812.40	
	VESTA PROPERTY SERVICES, INC.			19,550.83 002716
6/26/18 00155	5/01/18 342439 201805 320-57200-46002 MAY FIELD OPS MANAGER	*	2,585.00	
	5/01/18 342439 201805 330-57200-34001 MAY GEN&LIFESTYLE MANAGER	*	5,248.33	
	5/01/18 342439 201805 330-57200-34401 MAY FACILITY STAFF	*	5,186.85	
	5/01/18 342439 201805 330-57200-34501 MAY COMMUNITY MAINT STAFF	*	2,330.32	
	5/01/18 342439 201805 330-57200-45201 MAY POOL MAINTENANCE	*	1,163.67	
	5/01/18 342439 201805 330-57200-45301 MAY JANITORIAL MAINT	*	2,438.17	
	5/01/18 342439 201805 330-57200-45101 MAY COMMON GROUNDS MAINT	*	1,939.45	
	5/01/18 342439 201805 330-57200-53001 MAY CAFE LABOR&OTHER EXP	*	5,475.00	
	VESTA PROPERTY SERVICES, INC.			26,366.79 002717
6/26/18 00155	6/01/18 343264 201806 330-57200-34000 JUN GEN&LIFESTYLE MANAGER	*	5,248.33	
	6/01/18 343264 201806 320-57200-46001 JUN FIELD OPS MANAGEMENT	*	2,585.00	
	6/01/18 343264 201806 330-57200-34400 JUN FACILITY STAFF	*	3,586.28	
	6/01/18 343264 201806 330-57200-34200 JUN POOL ATTENDANTS	*	1,071.22	
	6/01/18 343264 201806 330-57200-45200 JUN POOL MAINTENANCE	*	1,765.00	
	6/01/18 343264 201806 330-57200-45300 JUN JANITORIAL MAINTEANCE	*	1,482.60	
	6/01/18 343264 201806 330-57200-45100	*	3,812.40	
	UESTA PROPERTY SERVICES, INC. 6/01/18 343265 201806 320-57200-46002			19,550.83 002718
6/26/18 00155	6/01/18 343265 201806 320-57200-46002 JUN FIELD OPS MANAGER	*	2,585.00	
	6/01/18 343265 201806 330-57200-34001 JUN GEN&LIFESTYLE MANAGER	*	5,248.33	

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AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/10/18
*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVERS EDGE - GENERAL

""" CHECK DATES		ANK A RIVERS EDGE GENERAL			
CHECK VEND# DATE	DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	6/01/18 343265 201806 330-57200-	34401	*	5,186.85	
	JUN FACILITY STAFF 6/01/18 343265 201806 330-57200-		*	2,330.32	
	JUN COMMUNITY MAINT STAFF 6/01/18 343265 201806 330-57200- JUN POOL MAINTENANCE	45201	*	1,163.67	
	6/01/18 343265 201806 330-57200-	45301	*	2,438.17	
	JUN JANITORIAL MAIN 6/01/18 343265 201806 330-57200- JUN COMMON GROUNDS MAINT	45101	*	1,939.45	
	6/01/18 343265 201806 330-57200- JUN CAFE LABOR&OTHER EXP	53001	*	5,475.00	
	JUN CAFE LABORAUTHER EXP	VESTA PROPERTY SERVICES, INC.			26,366.79 002719
6/28/18 00119	7/04/18 07042018 201807 320-57200- JULY 4TH EVENT	49400	*	550.00	
	JULI 4IH EVENI	ROBERT AARON KOERNER			550.00 002720
	6/25/18 3396R-4 201806 320-57200- POOL TABLE REPAIR	60000	*	337.05	
	FOOL TABLE REPAIR	CREATIVE LICENSE INTERNATIONAL			337.05 002721
6/28/18 00001	6/19/18 62171513 201806 310-51300- JUN FEDEX POSTAGE		*		
	JUN FEDEX POSTAGE	FEDEX			23.35 002722
6/28/18 00071	6/19/18 23456346 201806 330-57200- 6/4/18-6/18/18 SECURITY	34510	*	2,086.24	
	6/19/18 23456346 201806 320-57200- MILEAGE	34510	*	420.66	
		GIDDENS SECURITY CORPORATION			2,506.90 002723
6/28/18 00006	6/20/18 100900 201805 310-51300- DRAFT ACOUISITION	31500	*	12,984.67	
	DIGHT ACQUIDITION	HOPPING GREEN & SAMS			12,984.67 002724
6/28/18 00006	6/20/18 100901 201805 310-51300- MAY PREMISES LIABILITY		*	345.00	
		HOPPING GREEN & SAMS			345.00 002725
6/28/18 00213	6/22/18 2431 201806 330-57200- STRUCTURAL ENGINEERING	61000	*	3,764.00	
		LOWE STRUCTURES, INC			3,764.00 002726
6/28/18 00127	2/20/18 5067 201806 320-57200- JULY 4TH EVENT	49400	*	765.00	_
	OODI 4111 EVENI	PROGRESSIVE ENTERTAINMENT			765.00 002727

PAGE 9

*** CHECK DATES 06/01/2018 - 06/30/2018 *** RIVER	UNTS PAYABLE PREPAID/COMPUTE S EDGE - GENERAL A RIVERS EDGE GENERAL	ER CHECK REGISTER RI	JN 7/10/18	PAGE 10
CHECK VEND#INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
6/28/18 00005 5/09/18 I0304171 201805 310-51300-4800	0	*	71.80	
5/16/18 NOTICE OF MEETING 5/23/18 I0304522 201805 310-51300-4800 NOTICE OF OUALIF PERIOD	0	*	71.80	
	E ST. AUGUSTINE RECORD			143.60 002728
	TOTAL FOR E	RANK A	276,758.99	
	TOTTE TOR I	211111	2707730.33	
	TOTAL FOR F	REGISTER	276,758.99	



AT Services of North Florida

14286 Beach Blvd Suite 10 Jacksonville, FL 32250

Date:	
6/6/2018	

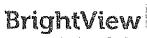
Invoice

Invoice #
23267

BILL TO:	
	3 NOOLUU AMARAKKAN 19 a aree aan 1 a markiin ta badaa ka lobaan kan 1921 ku wa ee maraa ah bahaa ay a see gamba
RIVERS EDGE COMMUNITY	
Development District	
475 W Town Place Suite 114	
Saint Augustine, FL 32092-3649	
,	
Development District 475 W Town Place Suite 114	

SHIP TO:	
RIVERS EDGE COMMUNITY	
Development District	
475 W Town Place Suite 114	
Saint Augustine, FL 32092-3649	
-	

Item		Description		Qty	Rate	Amount
Proximity Card	Facility Code 143 Logo Clam No Shipping	n Shell Cards si	tarting 28127-28376	250	6.30	1,575.00
	Specimen extra fertificial photographics and specimens are specimens and specimens and specimens are specimens and specimens are specimens and specimens are specimens and specimens are specimens are specimens and specimens are		1 mg	Management and a second	E CHARLEST PROPERTY OF THE PRO	
	100 100 100 100 100 100 100 100 100 100	Section of the sectio		AMERIKATURA KANCARI KA	раматанен артична арамуна (жележда жележда)	
	THE COLUMN TO TH		572 · 4611	en andreas en	вення занаження выполня выполн	
	CONTRACTOR AND	·			сия неев формация на поливания н На поливания на поливания	
Comments:	TE BERNET		ta Makara (I Cita Bara Cita Bara (I Bara) ka mata perdangan ke sangan penganakan penakanan penganakan dan dal	Si	ubtotal:	\$1,575.00
				Sal	es Tax:	\$0.00
	Pho	one:	Web Site:		Total:	\$1,575.00
	gentland at Chinama de Mannach de La Santa Annach d	73546	www.atservicesjax.com	Att the state of t		



Sold To: 14181720 Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095 Customer #: 14181720 Invoice #: 5774930 Invoice Date: 5/23/2018 Sales Order: 6638283

Cust PO #:

Project Name: RiverTown CDD - Irr. insp. and repairs - riverfront park, lakes, pond B+C, landing, entrance.

Project Description: RiverTown CDD - Irr. insp. and repairs - riverfront park, lakes, pond B+C, landing, entrance.

Job Number	Description		Amount
346102145			1,335.00
	6" Pop-up sprays		
	6" Rotors		
	Broken 12" Pop-up (Maintenance, no charge)		
	Clogged nozzles (Maintenance,no charge)	A TOTAL PARTY OF THE PARTY OF T	
	Rotary nozzle clogged (Maintenance, no charge)		
	Broken lateral (Maintenance, no charge)		
	Broken bubbler (Maintenance, no charge)		
:	Straighten sprinklers (Maintenance, no charge)	1.32.572.46	
		1.32.572.46	
	Irrigation		
		Total Invoice Amount Taxable Amount Tax Amount	1,335.00
		Balance Duc	1,335.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 14181720 Invoice #: 5774930 Invoice Date: 5/23/2018

Amount Due: \$1

\$1,335.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095 BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

BrightView

Sold To: 14181720 Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095 Customer #: 14181720 Invoice #: 5774931 Invoice Date: 5/23/2018 Sales Order: 6638308 Cust PO #:

Project Name: RiverTown CD - Construction damage at the Landing. Project Description: RiverTown CD - Construction damage at the Landing.

Job Number	Description	Amount
346102145	RiverTown CDD	990.00
	Rerouse lateral around newly installed sence on Per dido + B	
	Repair broken sprinkler alongKendall crossing by constructi	
	Firigotion 1.32.572.46 142	
	Total Invoice Amount Taxable Amount Tax Amount Balance Due	990.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub Customer Account #: 14181720 Invoice #: 5774931 Invoice Date: 5/23/2018

Amount Due:

\$ 990.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

INVOICE



Sold To: 14181720 Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095

Project Name: Remove 2 Sycamore Trees Project Description: Landscape Enhancements

Customer #: 14181720 Invoice #: 5796350 Invoice Date: 5/30/2018 Sales Order: 6615045

Cust PO#:

Job Number	Description	Amount
	RiverTown CDD	926.89
·	Remove Sycamore Tree and Stump Grind. Grade Excess Dirt and	
	St Augustine Sod - Installed	
	Fakahatchee Grass 3 gal Installed	
	Inspection, Enhancement and/or adjustments to provide proper	
	EB 1.32.572.46102	
	[mdscapt 142	
	Total Invoice Amount	926.89
	Taxable Amount Tax Amount	320.0.
	Balance Due	926.8

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 14181720 Invoice #: 5796350

Invoice Date: 5/30/2018

Amount Due: \$ 926.89

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095

Sold To: 14181720 Rivers Edge CDD c/o Governmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095

Customer #: 14181720 Invoice #: 5796351 Invoice Date: 5/30/2018 Sales Order: 6615125 Cust PO #:

Project Name: Calumet Sod

Project Description: Landscape Enhancements

Job Number	Description	Amount
	River Town CDD Calumet Sod: Magnolia at Round about Park: 1.32.572.44102 andiconft 142	845.33
	Total Invoice Amount Taxable Amount Tux Amount Balance Due	845.3 845.3

The second secon

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub Customer Account #: 14181720 Invoice #: 5796351

Invoice Date: 5/30/2018

Amount Due:

\$845,33

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095

Sold To: 14181720 Rivers Edge CDD c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

Customer #: 14181720 Invoice #: 5796353 Invoice Date: 5/30/2018 Sales Order: 6616553 Cust PO #:

Project Name: ElmTree Replacement (Revised) Project Description: Landscape Enhancements

Job Number	Description	Amount
346102145	RiverTown CDD	5,419.55
	Riverwalk Rd.	
	Zoysia Park:	
		· ·
		Ì
	28	
	Ψ <u>S</u>	
	28 Landscape	
	1.32.572	.41.102
	₹	
	142	
		5.410.4
	To To	tal Invoice Amount 5,419.5 xable Amount
	Ta	x Amount
	B	lance Due 5,419.

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub Customer Account #: 14181720 Invoice #: 5796353

Invoice Date: 5/30/2018

Amount Due: \$ 5,419.55

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Rivers Edge CDD c/o Governmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095 BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Sold To: 14181720 Rivers Edge CDD c/o Governtmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095

Customer #: 14181720 Invoice #: 5796354 Invoice Date: 5/30/2018 Sales Order: 6616593 Cust PO #:

Project Name: Tree Straightening Removal Install throughout Rivertown (Revised) Project Description: Landscape Enhancements

Job Number	Description		Amount
346102145	RiverTown CDD Welcome Center: Enlcave Front Pond: Groves Pond: Orange Branch Trail Zoysia Park: Calumet Drive and Pond: Orchard Pond: Across from Keystone: Vendure Pond: Amenity Center:	1·32·572·46102 142	8,615.84
		Total Invoice Amount Taxable Amount Tax Amount Balance Due	8,615.84 8,615.84

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 14181720 Invoice #: 5796354

Invoice Date: 5/30/2018

Amount Duc: \$8,615.84

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to

Rivers Edge CDD c/o Governmental Management Services 475 W Town PL Ste 114 St Augustine FL 32095 BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655



Orange Branch Trail at Rivertown c/o Governmental Management Services 475 West Town Place Suite 114 St Augustine FL 32095

Customer #: 16992593 Invoice #: Invoice Date: 6/1/2018

5779869

Cust PO #:

Job Number	Description	Amount
346100380	Orange Branch Trail at Riverto	18,654.33
	Exterior Maintenance	
	For June	
	1.32.572.461	
	142	
	JUN 05 2010	
	Total invoice amou	ınt 18,654.3
	Tax amount Balance due	18,654.3

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904-292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account#: 16992593

Invoice #: 5779869 Invoice Date: 6/1/2018 Amount Due:

\$18,654.33

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Orange Branch Trail at Rivertown c/o Governmental Management Services 475 West Town Place Suite 114 St Augustine FL 32095

Upcoming Delivery Dates

Delivery Calendars are available for each of your Ship-To Locations by accessing your selfservice account online at selfserve.water.com.



We Deliver!



Bottled Water • Filtration • Coffee

FIJI is Earth's Finest Water. It's also the #1 imported bottled water in the USA. Now you can get it conveniently delivered every month. To order, go to water.com/myaccount or call 1-800-4WATERS

Customer Account #: 662311414845635

SEE ACCOUNT SUMMARY DETAILS

Invoice Date:

05-27-18

Invoice #:

14845635 052718

Purchase Order #:

See Details Below

Date

Transaction #

Details

Qty.

Each Amount

Previous Balance Payment Remaining Balance

Products and Other Charges Ship To Reference # 14845634 Ship To Reference # 15261387

Total Products and Other Charges

Rental Ship To Reference # 14845634 Ship To Reference # 15261387 Total Rental

Deposits Ship To Reference # 14845634 Ship To Reference # 15261387 Total Deposits

0.00 150.41

165.86

165.86

150.41

0.00 6.99 6.99

0.00 24.00 24.00

Total New Charges

181.40

Ship To Reference # 14845634 DENISE POWERS
RIVERTOWN FITNESS CENTER
475 W TOWN PL STE 114
ST AUGUSTINE, FL 32092

No Activity for This Billing Period

Did you know that in addition to the top left corner of this bill, you can also find your delivery schedule at water.com/myaccount? Online you can also easily skip or add a delivery as needed.

Previous Balance \$165.86

Payment \$0.00

Total New Charges \$181.40

Pay This Amount \$347.26

Write the complete account number on your check. Detach remittance and mail with payment in the enclosed envelope. To pay online go to

www.Crystal-Springs.com

Alhambra BELMONTO Crystal (DEFROCK) HINCKLEY, KELLWOOD, MOUND STORES SIERTAD SPARKLETTS STANDARD.

CI180527 BC10-921-000000181

Crystal STANDARD.

6750 DISCOVERY BLVD. MABLETON, GA 30126

Customer Account #:

Due By:

Late Fees May Apply After: **Total Amount Due:**

662311414845635 **Upon Receipt**

> 06-19-18 \$347.26

30356-P-0038

Check here and see reverse for address and phone corrections.

Check here and see reverse if paying by credit card.





000461 000000181

լ<u>ենին վել գույին աննականին իր հարարեն իր իր հարարական իր իր հարարա</u> **RIVERTOWN FITNESS CENTER**

DENISE POWERS

475 W TOWN PL STE 114 ST AUGUSTINE, FL 32092 \$

¶ Mail Remittance With Payment To:
¶

րուգլուլ[եղելեւ[[ել[#]]ու|[ութ[ր#]]ոլ[[|||եռ|[եր|]]]]] **CRYSTAL SPRINGS** PO BOX 660579 DALLAS TX 75266-0579



Date	Details		Qty.	Each	Amount
		Total for Location			0.00
		Ship To Reference # 15261387 BRIAN SANCHEZ RIVERTOWN FITNESS CENTER 140 LANDING ST FRUIT COVE, FL 32259			
)5-07-18	T181276970055	CRYSTAL SPRINGS 5G SPRING WATER 5.0 GALLON BOTTLE DEPOSIT 5.0 GALLON BOTTLE RETURN ENERGY SURCHARGE Sales Tax Total	7.0 7.0 -9.0 1.0	10.99 6.00 6.00 4.54	76.93 42.00 -54.00 4.54 0.00 69.47
)5-21-18	T181416970061	CRYSTAL SPRINGS 5G SPRING WATER 5.0 GALLON BOTTLE DEPOSIT Sales Tax Total	6.0 6.0	10.99 6.00	65.94 36.00 0.00 101.94
	R1814112623891	CRYSTAL MOUNTAIN K2 HOT AND COLD COOLER W CUP Sales Tax Total	1.0	6.99	6.99 0.00 6.99
)5-25-18	30893957	PAPER INVOICE FEE Sales Tax Total	1.0	3.00	3.00 0.00 3.00
		Total for Location			181.40
· ,					A. Carrier
					Today :
					de la constantina del constantina de la constantina de la constantina del constantina de la constantin
			The Automotive		

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Invoice #: 185
Invoice Date: 6/1/18

Due Date: 6/1/18

Case:

P.O. Number:

Payments/Credits

Balance Due

\$0.00

\$4,813.02

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - June 2018 1-31-513-34 Information Technology - June 2018 1-31-513-351 Dissemination Agent Services - June 2018 1-31-513-324 Office Supplies 1-31-513-51 Postage 1-31-513-42 Copies 1-31-513-425 Telephone 1-31-513-41	Hours/Gity	3,750.00 208.33 750.00 31.97 15.93 30.30 26.49	3,750.00 208.33 750.00 31.97 15.93 30.30 26.49
	Total	<u> </u>	\$4,813.02



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

Invoice

Date

6/1/2018

Invoice #

131295578498

Terms	Net 20
Due Date	6/21/2018
PO#	
Customer#	13RIV125

Bill To

Rivers Edge c/o Government Management Services 475 West Town Place Suite 114 St Augustine FL 32092 Ship To

River Town CDD 39 Riverwalk Blvd Saint Johns FL 32259

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	1,280.13
WM-Wireless Communication Charge	XPC Communication Fee	1	ea	0.00
WM-XPC Upgrade	XPC System Upgrade	1	ea	50.00
	1.33.572.45210			
,	73			
	1 MAN OO OMAS			
	\$90			
es de				

Season Billing Schedule: Summer - April through September monthly service Winter - October through March monthly service

Total 1,3
Amount Due \$1,3

1,330.13 \$1,330.13

Remittance Slip

Customer

13RIV125

Invoice #

131295578498

Amount Due

\$1,330.13

Amount Paid

Make Checks Payable To

Poolsure PO Box 55372 Houston, TX 77255-5372



Quantity

1,0000

St Augustine FL 32095-860404

RepublicServices.com/Support

(904) 825-0991

445 Republic Dr

Customer Service

Description
Payment - Thank You 05/04
Payment - Thank You 05/09

Reference 5555555 2610

Reference

<u>Amount</u> -\$279.94 -\$381.89

Amount

CURRENT INVOICE CHARGES

COUNTRY
Riverfront Park 88 River Front Trl PO Y
Saint Johns, FL Contract: 9687022 (C51)
1 Waste Container 6 Cu Yd, 1 Lift Per Week
Distance Cambridge 00/04 00/20

Pickup Service 06/01-06/30 Container Refresh 06/01-06/30

Administrative Fee

Description

Total Fuel/Environmental Recovery Fee

Total Franchise - Local

CURRENT INVOICE CHARGES



\$260,00 \$260.00 \$9.00 \$9.00

\$5.25

\$85.02 \$17.62

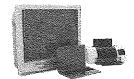
\$376.89

1.33.572.458

Unit Price

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics





EPUBLIC

SERVICES

445 Republic Dr St Augustine FL 32095-860404

Please Return This Portion With Payment

Total Enclosed

Return Service Requested

L2RCACDTDL 000166

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RIVERS EDGE CDD DAVID PROVOST 475 W TOWN PL **STE 114** ST AUGUSTINE FL 32092-3648

\$376.89 **Total Amount Due** June 05, 2018 Payment Due Date 3-0687-0002582 **Account Number** 0687-000896300 Invoice Number

For Billing Andrews Charlest. Classife New aged Copyrights of Retholistics

Make Checks Payable To:

REPUBLIC SERVICES #687 PO BOX 9001099 LOUISVILLE KY 40290-1099

.00

\$5.25

\$85,02



445 Republic Dr St Augustine FL 32095-860404

Customer Service (904) 825-0991 RepublicServices.com/Support

Account Number Invoice Number Invoice Date

3-0687-0002898 0687-000896330 May 16, 2018

Previous Balance Payments/Adjustments **Current Invoice Charges**

\$629.83 -\$629.83 \$376.89

Total Amount Due	Payment Due Date
\$376.89	June 05, 2018

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 05/04	555555	-\$247.94
Payment - Thank You 05/09	2609	-\$381.89
i dynnone Thank i od 00/00		

CURRENT INVOICE CHARGES

Description	Reference	Quantity	<u>Unit Price</u>	<u>Amou</u>
Rivertown Clubhouse 156 Landing St PO Y Saint Johns, FL Contract: 9687022 (C51) 1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 06/01-06/30 Container Refresh 06/01-06/30		1.0000	\$260.00 \$9.00	\$260.0 \$9.0

Administrative Fee

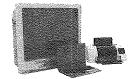
Total Fuel/Environmental Recovery Fee

Total Franchise - Local

CURRENT INVOICE CHARGES

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics





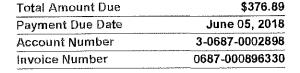
445 Republic Dr St Augustine FL 32095-860404 Please Return This Portion With Payment

Total Enclosed

Return Service Requested

L2RCACDTDL 000167

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For Billing Addictive Changes, Clinick Consumit Complete Personse

Make Checks Payable To:

REPUBLIC SERVICES #687 PO BOX 9001099 LOUISVILLE KY 40290-1099





SONITROL OF NORTH CENTRAL FLORIDA

FEID # 20-1355543 2500 NW 10th Street, #103 Ocala, FL 34475 (352) 369-6300

Invoice Date 100999 6/1/2018 Customer Number Due Date C120062 6/1/2018

To: Rivers Edge CDD

475 West Town Place, Ste 114 Saint Augustine, FL 32092 Remit To: Sonitrol of North Central Florida 2500 NW 10th Street #103

Ocala, FL 34475

Amount Enclosed:		Net Du	Net Due: \$184.00 Detach And Return Top Port		•	
Custome	er Name	Customer Number	PO Number	Invoice Date	Due Date	
Rivers Edge CDD		C120062		6/1/2018	6/1/2018	
Quantity	Description		The second section of the second seco	Rate	Amount	
Rivertown Clubh	ouse, 156 Landing St,	St Johns, FL		a		
1.00	1.00 Maintenance and/or Monitoring Services 6/1/2018 - 6/30/2018		1:33.57	2·345 _{117.50} 58	117.50	
Rivertown Comm	nunity Center Fitness,	140 Landing Street, St John	s, FL			
1.00	Maintenance and/or Monitoring Services 6/1/2018 - 6/30/2018			27.50	27.50	
Rivertown Comm	unity Park, 159 Landi	ing Street, Saint Johns, FL				
1.00	Maintenance and/ 6/1/2018 - 6/30/20	or Monitoring Services		39.00	39.00	
				Subtotal:	\$184.00	
	Tax		an dispersion of the		0.00	
	Payments/Credits	Applied	, 2004		0.00	
	•		In	voice Balance Due:	\$184.00	

Date	Invoice #	Description	Amount	Balance Due
6/1/2018	100999	Recurring Services	\$184.00	\$184.00



Main: \$400 Baymaadows Way. Suda 12, Jacksonville, Florida 32256 993-355-5300 • Fax: 984-353-1499 • Toll Free: 800-225-5305 www.tornerpest.com

Service Slip / Invoice

INVOICE: DATE: ORDER:

5260062 05/09/18 5260062

5260062

Bill-To:

[233943]

Rivertown Amenity Center Jason Davidson 140 Landing St 39 River Walk Blvd Saint Johns, FL 32259-8621

Work Location:

[233943] 904-940-0008

Rivertown Amenity Center 39 Riverwalk Blvd

Saint Johns, FL 32259-8621

Work Date

Time

Target Pest

Technician

Time In

05/09/18

11:18 AM

Purchase Order

Terms NET 30 Last Service 05/09/18

Map Code

1.33.572.459

11:18 AM

Time Out

12:04 PM

Service

Description

Amount

CPCM

Commercial Pest Control - Monthly Service

\$175,00

SUBTOTAL TAX

\$175.00

TOTAL

\$0.00 \$175.00

AMT. PAID

\$0.00

BALANCE

\$175.00

TECHNICIAN SIGNATURE

PLEASE PAY FROM THIS INVOICE

CUSTOMER SIGNATURE

Charges outstanding over 30 days from the date of service are subject to a 15% FINANCE I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the CHARGE PER MONTH or annual percentage rate of 18%. Customer agrees to pay accrued cost of services as specified above. expenses in the event of collection.



BIII-To:

Work Date

[233943]

Time

Rivertown Amenity Center Jason Davidson 140 Landing St 39 River Walk Blvd Saint Johns, FL 32259-8621

Target Pest

Service Slip / Invoice

INVOICE; DATE: ORDER:

5253217 05/16/18 5253217

5253217

Time in

Work Location:

[233943] 904-940-0008

Rivertown Amenity Center 39 Riverwalk Blvd Saint Johns, Ft. 32259-8621

05/18/18 12:01 PM 12:01 PM Purchase Order Terms Last Service Map Code Time Out NET 30 05/16/18 12:57 PM Description Amount CPCM Commercial Pest Control - Monthly Service \$300.00 SUBTOTAL 5300.00 YAX 50.00 TOTAL \$309.00 AMT, PAID \$0.00 BALANCE \$300.00 thing King TECHNICIAN SIGNATURE

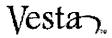
Technician

1.33.572.459 156

Charges outstanding over 30 days from the date of service are subject to a 11/3/ FINANCE 1 heroby acknowledge the setisfactory completion of all services rendered, and agree to pay the CHARGE PER MONTH or annual percentage rate of 18%. Customer agrees to pay excrued cost of services as specified above, expenses in the event of collection.

PLEASE PAY FROM THIS INVOICE

Customer Unavailable to Sign CUSTOMER SIGNATURE



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

Invoice

Invoice # Date 343538 5/31/2018

Terms Due Date Memo Net 30 6/30/2018

May Lifeguard Hours

Bill To

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



1.33.572.342 155

Lifeguard 4/27-5/26	349.87	15.51 5,426.48
	ا الله الله الله الله الله الله الله ال	The state of the s

Thank you for your business.

Total

\$5,426.48

0.0000%

14.6956%

15.4581%

LG

LG

LG

Company Totals

Labor Allocation Report

Summary								
Distributed Job Detail Code	Distributed Job Detail Desc	Punch Date	Hours	Units	Amount	Hours % To Company	Amount % To Company	
AQLFG	Aquatic Lifeguard	05/17/2018	8.00	0.00	0.00	3.5163%		0.0000%
AQLFG	Aquatic Lifeguard	05/19/2018	8.00	0.00	0.00	3,5163%		0.0000%
AQLFG	Aquatic Lifeguard	05/22/2018	8.00	0.00	0.00	3.5163%		0.0000%
AOLFG	Aquatic Lifeguard	05/26/2018	8.00	0.00	0.00	3.5163%	•	0.0000%
LG	Lifeguard	05/10/2018	6.00	0.00	54.00	2.6372%	•	3.8053%
LG.	Lifeguard	05/11/2018	9.33	0.00	87,47	4.1009%	•	6.1639%
LG	Lifeguard	05/12/2018	25.98	0.00	233.82	11.4193%	1	16.4771%
LG	Lifeguard	05/13/2018	15.35	0.00	138.15	6.7470%		9.7353%
LG	Lifequard	05/18/2018	6.00	0.00	54.00	2.6372%	5	3.8053%
ເຜ	Lifeguard	05/19/2018	20,58	0.00	185.22	9,0458%	•	13.0523%
LG	Lifequard	05/20/2018	22.50	0.00	202.50	9.8897%	,	14.2700%
20	Lifequard	05/23/2018	4.00	0.00	36.00	1.7582%	, D	2.5369%

8.00 0.00

0.00

38.23 0.00

39.54

227.51

05/24/2018

05/25/2018

05/26/2018

Lifeguard

Lifeguard

Lifeguard

0.00

208.54

219.36

0.00 200

3.5163%

16.8037%

17.3795%

		S	umi	mai	y		
Distributed Job Detail Code	Distributed Job Detail Desc Aquatic Lifeguard	Punch Date 04/29/2018	Hours 2.70		24.30	Hours % To Company Amount % To C 2.2066%	company 2.6974% 2.6974%
AQLFG LG	Aquatic Lifeguard Lifeguard	05/05/2018 04/28/2018	2,43 13.50		24.30 121.50	1.9859% 11.0330%	13.4868%
LG LG	Lifeguard Lifeguard	04/29/2018 05/01/2018	18.15 16.75			13.6891%	17.7493% 17.8159% 16.2619%
LG LG	Lifeguard Lifeguard	05/05/2018 05/06/2018	15,75 22.03			18.0042%	22.8354% 0.0000%
PM PM	Pool Monitor Pool Monitor	04/28/2018 04/29/2018	8.00 8.00			6.5381%	0.0000%
PM PM	Pool Monitor Pool Monitor	05/05/2018 05/06/2018	8.00 7.05	0.00	58.16	5.7617%	0.0000% 6.4559%
Company Totals			122.36	0.00	CODE		

Invoice

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

invoice # Date

343541 5/31/2018

Terms **Due Date** Memo

Net 30 6/30/2018

Special Events May

Bill To

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

1.32.572.494 155

P. I. Santa			
Movie Night	 4	17.00	68.00
incomed, the market minimizer and antique part and addition was foregreen and the income of the inco	 Compression of the Compression o	ranginer spending harmon, de consideration de la company (1975).	

Total

\$68.00

Non-Contractual Billable Hours

All non-contractural biliable hours for the month of: RiverTown Facility:

	All non-contractural biliable nours for the month of:	>	Vidy	
Date of Event	Name of Event	Total Billable hours	Billable Hourly Rate	Amount billable
5/1/2018	Movie Night	4	\$17	\$9\$
				\$0
				\$0
				0\$
				0\$
				0\$
				0\$
				0\$
				\$0
				0\$
				0\$
				Target and the state of the sta
	Total	4		\$9\$



June 6, 2018 Invoice No. 27547 Project No. M3001.0147.13

Mr. David Provost Rivers Edge CDD NE Regional Office 4500 SR 13 St. Johns, Florida 32259

RE:

Stormwater Inspection Services - May 2018

Rivertown

St. Johns County, Florida

Lump Sum Services

Task 2-4 Weekly Site Inspections – 4 weekly @ \$525.00/week.......\$2,100.00

Total Amount Due\$2,100.00

1.32.572.468

77

Approved by Project Manager: <a>_

THANK YOU FOR YOUR BUSINESS!

TERMS: Total amount due on receipt of invoice. A finance charge equal to 18% per annum (1.5% per month) will be added to all balances over 30 days with a minimum late charge of \$15.00.

All Service Electric Group, Inc.

1556 Whitlock Avenue lacksonville, FL 32211-5456 904/744-5050 Fax 904/745-0400 Florida License #EC00001076

1						
	n	`'	0	1	^	c
		v	u	ı	•	v
_		_	_	_	_	-

Date	Invoice#
5/2/2018	59088

Bill To	
River Town	
Vista Property Services	
56 Landing St.	
St. Johns, FL 32259	

Work Performed At	

	P.O. No.	Rep	ř	. Work P	erformed
		Ì₿.		5/1/18	
Description			Qty	Rate	Amount
Service call to troubleshoot LED light shoripping for street lights found wires but now remade connections breaker hold no power pulled to light.	rnt together in	ground	3.25	94.00	305.50
Due upon receipt			Total		\$305.50

9



ACCOUNT INVOICE

peoplesgas.com

1 9 9 8 in

Statement Date: 06/06/2018 Account: 211011179218

(*:7:7:1111UIUTTUTUTUTUTUTUTUTUTUTUTUTUTUTUTUTU
MOTION STATEMENT MESSAGE MANAGEMENT MANAGEMENT PROPERTY OF THE

RIVERS EDGE CDD C/O BERNADETTE PEREGRINO 156 LANDING ST JACKSONVILLE, FL 32259-8763

Your Account Summary	
Previous Amount Due	\$26.67
Payment(s) Received Since Last Statement	-\$26.67
Current Month's Charges	\$26.63
Total Amount Due	\$26.63
Total Amount Due	

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Help us avoid service interruptions Call 811 two days



w what's below.
Call before you dig.

Call 811 two days before your project to have utility lines marked for free. Utility lines can easily be damaged by planting

trees, installing fences, etc. Avoid potential service interruptions for you and your neighbors. Digging on Saturday? Call 811 by Wednesday. Visit sunshine811.com or peoplesgas.com/callbeforeyoudig.

1·33·572·454 69



Billing and payments made easy!

We offer many convenient and free ways to receive and pay your natural gas bill, such as Paperless Billing and Direct Debit. For more on our convenient options, log into **tecoaccount.com** or visit **peoplesgas.com** and select *Pay Your Bill*.

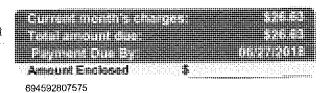
To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



mail phone online pay agent

See reverse side for more information

Account: 211011179218





MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



ACCOUNT INVOICE

Account:

211011179218

Statement Date:

06/06/2018

Current month's charges due 06/27/2018

Details of Current Month's Charges - Service from - 05/03/2018 to 06/04/2018

Service for: 156 LANDING ST, JACKSONVILLE, FL 32259-8763

Rate Schedule: Small General Service (SGS)

Meter Number	Read Date	Current Reading	Previous = Reading	Measured Volume	x	BTU	x Conversion =	Total Used	Billing Period
ALQ07118	06/04/2018	1,258	1,257	1 CCF		1.043	1.1168	1.2 Therms	33 Days
Natural Gas	harge Receipts Tax Service Cost	h's Charge	1.2 TH	AS @\$0.43613 AS @\$0.89995		in discount matches	\$25.00 \$0.52 \$1.08 \$0.03 \$26.63	Péoples Gas Us Therms Per Da (Average) JUN 0.0 APR 0.0 APR 0.0 MAR 0.0 FEB D.D JAN 0.0 DEC MOV 0.1 OCT 0.0 SEP D.D AUG 60.8 JUN 0.4 JUN 0.1	у



ROBERT AARON KOERNER

June 21st, 2018

INVOICE

1.32.572.494

Bill To:		Send To	
Customer : Vesta	a Property Services	Recipient	Robert Aaron Koerner
Rive	r Town		
		Address	1374 Wentworth Avenue St.Johns, FL 32259
		Phone	904-209-7241
Payment Due	June 21st, 2018		
		Payment Metho	d:CheckCCPayPal
Payment Terms	Payment due upon performance		PayPal email:
			laura.e.koerner@gmail.com

Qty.	Description	Unit Price	Line Total			
1	Live Music (2 hrs) Poolside on 6/21	\$250	\$250			
	Rivertown "Adult Swim"					
		Paid:	0			
		Discount:	0.00			
Balance Due: \$ 250						
	Company of Commercial					

Thank you for your business!

Robert Aaron Koerner <u>aaronkoernermusic@gmail.com</u> 904-209-7241



Invoice

WO/JOB Number

Date	Invoice Number			
4/13/2018	30217			

Bill To	
River Town	
c/o Rivers Edge CDD	
475 West Town Place Suite 114	
ST. Augustine, FL 32092	
904-940-5850	

Ship To
River Town
140 Landing St
Saint Johns, FL 32259

1.33.572.4

		20						561
	Terms	PO Number	Project Name	SO Number	Quote Number	Due Date	Ship Via	Ship Date
			River Town		9999	4/28/2018	Кеппу	4/13/2018
Qty	Item			Description			Rate	Amount
1	Item Service Item Service	4050 SS Impeller Ful CPI 1.75 Seal Kit	II Trim				1,399.00 189.00	1,399.00 189.00
1	Service Labor	Service & Labor	e e e e e e e e e e e e e e e e e e e				890.00	890.00

insufficent funds due to returned checks, wire transfers and/or credit cards will be subject to loss of customer discount and will incur a 1.5% finance charge compounded monthly until paid in full.

Customer discount will be revoked and charged back to the Final Invoice if not paid within the specified terms.

Subtotal	USD 2,478.00
Sales Tax (0.0%)	USD 0.00
Additional Payments/Credit	s USD 0.00
Balance Due	USD 2,478.00

Deron Baker Music LLC

113 Corrientes Ct. Saint Augustine Fl 32084

Invoice

Invoice No:

249

Date: Terms: 06/20/2018

_ ._.

NET 14

Due Date:

07/04/2018

Bill To: Rivers Edge CDD

mpollicino@vestapropertyservices.com

Description		Amount
Solo guitar for 1st Friday food truck July 6th 2018 5:30-8 pm	1-32-57 90	12.494 \$450.00)
Music services by Micah Gilliam		
	Subtotal	\$450.00
	Total	\$450.00
	PAID	\$0.00
Pay Now	Balance Due	\$450.00
Invoice2go 🚨 🚾 👄		

Comments

^{***} If paying with PayPai or credit card please note that a 3.7% processing fee will be applied.

^{***}PLEASE MAKE PAYMENT TO: Deron Baker Music LLC~ Thank you!



Invoice Number 6-210-22324 Invoice Date Jun 12, 2018 Account Number

Page 1 of 3

Billing Address:

GMS/ RIVERS EDGE 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649 **Shipping Address:**

GMS/ RIVERS EDGE 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649 Invoice Questions? Contact FedEx Revenue Services

Phone: (800) 622-1147

M-F7 AM to 8 PM CST Sa 7 AM to 6 PM CST

Fax:

(800) 548-3020

Internet:

www.fedex.com

Invoice Summary Jun 12, 2018

FedEx Express Services

Transportation Charges Special Handling Charges

TOTAL THIS INVOICE

Total Charges

USD **USD** \$23.35

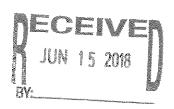
\$23.35

17.52

5.83

Other discounts may apply.

1.31.513.42



Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number Account Number
6-210-22324

Amount Due
USD \$23.35

Remittance Advice

Your payment is due by Jun 27, 2018

872015606210223241200000233585

0037977 01 AB 0.405 **AUTO T2 0 1162 32092-364939 -C01-P38014-11

GMS/ RIVERS EDGE 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649



իլիկիրիակընդրկեսնվիուններնգիլիննկիններնիննում

FedEx P.O. Box 660481 DALLAS TX 75266-0481



60007620008613

Invoice Number	\	Invoice Date	Account Number	\	Page
6-210-22324	T	Jun 12, 2018		Ī	2 of 3

Adjustment Request Fax to (800) 548-3020

Use this form to fax requests for adjustments due to the reasons indicated below. Requests for adjustments due to other reasons, including service failures, should be submitted by going to www.fedex.com or calling

800.622.1147. Please use multiple forms for additional req	uests.						
Please complete all fields in black ink.							
Requestor Name							
Phone	1 1 1 1 1 1 1 1 1 1 1 1 1 1						
E-mail Address Yes, I want to update account contact with the above information.							
Tracking Number Bill to Account \$Amount							
ADR - Address Correction INW - Incorrect Weight OVS	S - Oversize Surcharge For all Service failures or other						
C DVC - Declared Value INS - Incorrect Service RSU	J - Residential Delivery surcharges please use our web						
\$ 1 2 1	D - Pwrshp Not Delivered site www.fedex.com or call R - Saturday Delivery (800) 622-1147						
OCS - Exp Pick-up Fee SDF	Rerate information only (round to nearest inch)						
Tracking Number Code \$ A	Amount LBS L W H						
Tracking Number Code \$ A							
a produktyvanja propositi stanimi kara kara kara kara kara kara kara kar							
Check all that apply	Effective Date//						
A Shipping Address (Physical Address)	☐ Billing Address Only ☐ Billing Same As Shipping Address						
Company C	Company L						
B Address Address	Address						
S Address	Address						
G Dept	Dept.						
Floor Apt/Suite # 1 1 1 1 1	Floor Apt/Suite #						
Address	City						
State Zip Code	State Zip Code						
	Phone						
Fax # -	Fax#						



Invoice Number 6-210-22324 Jun 12, 2018

Page 3 of 3

17.52

1.68

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Jun 07, 2018 Cust. Ref.: Rivers Edge CDD Ref.#2:
Payor: Third Party Ref.#3:

Fuel Surcharge - FedEx has applied a fuel surcharge of 7.75% to this shipment.

• The delivery commitment for FedEx 2Day to residences (including home offices) is 7 P.M. the second business day for A1, A2, AA, A3, A4, A5, A6, AM, PM, and RM service areas.

Distence Based Pricing, Zone 2

Package Delivered to Recipient Address - Release Authorized

Automation INET
Tracking ID 772424046330
Service Type FedEx 2Day
Package Type FedEx Pak

Package Type FedEx 20ay
Package Type FedEx Pak
Zone 02
Packages 1

Rated Weight 1.0 lbs, 0.5 kgs
Delivered Jun 08, 2018 20:12

 Svc Area
 A5

 Signed by
 see above

 FedEx Use
 000000000/5980/02

SenderRecipientShelby StephensCharles DatesGMS, LLC270 Yearling Blvd475 W. Town Pl., Ste. 114SAINT JDHNS FL 32259 USSAINT AUGUSTINE FL 32092 US

Transportation Charge Fuel Surcharge Residential Delivery

Total Charge

Total FedEx Express USD \$23.35

G & G Excavation & Construction, Inc.

6500 SR 16 St. Augustine, Fl 32092 Phone- 904-737-5555 Fax- 904-737-6050

Invoice

Date	Invoice #	
6/15/2018	2797	

Bill To	
Riveredge CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092	

Job
Stern Wheel Drive Retention Pond

1.32.572.46102
151

Job# Terms
Net 30

Item Description Amount G & G Excavation and Construction, Inc. supplied all Equipment, Labor, Material, and Supervision for the following: Job: Stern Wheel Drive Retention Pond Reference: Grading & Sod Scope of Work: 1. Haul dirt from stock pile to retention pond 2. Grade and reslope pond bank 3. Furnish sod and place sod 4. Clean up 4,080.00 Quote Total cost for the above work Thank you for your business! **Total** \$4,080.00 Payments/Credits \$0.00 **Balance Due** \$4,080.00

Phone #	Fax#
(904) 737-5555	(904) 737-6050

GIDDENS SECURITY CORPORATION

Invoice

Lic# B0001267 528 S. Edgewood Ave. Suite 1 JACKSONVILLE, FL 32205

Date	Invoice #
4/25/2018	23456061

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

1.33.572.34510

P.O. No.	Terms	Project
,	Due on receipt	

Quantity	Description	Rate	Amount
136 817	Security Service 4/9/2018-4/22/2018 Mileage	15.34 0.57	2,086.2 465.6
	\$/&V 5 4 0000		
;			
		4	

 Phone #
 Fax #
 E-mail

 904-384-8071
 904-389-9931
 akoon@giddenssecurity.com

Total \$2,551.93

Equipment: Patrol Truck

Pipe

Week Ending:

4/15/2018

Contracted Hours:

89

Post: River Town

Address:

	ning Hours						
	Total Hrs Training Hours		32		36		- 89
4/15/2018	Sunday			6p-12m			
4/13/2018 4/14/2018	Saturday			6p-6a	-		***************************************
				6p-6a			
118 4/12/2018	Thursday	9p-5a					
4/11/2(/ednesd	9p-5a					
4/10/2018	Tuesday	9p-5a					
4/9/2018	Monday	9p-5a					
				12m-6a			
	Officer Name		Tiffin		Securo, R		

Week Ending:

4/22/2018

Contracted Hours: 68

Post: River Town

Address:

4/22/2018 4/21/2018 4/20/2018 4/19/2018 4/17/2018 4/18/2018 4/16/2018

Total Hrs Training Hours						
Total Hrs	į	32		36		
Sunday			6p-12m			
Saturday			6p-6a			
Friday			6p-6a			
Thursday	9p-5a					
Wednesday	9p-5a					The state of the s
Tuesday	9p-5a					
Monday	9p-5a	·		İ		
		·	12m-6a			
Officer Name		Tiffin		Securo, R	-	

88

Netrepairguy.com

Estimate

P.O. Box 331532 Atlantic Beach, FL 32233 US 904-361-8555 netrepairguy.com



ADDRESS
Robert Beladi
Vesta Property Services

ESTIMATE#	DATE	EXPIRATION DATE
	00/22/2010	06/22/2018

1.33.572.457

ACTIVITY	QTY	RATE	AMOUNT
WINDSCREEN:Windscreen 5'6" deep Windscreen 5'6" deep. Black	820	2.95	2,419.00T
Windscreen Remove and Install Windscreen Remove and Install	820	1.65	1,353.00
Logo	4	75.00	300.00T

\$ 2000 down at acceptance . Balance at completion.

 SUBTOTAL
 4,072.00

 TAX (7%)
 190.33

 TOTAL
 \$4,262.33

Accepted By

Accepted Date



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

	www.progressiveent.com
18	Invoice # 5097

Invoice date: 3/16/2018 Customer name: Rivers Edge CDD (RiverTown) Terms: At event

PO# Event type: Poolside Movie Night

140 Landing Street., St. Johns, Fl. 32259

Marcy Pollicino Same

Wk: 904-940-0008 Cell: 904-710-9348

E-mail/ fax:

mpollicino@vestapropertyservices.com

At event contacts with cell:

Original contact person:

Friday June 22, 2018

Hours of event:

8:30 pm until end of movies

Hours of service:

Same

Approximate set up time:

between: 7:00 - 7:30 pm

Location name and address: Same

Where to set up at location: Set up-grass or pavement:

RiverClub

Þ\/

Water within 75': n/a

Power within 75':

Yes

Covered area for entertainer:

n/a

Notes: SUNSET IS AT 8:30 PM ON THIS DATE

SERVICES NEEDED:

Billing address:

Event date:

* 32' Outdoor Movie System with Technician

* Popcorn Machine

* 100 Servings of Popcorn (Includes Delivery)

Reg. Rate

Reg. Rate

\$595,00 \$79.00

Your Cost Your Cost \$495.00 \$69.00

Reg. Rate \$28.00 Reg. Total

\$702.00

Your Cost Your Total

\$24.00 \$588.00

Total Savings

\$114.00

1.32.572.494 127

Sub Total:

\$588.00

Sales Tax:

\$0.00

Invoice Total:

\$588.00

50 % Deposit required

\$

Balance due at set up

\$588.00

Payments received

\$0.00

Current Balance

\$588.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

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

Customer signature required :	(Date:



June 12, 2018

Project No:

113094.60

Invoice No:

39974

Rivers Edge CDD

c/o Governmental Management Services, LLC

Attention: Bernadette Peregrino 475 West Town Place, Suite 114

St. Augustine, FL 32092

1.31.513.311

55

198.42

Project

113094.60

Rivers Edge CDD - O & M

For services including prep and attend May CDD meeting and coordinate with staff on community garden, landscape RFP and maps, and wall in Lakes.

Professional Services from May 1, 2018 to May 31, 2018

Professional Personnel

	Hours	Rate	Amount	
Principal	10.50	170.00	1,785.00	
Sr. Planner/Sr L.A./Sr. Graphic Arts	5.25	135.00	708.75	
Inspection Manager	7.00	115.00	805.00	
Totals	22.75		3,298.75	
Total Labor				3,298.75
eimbursable Expenses				
Mileage-DOT Allowable (445)			70.05	

Rei

Mileage-DOT Allowable (.445) 18.89 Mileage-Additional (.12/mile) 83.60 Blueprints/Reproduction **Total Reimbursables** 1.15 times 172.54

\$3,497.17 **Total this Invoice**



SLIDECARE, LLC

32961 Pin Oak Parkway Unit #4 Avon Lake, OH 44012 (440)930-2490 Sales@SlideRenu.com http://www.SlideRenu.com



BILL TO

RiverTown 156 Landing Street St Johns, FL 32259 US SHIP TO

RiverTown 140 Landing St St Johns, FL 32259 **INVOICE # 36340**

DATE 03/14/2018

DUE DATE 04/13/2018

1.33.572.457 137

SERVICES

Water Slide Restoration, Repairs & Refinishing Services

2,785.00

2,785.00

If you have any questions, please contact us at 440.930.2490 or via email sales@SlideRenu.com.

Payments via credit card may be subject to a service fee up to 4%

SUBTOTAL SHIPPING TOTAL **BALANCE DUE**

2,785.00

100.00 2,885.00

\$2,885.00

Invoice

Invoice # Date

343957 5/31/2018

Terms **Due Date** Memo

Net 30 6/30/2018 Pass thru May

Bill To

Suite 250

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

Vesta Property Services, Inc.

245 Riverside Avenue

Jacksonville FL 32202

Billable Expenses Big Z Pool Material: 24' Pool Pole RR Big Z PoolMaterial R/9 Big Z Pool Material R/8 Key tags RK Paper towels 🕫 Ink (4) 00 Trash Can QQ M. Pollicino - Walgreens; Photos for Wall of Heroes 5 & M. Policino - Waigreens, Protos for Wall of Herces M. Pollicino - Ace; Rope for decorations of M. Pollicino - Walgreens; Photos for Wall of Herces R. Beladi - Walmart; Chlorine/algae brush for water fall R. Beladi - Walmart; Life jacket hangers (R. Beladi - Walmart; Life jacket hangers (R. Beladi - Walmart; Life jacket hangers) R. Beladi - waimart; Life jacket hangers (KR)
R. Beladi - Ace; Test stain for park benches KR
M. Pollicino - Walgreens; Photos for Wall of Heroes AR
R. Beladi - Pinch A Penny; Chlorine for pressure washing KR M. Pollicino - Publix; Items for the ice cream party 55 M. Politicino - OTC Brands; Memorial Day Banner St. M. Politicino - OTC Brands; Decorations for Memorial Day 5t. R. Beladi - Ace; Bulbs for RiverClub (R. Beladi - Ace; Beladi - Ace; Bulbs for RiverClub (R. Beladi - Ace; Beladi -R. Beladi - Ace; Bulbs for RiverClub R. Beladi - Ace; Refill gas for grills R. J. Davidson - Walmart; Food Items for RC Café J. J. Davidson - Walmart; Food Items for RC Café J. R. Beladi - Batteries Plus; Batteries for urinals at RiverClub R. Beladi - Ace; Chlorine for pressure washing M. Pollicino - Amazon; DogiPot Litter Bags R. J. Davidson - Constant Contact; Email Platform C. J. Davidson - Walmart; Items for the ice cream party J. R. Beladi - Weedmans Grocery; Gas for work truck R. Beladi - Weedmans Grocery; Gas for work truck R. Beladi - Weedmans Grocery; Gas for work truck R. J. Davidson - Amazon; Table Tints and San Jammer For RC Café A. R. Beladi - Ace; Hose nozzle and hanger for café/paint for hydrants R. Beladi - Ace; Hose nozzle and hanger for café/paint for hydrants R.

R. Beladi - Ace; Hose nozzle and hanger for café/paint for hydrants RR R. Beladi - Ace; Remove park benches for repair RR

R. Beladi - Lowes; Garden Club Supplys 1655

J. Davidson - Lifeguard Store; Liferings for the RiverHouse RR

Total Billable Expenses

RR-1.33.572.457 05-1.33.572.51 5E - 1.32.572.494

80.004 238.00 99.50 133.56 7.44 127.76~ 238.52 612.03 🛫 2.55 4.25 5.101 12.31~ 15.86 < 17.10 17.85 📽 19.17 21.23 24.99 25.62~ 30.78~ 47.87 58.59 🖛 62.84~ 69.95 70.00~ 79.31 84.29 -84.80 < 88.95 89.67 92.17 129.43 154.02 163.65 199.96 254.88 344.11 474.22 4,314.61

Big Z Pool Service, LLC 172 Stokes Landing Rd Saint Augustine. FL 32095 US bigzpools@yahoo.com www.facebook.com/bigzpoolservice



BILL TO

Jay King Vesta Property Management 245 Riverside Avenue Suite 250 Jacksonville, Florida 32202 USA



INVOICE # 3284

DATE 03/31/2018

DUE DATE 04/15/2018

TERMS 15th

AC HHITY

Property of Service: Rivertown Riverclub

Material 24' Pool Pole

24' Pool Pole Provided: 3/28/18

Thank you for your business!

137

BARY

AMOUNT

80.00

80.00

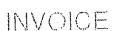
BALANCE DUE

(\$80.00

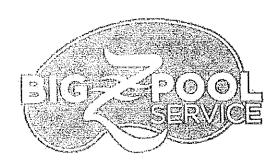
Approved
Non-Billable
Jason Davidson

Jason Davidson

Big Z Pool Service, LLC 172 Stokes Landing Rd Saint Augustine, FL 32095 US bigzpools@yahoo.com www.facebook.com/bigzpoolservice



BILL TO
Jay King
Vesta Property Management
245 Riverside Avenue Suite
250
Jacksonville, Florida 32202



INVOICE # 3298
DATE 04/06/2018
DUE DATE 04/15/2018
TERMS 15th

AUTUME

USA

Property of Service: Rivertown
*THIS IS A BILLABLE *
Approved by: Jason Davidson 4/6/18

Material Hammerhead Battery

Thank you for your business!

04 P

ASPOUNT

1

238.00

238.00

BALANCE DUE

\$238.00

Non-Billable Approved
Jason Davidson

Jason Davidson

Big Z Pool Service, LLC 172 Stokes Landing Rd Saint Augustine, FL 32095 US bigzpools@yahoo.com www.facebook.com/bigzpoolservice



INVOICE

BILL TO
Jay King
Vesta Property Management
245 Riverside Avenue Suite
250
Jacksonville, Florida 32202
USA

DATE 04/28/2018
DUE DATE 05/15/2018
TERMS 15th

ACTIVITY	QTY	RATE	AMOUNT
Property: Rivertown (Family Pool) *THIS IS A BILLABLE * Material	1	99.50	99.50
Toro Valve and AutoFill (Level Control Box) Installed: 4/27/18			

Thank you for your business!

BALANCE DUE

\$99.50

Approved Billable
Jason Davidson

Jason Davidson

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
5/05/18	ATL 1821005	8049801002
PLEASE PAY BY	TERMS	AMOUNT DUE
6/04/18	Net 30 Days	133.56

INVOICE DETAIL

Staples Business Advantage

Bill to Account: 46392

Federal ID #:04-3390816

Ship to Account: RIVERTOWN

VESTA PROPERTY SERVICES CHEYENNE SKAGGS 245 RIVERSIDE AVE STE 250 JACKSONVILLE, FL 32202

VESTA PROPERTY SERVICES ATTN: JASON DAVIDSON 140 LANDING ST SAINT JOHNS, FL 32259

P O Number : P O Desc : O Desc

invoice Number: 3377418614 Order : 7197002078-000-001 Ordered By : JASON DAVIDSON Order 2016 : 570278

Release				Order Date	: 5/	03/18_			
Release Order			Description	Order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
Line	Item Number				****	PK	1	7.49	7.49
1	249755		20 SNAP-HOOK KEY TAGS	1	U	PK	_		
2	489211		FACILITIES: BILLABLE SCOTCHMAGIC TAPE 3/4X1000 10PK	. 1	0	PK	1	22.99	22.99
	407411		FACILITIES: BILLABLE		^	DZ	1	9.79	9.79
3	051165		HI-LITER 25025 BROAD TTP F/YE	Ţ	U	UZ	4	3	• • • •
_	805956		FACILITIES: BILLABLE SUPERSTICH MOP SIN BL LG	4	0	EΛ	4	11.59	46.36
			FACILITIES: BILLABLE 3X3 POST-IT MIAMI24 CABINET PR	(1	C	PK	1	29.99	29,99
5	2095545		FACILITIES: BILLABLE	1	ſ	EA	1	8.79	8.79
6	488010		TITANIUM SHEARS 8IN STRAIGHT FACILITIES: BILLABLE	.,					
Freigh	t:	.00	Tax:(6.5000 %) 8.15	·			otal: otal:		125,41 133,56

INVOICE DATE	CUSTOMER	SUMMARY INVOIC			
5/12/18	ATL 1821005	8049888016			
PLEASE PAY BY	TERMS	AMOUNT DUE			
6/11/18	Net 30 Days	985.75			

INVOICE DETAIL

Staples Business Advantage

Bill to Account: 46392

VESTA PROPERTY SERVICES CHEYENNE SKAGGS 245 RIVERSIDE AVE STE 250

JACKSONVILLE, FL 32202

Federal ID #:04-3390816

Ship to Account: RIVERTOWN

VESTA PROPERTY SERVICES ATTN: JASON DAVIDSON 140 LANDING ST SAINT JOHNS, FL 32259

Invoice Number: 3378010352 Order : 7197493645-000-002 Ordered By : JASON DAVIDSON Order Date : 5/11/18 P O Number P O Desc Rejease Release Desc: Extended Unit order B/0 Unit Ship Order Price Meas Qty Price Qty Qty Description Line Item Number 6.99 6.99 0 PK 20 SNAP-HOOK KEY TAGS FACILITIES: BILLABLE 1 4 249755 6.99 7.44 Sub-Total: .45 Tax: (6.5000 %) .00 Freight: Total:

1

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
5/12/18	ATL 1821005	8049888016
PLEASE PAY BY	TERMS	AMOUNT DUE
6/11/18	Net 30 Days	985.75

INVOICE DETAIL

Staples Business Advantage

Bill to Account: 46392

Federal ID #:04-3390816

Ship to Account: RIVERTOWN

VESTA PROPERTY SERVICES
CHEYENNE SKAGGS
245 RIVERSIDE AVE
STE 250
JACKSONVILLE, PL 32202

VESTA PROPERTY SERVICES ATTN: JASON DAVIDSON 140 LANDING ST SAINT JOHNS, FL. 32259

Invoice Number: 3378010347 Order : 7197171177-000-001 Ordered By : JASON DAVIDSON Order Date : 5/07/18 P O Number P O Desc Release Release Desc: Unit Extended в/0 Unit Ship Order Order Price Meas Qty Price Qty Qty Description Line Item Number 59.98 0 CT 29.99 MULTIFOLD TOWELS WTE 250SHT/PK 2 1 887845 FACILITIES: BILLABLE
MULTIFOLD TOWELS WTE 2505HT/PK
FACILITIES: BILLABLE 29.99 59.98 2 ? 0 CT 2 887845 119,96 127,76 sub-Tota]: 7.80 Tax: (6,5000 %) Freight: Total:

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
5/12/18	ATL 1821005	8049888016
PLEASE PAY BY	TERMS	AMOUNT DUE
6/11/18	Net 30 Days	985.75

INVOICE DETAIL

Staples Business Advantage

Bill to Account: 46392

Ship to Account: RIVERTOWN

VESTA PROPERTY SERVICES CHEYENNE SKAGGS 245 RIVERSIDE AVE STE 250 JACKSONVILLE, FL 32202 VESTA PROPERTY SERVICES ATTH: JASON DAVIDSON 140 LANDING ST SAINT JOHNS, FL 32250

P O Number : P O Desc :

Invoice Number: 3378010349 Order : 7197217813-000-001 Ordered By : JASON DAVIDSON

Federal ID #:04-3390816

rejease Rejease	:			Ordered Ry Order Date		/07/18	1030 .		
Release Order			Description	order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
	Item Number		EPSON 252 BLACK/COLOR INK 4PI			O PK	1.	55.99	55. 9 9
	1241917		FACILITIES: BILLABLE EPSON 252 BLACK/COLOR INK 4P			0 РК	1	\$5,99	55.99
-	1241917		FACILITIES: BILLABLE EPSON 252 BLACK/COLOR INK 4P			0 PK	1	55.99	55.99
-	1241917		FACILITIES: BILLABLE EPSON 252 BLACK/COLOR INK 4P			0 PK	1	55.99	55.99
Freigh	t:	,00	Tax:(6.5000 %) 14.56	<u> </u>		Sub-T	otal:		223.96 238.52
						-			······································

INVOICE DATE	CUSTOMER	SUMMARY INVOICE
5/12/18	ATL 1821005	8049888016
PLEASE PAY BY	TERMS	AMOUNT DUE
6/11/18	Net 30 Days	985.75

INVOICE DETAIL

Staples Business Advantage

Bill to Account: 46392

Federal ID #:04-3390816

Ship to Account: RIVERTOWN

VESTA PROPERTY SERVICES CHEYENNE SKAGGS 245 RIVERSIDE AVE STE 250 JACKSONVILLE, FL 32202 VESTA PROPERTY SERVICES ATTM: JASON DAVIDSON 140 LANDING ST SAINT JOHNS, FL 32259

P O Number P O Desc Release

Invoice Number: 3378010351 Order : 7197493645-009-001 Ordered By : JASON DAVIDSON Order Date : 5/11/18

Release	Desc:		<u> </u>	fuer Date		/ 11/ 10			
order	Item Number		Description	order Qty	B/O Qty	Unit Meas	Ship Qty	Unit Price	Extended Price
Line	TEGIL MUIRDEL		· · · · · · · · · · · · · · · · · · ·	A		0 BX	4	47.89	191.56
1	710086		55GL 3ML 36X56 TRASH CAN LINER	4	,	0 64	7	.,	
			FACILITIES: BILLABLE	4		0 BV	4	47.89	191.56
2	710086		55GL 3ML 36X5G TRASH CAN LINER	4	ı	() BX	7	77,02	132,30
_			FACILITIES: BILLABLE			0 014	4	47.89	191.56
3	710086		55GL 3ML 36X56 TRASH CAN LINER	r,	ļ	0 вх	4	47.05	1,1.50
-			FACILITIES: BILLABLE			4000			
		ሰለ	Tax:(6 5000 %) 37.35			Sub-T	otal:		574.68

Freight: Total:

1

Walgreens

#09014 2839 COUNTY ROAD 2:0 # JACKSONVILLE, FL 32259 904-237-5476

290

1808 0021 05/27/23:8 9:14 AM

INTERNET PHOTO 423152 RETURN VALUE 2,33

2.39

SUBTOTAL SALES TAX A=6.5%

2.39 0.16

TOTAL ANEX ACCT 1406 CHANGE

AIC A000000025010801 AMERICAN EXPRESS Integrated chip card

THANK YOU FOR SHOPPING AT WALGREENS

DIC YEU KNOW THAT YOU CAN EARN POINTS ON THEUSANDS OF ITEMS IN-STORE AND ONLINE? SEE OUR WEEKLY AD FOR MORE INFORMATION. ITEMS CHARGE WEEKLY RESTRICTIONS APPLY. FOR TERNS AND COADITIONS, VISIT MALGREEKS.COM/BALANCE.

RFN# 0901-4211-8080-1805-2703



How are we doing? Enter our monthly sweepstages for \$3,000 cash

\$UR/EY: 0901~4211-8⊕8

PASSWORD 0180-5270-326

For contest rules, see store or 娇椒.WALGREENSLISTENS.COM

THANK YOU FOR SHOPPING AT LEONIN ACE HARDWARE 254 COUNTY ROAD 210 MEST SHITE 101 SAIRT JOIRE, FT 32259. {904} 217-3324

05/25/18 B:54AM JBB

553 5ALE

71611

1 FA

3.99 EA

CHAIRLIN TUNYEON #24% 18%;

3.91 .26

4: IATOL-ALL

3.99 TAX: \$ TOTAL: \$

4.25

BC AMT:

4.25

BE CARDO: XXXXXXXXXXXI406

MIO: 19120/08/6883

AOTH: 650910

: IMA

4.25

Host reference #:397210 Bat#

Chip kead

CARD TYPE (ATLEXPRESS)

TXPR: XXXX

ATD: A000000025010801

TVR : OOOOOOOOO

1A0 : 064C0163G02002

181 : Filon

ARC : UU

MOOL: Issuer

: 1473

Name: AMERICAN EXPRESS TxmID/ValCode: 22a905

Bank cars

11(31)#

fotal frems;



ニウン JRNL (1097210/1 CUST_NO: *20170 <<=..

THANK YOU MARKY KAT POLLICINO FOR YOUR PAIRONAGE ALE REVIARDS 10: # 1919365232

Lagree to pay above total amount according to calid issuer agreement (merchant agreement if credit ve her)

ACCT:

PETER POLLECTION

Customer Copy

Walgreens

#09014 2839 COUNTY ROAD 210 W CACKSONVILLE, FL 32259 904-287-5476

6368 0071 05/25/2018 9:02 AM

THTERNET PHOTO 423137 RETURN VALUE 4.79 4.79

SALES TAX A=6.5%

4.79

TOTAL AMEX ACCT 1406 CHANGE

AJD 400000C025U10801 AMERICAN EXPRESS Integrated chip card

THANK YOU FOR SHOPPING AT WALGREENS

GET MORE MITH DALANCE REWARDS, REDEEM POINTS FOR SOMETHING EXTRA IN A FUTURE PURCHASE. RESTRICTIONS SPPLY. FOR TERMS AND CONDITIONS. VISIT WALGREENS.COM/BALANCE.

RFN# 0901-4716-3681-1805-2503

Ø ່ວດ ສາວຕັ rewards

POINT BALANCE

2680

POINTS TO \$5 RENARD

2320

BALANCE REMARDS ACCT # *******2513

OPENING BALANCE LYERYDAY PDINTS - RETAIL 2640

CLOSING BALANCE

2680

How are we doing? Enter cur monthly sweepstakes for \$3,000 cash

or call toll free 1-800-219-7451 withir 72 hours to take a short survey about this Walgreens visit

SURVEY# 0901-4716-368

PASSWORD 1180~5250~326

For contest rules, see store or MM.M.WALGREENSLISTENS.COM

See back of receipt for your chance to win \$1000 TO # JMSDEX210HCK

Walmart > 5

Save money. Live better.

N. LGH80/B100B MARKET
904 417-9005 Mgr.EMILY PARKER
445 STATE ROAD T3
IRUTI COWF FL 32259
STA C5819 OPA 000047 (CW 47 TRA 06689
PCMACNIFYING 608855611505
CLIPMINP7R2C 007164156047 4.97 X
RUFR 602023503516 0.47 X
SUBTOTA 6.38
TAX 1 6.500 X 0.42
SUBTOTA 6.38
TAX 1 6.500 X 0.42
SUBTOTA 6.30
AMERICAN (APRESS 1 422 T 0 APPRRB76874
REF # 000100091319
FRANS ID 001100281731486
ATD A000000025010801
C 9ACC676F18078661
FERHINA # SC011044
*NO STGNATURE R-011870
U5/24/18 11:20:05
CHANCE DX. 6.00
FIFEM SOAD 2
108 0715 3276 3670 2132 4862



05/24/18 11:20:05
CHSTONER COPY
Use Wolmart Pay to save your receipts.



WELCOME TO MEEDDANN'S EXPLICAS WEEDMANS 9900 SHANDS PIER JACKSONVILLE FL 32259

DATE 05/16/18 14:56 THAN# 9032057 PUMP# 03 SERVICE LEVEL: SELF PRODUCT: UNLD 4.397 6 2.799 3 12.31 GALLONS: PRICE/G: \$
FUEL SALE \$
CREDIT

Resp Code: 0 Stan: 6328406436 Invoice #: 105819 SITE 10: TP120828530

THANK YOU HAVE A NICE DAY tre back of rescipt for your chance to use \$1000 to m:7000xceudiy

\$15.36





THANK YOU FOR SHOPPING AT HAGAN ACE MANDARIN #9782 (904) 268-9597

SERVING BORTH FLORIDA SINCE 1902 THANK YOU FOR YOUR PATRONAGE 25/18 9:56AM JAS3 6D1 SALE

05/25/18 9:56AM JAS3

1370949 2 FA \$7.99 FA EXT HOOD STALM RSTC BRWH 120Z \$15.98

SUB-TOTAL : \$ 15.98 TAX: \$
IOTAL: \$ 1.12 17.10 BC ANT: 17.10

BK CARO#: XXXXXXXXXXX1422

HID: 372056397881 AUTH: 873050

AHT: \$ (17.10 Buty Rost reference #:804200 But#

Authorizing Network: AMEX

Chip Read
CARD TYPE: AM EXPRESS EXPR: XXXX

AID : AU00000025010001 TVR : 00000008000 IAD : 064C0103602002

AD : GB4CO103B02002
TSI : FB00
ARC : G0
MODE : Issuer
EVH : No CVH
Name : AMERICAN EXPRESS
ATC :0011

AC : U673052880C85F88 TxnE0/Va1Code: 767351

==>> JRNL#184200/3 CUST NO:*3

<<:::

THANK YOU ROBERT H BELADT FOR YOUR PATRONAGE

Acct:

CASH CUSTOHER

Customer Copy

Walgreens

#G9014 2839 COUNTY ROAD 210 W JACKSONVILLE, FL 32259 904-287-5476

278

- 0071 - 05/18/2018 5:07 PM 5491 A

INTERNET PHOTO 422395 RETURN VALUE 15.76 16.76

SUBTOTAL SALES TAX A=6.5%

16.76 1.09

TOTAL AMEX ACCT 1406 CHANGE

A1D A000000025010801 AMERICAN EXPRESS Integrated chip card

THANK YOU FOR SHOPPING AT WALSPEEMS

GET MORE WITH BALANCE REMARDS, REDEEM POINTS FOR SOMETHING EXTRA IN A FUTURE PURCHASE, RESTRICTIONS APPLY, FOR TERMS AND CONDITIONS, VISIT WALGREENS.COM/BALANCE.

RENE 0901-4715 4915-1805-1803

\mathbb{Z} pawace, rewards

POINT BALANCE

2640

PULNTS TO \$5 REWARD

CLOSING BALANCE

2360

BALANCE REPARDS ACCT # **********2513

DPENING BALANCE EVERYDAY POINTS - RETAIL

2480 160 2640

How are we doing? Enter our monthly sweepstakes for \$3,000 cash

or call toll free _1-800-219-7451 within 72 hours to take a short survey about this Walgreens visit

SURVEY# 0901-4715-491

PASSWORO 5180-5180-326

For contest rules, see store or WWW.WALGREENSLISTENS.COM

The Perfect People For A Perfect Pool



Like Us on Facebook For Our Special Offers!

> Pinch A Penny 148 625 State Road 13 5t Johns, Fr 12759 Phone: 904 230 9299

Sales Receipt "

Dransaction #:

612202

Account #:

321947B360

flate: 5/14/2018 Cashier: Brendan Riggios Register H: 7

1180: 12:5章:46 PM

BILL TO:

Vesta Property Services

Item

Description

00000018

LIQUID CHLORINE

\$19.46

Discount 4 AUG @ \$4.50

'ab intal

\$18.00

Sales fax lotal

\$1.1/ \$19.17

AMEX Tender ed

Faild: XXXXXXXXXXXXX1422

(\$19.17

Auth: 527204

thange live

\$0.03

You saved \$1.951

6 10 GO - FREE 2.5 GAL COUPON!

×3219478350×

Thank you for shopping Pinch A Penny 148 We hope you'll come back soun!

Plantation Plaza 2750 Racetrack Rd Saint Johns, FL 32759

Store Manager; Rubert Archers

State Marketon 2019	
904-230 353	6,99 T
PUBLIX HAND SCAP	2,49 1
COLUMN CRESP SUCH	2,49 }
es the CREE Liter	7 49 1
as the CRANA CRAM	Z.49 Y
YE THE ORIGINAL PROPERTY.	2.49.1
er in the Children of the Children	2,40
SS LIPS CREEK CLEAN	

(Inder Total		15.95 1.30
Sales Tax Grand Total		21 23
Gredit	Payment	شن
Change		

PRESTO!

Trace # 051309

Reference #: 0010756659 Purchase American Express

Amount: \$21.23 Auth #: 860015

CREDIT CARD 4000000025019601 Entry Method:	,		ing the color of the color dead theret
Mode:		_	*

Your cashier Has Angela

05/02/2018 36:36 31684 Kina (m4 6)276

Explore the many case I save at Eddis. View baryains it publis som/sa/ingstyle

Publix Super Markers, Inc.



00900	Invoice #: 689990315-01
**************************************	Date: 5/11/2018
**************************************	Page #: 1
SOLD TO:	SHIP TO:

VESTA PROPERTY SERVICES MARCYPOLLICINO 245 RIVERSIDE AVE STE 250 JACKSONVILLE, FL 32202

RIVERTOWN MARCY POLLICINO 1749 PENNAN PL SAINT JOHNS, FL 32259

	Dutte tampped	Terms		
	artons Weight Shipped Via			
Qty Ship Qty	Description		The second secon	17.99
			17.99	17.55
oz 1 :	PATRIOTIC PHOTO STICK PROPS		7,49	7.49
C 1	OTC.BRADFORD FLYER INSERT			
	OTC MAIN 2 D1 #4633A CATALOG ORIGIN: US TARIFF: 4911.99.8000 All Prices Are In US Dollars FOB Omaha, NE U.S.A.			
	5/11/2018 Number of C	S/11/2018 NO	Number of Cartons Weight Shipped Via LBS Description T	S/11/2018 NO Number of Cartons Weight Shipped Via Oty Ship Qty Description Unit Frice Ext. T

Call to speak to a customer service representative:

	•				(K. 100 K.)
Merchandise Shipping & Handling	Sales Tox	Total Amount	Certificate/Other	Payments	Balance Due
Merchandise Shipping & Handling	Daicy 112	I		25,48-	24.99-
25.48		25,48		1	
그 후 그러워요 되는 것이 가지 구조하면도 할 때 이 요	ì	1		J	

See Important Sales Tax Information Regarding the Tax You May Owe Directly to Your State on the Reverse Hereof VV PLEASE DETACH AND RETURN WITH REMITTANCE VV

	**	To Insure PROPER Payment to your ACCOUNT, Pl	ease Return the COUPON **
Name:		VESTA PROPERTY SERVICES	
Due Date:			
Account:		67909861	
Order#:		689990315-01	
Balance Due	X.	24.99-	Please mail your payment to:
Amount Paid:		\$	OTC Brands, Inc. PO Box 14502 Des Moines, IA 50306
lease do not wri	te b	elow this line. Do not fold, staple, or paper clip this coupon,	

oriental Trad*ing*.



00900

* COMMERCIAL INVOICE * *********
ONDOX I DOTT

VESTA PROPERTY SERVICES

MARCY POLLICINO

245 RIVERSIDE AVE STE 250

JACKSONVILLE, FL 32202

SNOLLETT

SOLD TO:

Date:

Invoice #:

689990315-02

5/11/2018

Page #:

SHIP TO:

RIVERTOWN MARCY POLLICINO 1749 PENNAN PL SAINT JOHNS, FL 32259

Purchase Order Number		Date Ordered 5/11/2018	Date Shipped	Back Orders NO	Terms		
Service Representative	Order Qty	Number of Ca	rtons Weight LB	Shipped Via S Order Merge Description		Unit Price	Ext. Amount
IN-13646856	1 PC	1 N	ID PZ STARS AND ST Consists of:	RIPES BANNER		24.9	9 24.95
IN-13646868	1 PC	-	ID PZ STARS AND ST RIGIN: US TARIFF: 3		î.R	•	
IN-42/1475	I UN	C	LASTIC BANNER FA RIGIN: US TARIFF: 3	926.90.9996			
IN-BANNER/MED	1 UN	C	IANNER MATERIAL DRIGIN: US TARIFF: 3 All Prices Are In US Do FOB Omaha, NE U.S	926.90.9996 Hars			
						•	

Call to speak to a customer service representative:

Merchandise Shipping & Handling	Sales Tax	Total Amount 24.99	Certificate/Other	Payments 24,99-	Balance Due 25.48-

See Important Sales Tax Information Regarding the Tax You May Owe Directly to Your State on the Reverse Hereof VV. PLEASE DETACH AND RETURN WITH REMITTANCE VV

**	To insure PROPER Payment to your ACCOUNT, Please Return the COUPON	**
**	To insure PROPER Payment to your Account, Please Return the Good on	

Name:

VESTA PROPERTY SERVICES

Due Date:

Account:

67909861

Order#:

689990315-02

Balance Due:

25.48-

Please mail your payment to:

Amount

Paid:

OTC Brands, Inc. PO Box 14502

Please do not write below this line. Do not fold, staple, or paper clip this coupon.

Des Moines, IA 50306

THANK YOU FOR SHOPPING AT HAGAN ACE MANDARTH #9782 (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATROHAGE

05/09/18 3:16PM HL13 601 SALE

35700 B EA \$3.99 EA PARTY BULB 25N TRANSPARENT BL \$23 \$23.94

23.94 TAX: \$
TOTAL: \$ SUB-TOTAL:\$ 1.68 25.62 BC AMT: 25.62

BK CARD#; XXXXXXXXXXXX 1422

MIO: 372056397881

Authorizing Network: AHTX

Chip Read

EXPR: XXXX

CARD TYPE: AM EXPRESS ATD : A000000025010801 TVR : 0000000G000

TAD: 064C0103602007

TST : F800 ARC : 00

MODE : Issuer CVH :

Hame : AMERICAN EXPRESS

ATC :0000

AC : 1C45F4FC8DD2467E TxnID/Va1Code: 733419

==>> JRML#I66365/3 CUST 10:+3

(12.2

THANK YOU ROM RE H BELADT FOR YOUR PATRONAGE

Name : I agree to pay above total amount according to card issuer agreement (merchant agreement if credit voucher)

CASH CUSTOHER Acct:

Customer Copy

THANK YOU FOR SHOPPING AT HAGAH ACE MANDARIN #9787 (904) 258-9597

SERVING HORTH FLORIDA STHEE 1962 THANK YOU FOR YOUR PATROHAGE. 05/21/18 12:33PM JL3 605 1 EA 218.93 EA \$10.99 20# FILL LP GAS ********* ATTENTION ********* FOR YOUR SAFETY * ALL LP CYLINDERS HUST BE TRANSPORTED IN AN UPRIGHT SECURED POSITION ******* 1 EA \$8.00 EA 10% FILL LP CAS \$8.33 27.98 TAX: \$ 2,60 SUB-TOTAL:\$ TOTAL: \$ 30.78 HC ANT: 30.78 DK CARTH: XXXXXXXXXXXXXXXXX

HIO: 372056397801 AUTH: 899730

Host reference #:860514

AMI: \$ 30.78Dal#

Authorizing Heleors: AMEX

Chip Read

CARC: XXXX CARD TYPE: AN EXPRESS

A10 + AG00000005010801 TVP : 91/92/09/8000 1/0 : 05400103602002 151 : F800

ARC : 00 HODE : Issuer

CVH:

ATC :000E AC : 780A3E17U1703001 Txn1D/ValCode: 760187

==>> JRML#180514/3 CUST NO:#3

{{::

THANK YOU ROVERT H BILLADI. FOR YOUR PATROHAGE



I agree to pay above total omount according to card issuer Agrossest (Colonel Colonel Co See back of receipt for your chance to win \$1000 ID #:/M3C4VIK3IIN

Save money. Live better.

904-288-8211 Mgr.: LONY SKIPPLR 10251-SHOPS LN JACKSONVILLE 11-32258 51#-04444 OP#-009050 11#-50 TR#-02984 GRUDDLY 08294861/668 19.84 19.84 X HASH BROWNS 2.96 0 2.96 0 2.96 0 2.96 0 2.96 0 001312000392 | 001312000392 | 001312000392 | 001312000092 1 001312000392 F 001312000392 F 001312000392 F 001312000392 F 2.96 0 2.96 0 2.96 0 2.96 0 2.96 0 HASH BROWNS HASH BROWNS HASH BROWNS 001312000392 | SUBTOTAL 46.48 TAX 1 7.000 % 1.39 AMUX TEND 11.117 <47.87 AMERICAN EXPRESS 1 299 1 0 APPH/849095 REL # 000100575897 TRANS 10 0009817 000981747068485 ATD A000000025010801 TC CBB2F2F8B55F49C TERMINAL # SCOTT681 *NO STGNATURE REQUIRED 05/10/18 0.00

9 15:12:23 CHANGE DUE # FIEMS SOLD 10 TC# 8386 5071 5968 0280 3828



05/10/18 ***CUSTOMER COPY*** Use Walmart Pay to save your recoipts.



Batteries + Bulbs

क्षित्रपुरः । अस्ति । विश्ववसम्बद्धाः त्राह्मपुरः (१०) प्रदुः संस्मानको स्त्र अस्ति १२ स्थापः । स्वर्ते । स्वर्ते । स्वरूपे १ स्वर्ते । स्वरूपे ।

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THANK YOU FOR YOUR PURCHASE! !RUST THE PLUS - GET WHAT YOU NEED REPAIRS, BULDS AND BATTERIES

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58.59

THANK YOU FOR SHOPPING AT HAGAN ACE MANDARIN N9782 (904) 268-9597

SERVING NORTH FLERIDA SINCT 1903 IHANK YOU FOR YOUR PATRONAGE 5708718 I1:25AM ENB3 804 SALE

SUB-TOTAL:\$ 58.72 TAX: \$ 4.12 TOTAL: \$ 62.84 CC AMY: \$ 62.64

BK CARTUE: XXXXXXXXXXXXXXXXX

MID: 372056397681 AUTH: 817152 AMT: W 62.84 Hool reference #:064797 Bat#

Anthorizing Network: 0163

Chip Read

CARD TYPE: AH EXERTES FYER: XX/X

ATO:: A000000025010201 TVR:: 0000008000 TAD:: 06400102602002 TQT:: F300

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==>> JKNL#164757/3 CUST NO:+3

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THANK YOU ROBERT H DELADI FOR YOUR PATRONAGE

XX

Name: X
I aurea to pay above total amount
according to card issuer agreement
(morchant agreement if credit voucher)
Acct: CASH CUSTOMER

Costoner Copy

amazon.com

Details for Order #113-4571006-5409851

Print this page for your records.

Order Placed: May 2, 2018

Amazon.com order number: 113-4671006-5409851

Order Total: \$69.95

Not Yet Shipped

Items Ordered

Price \$13.99

5 of: Dogipot Litter Bags - 200 bags

Sold by: OnlineSports (seller profile)

Condition: New

Shipping Address:

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

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Item(s) Subtotal: \$69.95

American Express | Last digits: 1406

Shipping & Handling: \$0.00

Total before tax: \$69.95

Billing address Marcy Pollicino

Estimated tax to be collected: \$0.00

245 Riverside Ave

Stimated tax to be conected.

Suite 250

Grand Total: \$69.95

Jacksonville, Florida 32202 United States

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

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ATTENDED TO THE STATE OF THE ST

Billing Activity - Invoices

Vesta

Alm; Jason Davidson 245 Riverside Ave Suite 250 Jacksonville FL 32202 US P: 9049400008 Today's Date: 05/29 2018 User Name: rivertown community

Invoices from 04/29/2018 to 05/29/2018

Date

Description

Charge Amount Credit Amount

05/02/2018 Invoice #192002643

\$70.00

Billing questions?

Constant Contact - 1601 Trapelo Road - Waltham, MA 02451 US

See back of receipt for your chance to oin \$1000 IV 9:7830501K3W/Q

Walmart > 5

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WELCOME TO WEEDMANN'S EXPRESS WEEDMANS 9900 SHAMOS FIFR JACKSUNVILLE FL 32259

UA(E 05/14/10 11:03 TEAN# 9031953 PUMP# 03 SERVICE LEVEL: SELF PRODUCT: UNLD GALLONG: 38.115 PRICE/G: 4 2.799 FUEL SALE \$ 24.29 CREDIT \$884.29

AMEX >>XXXXXXXXXXXXX1422 Auth #: 582538 Resp Code: 0 !tan: 0328403418 Involce #: 105037 SITE It: TP120828530 01

> THANK YOU HAVE A BICE DAY

WELCOME TO WEEDMANN'S EXPRESS WEEDMANS 9900 SHANDS PIER JACKSONVILLE FL 92259

DATE 05/24/18 13:20
TRAN# 9010981
FUMP# 01
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLON: 29.253
PRICE/G: \$ 2.809
FUEL SALE \$ 84.80
CREDIT \$84.80

AMEX XXXXXXXXXXXX4422 Auth #: 599275 Resp Code: 0 Stan: 0356416948 Invoice #: 108799 SITE ID: TP120829530 01

THANK YOU HAVE A NICE DAY

WELCOME TO
WEEDMANS EXPRESS
TP12092653001
WEEDMANS
9900 SHANOS PIER
JACKSONVILLE FL 32259

Description Qty Amount UNI.D CR #03 33 SELF @ 2.699/ G 88.95 32,9566

Subtotal Tax _8B..95_ Tax 0.00 88 - 95 CREOIT \$ 88.95

AMEX XXXXXXXXXXXXX1422 Auth #: 530747 Resp Code: 0 Stan: 0315387925 Invoice #: 100540 SITE |D: TP12082853001

ST# 2 CSH: D TILI XXXX OR# 0 TRAN# 9031429 05/03/18 08:57:44

amazon.com

Print this page for your records.

Order Placed: May 1, 2018

Amazon.com order number: 113-9314374-0669867

Order Total: \$89.67

Not Yet Shipped

Items Ordered 1 of: Alpine Industries 25 Pcs Acrylic Tent Style Table Num Through 100) Sold by: TigerSupplies (25.99
Condition: New 2 of: MyLifeUNIT Receipt Holder Spike, Check Spindle Sold by: MYLIFEUNIT (5	\$7,99
Condition: New 1 of: San Jamar CK6548A 48-Inch Slide Check Rack Sold by: A-to-Z Supply (<u>seried profile</u>)	\$	45.00
Condition: New		
Shipping Address: Jason Davidson 140 LANDING ST SAINT JOHNS, FL 32259-8763 United States Shipping Speed: Two-Day Shipping		
Payment informa	tion	
Payment Method: American Express Last digits: 1299	Item(s) Subtotal: \$ Shipping & Handling:	\$6.97 \$0.00
Billing address Jason Davidson	Total before tax: \$ Estimated tax to be collected:	\$86.97 \$2. 7 0
140 LANDING ST SAINT JOHNS, FL 32259-8763 United States	Grand Total/\$	89.67
To view the status of your order, return	n to <u>Online Summanu</u>	
<u> 2 348974 - € 3-1 200-4 (6) 1996-2018, Am</u>	nazon.com, Inc. or its affiliates	

Price

THANK YOU FOR SHOPPING AT HAGAN ACE HANDARTH #9782 (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 HANK YOU FOR YOUR PATRONAGE 05/01/18 3:18PM JRG3 Oct 2 ct

7607036 1 EA \$28.99 EA \$26.19 \$6.19 FA SMARTI'LO HAX HOSE 5/0X25 76943 1 FA \$5.59 ACE BRASS INTST MOTILE \$5.90 ŁA 1255090 2 EA ‡ነ [^በዩነ BRUSH FLAT WALL 2.5"FRD \$32,99 GL I Gi. 18031 \$2.59 \$7.59 \$4 PATHI GL SAFETY YETU R-0 7205313 1 EA SUNCAST" HETAL HOSE HANGER \$7.5E 6.03 SUB-TOTAL: \$

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BK CARD#: XXXXXXXXXXXXXXXX1422

MID: 372056397801

AUTH: 809420

áHT: \$ Host reference #1855929 Dat# (32.3

Authorizing Network: 3983

Chip Read

CARD TYPE: AH EXPRESS

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ATD : A000000075010801 TVR : 0000008000 IAD : 084C01B3607002

TSI : TEOO $ARC \pm 00$

MODE : Issuer

CVN : Name : AMERICAN EXPRESS

ATC :0008 AC : 126813180825-55 Txn19/ValCode: 712874

==>> JRNL#155979/3 Exite Fig.

4<≈=

THAIK YOU PROPERT H SELECT

I agree to pay above rolal according to card issuer according (merchant agreement if predi yourher) Acci: CASH CUSTOMER

Customer Copy

THANK YOU FOR SHOPPING AT HAGAN ACE MANDARIN #9782 (904) 268-9597

SERVING NORTH FLORIDA SINCE 1962 THANK YOU FOR YOUR PATRONAGE 05/25/18 9:48AM ENB3 603 SALE

SUB-TOTAL:\$ 120.96 TAX: \$ 8.47 TOTAL: \$ 129.43 BC AMT: \$ 129.43

BK CARD#: XXXXXXXXXXXX1422

MIO: 372056397881

AUTH: 86663B AMT: \$
Host reference #:884185 Bat#/

\$ 129.43

Authorizing Network: AMEX

Chip Read

CARD TYPE:AM EXPRESS EXPR: XXXX

AID : A000000025010801 TVR : 0000008000 IAD : 064C0103602002

TSI : F800 ARC : 00 MODE : Issuer

CVM :

Name : AMERICAN EXPRESS

ATC:0010

AC : ADCF09AF7B64FEE5 TxnID/ValCode: 767323

==>> JRNL#I84185/3 CUST NO:*3 **<<==**

THANK YOU ROBERT H BELADI FOR YOUR PATRONAGE

PM

amazon.com

Details for Order #111-3207123-2472205

Print this page for your records.

Order Placed: May 11, 2018

Amazon.com order number: 111-3207123-2472205

Order Total: \$154.02

Not Yet Shipped

Items Ordered Price

1 of: DOGIPOT 1402-20 20 Roll Case, Litter Pick up Bag Rolls, 200 Bags per Roll (4000 \$144.62

Bags)

Sold by: Amazon.com Services, Inc.

Condition: New

Shipping Address:

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

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

American Express | Last digits: 1406

Item(s) Subtotal: \$144.62

Shipping & Handling:

\$0.00

Billing address

Marcy Pollicino 245 Riverside Ave Suite 250

Jacksonville, Florida 32202

United States

Total before tax: \$144.62

Estimated tax to be collected:

\$9.40

Grand Total: \$154.02

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

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163.65

amazon.com

Details for Order #111-7656546-7549834 Print this page for your records.

Order Placed: May 11, 2018

Amazon.com order number: 111-7666546-7549834

Order Total: \$199.96

Not Yet Shipped

Items Ordered

Price \$49.99

4 of: Dogipot Trash Liner Bags (50 Bags/Pack-Pack of 2)

Sold by: Pure Essence Health (seller profile)

Condition: New

Shipping Address:

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

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method: American Express | Last digits: 1406 Item(s) Subtotal: \$199.96

\$0.00 Shipping & Handling:

Billing address

Total before tax: \$199.96

Marcy Pollicino

245 Riverside Ave

Estimated tax to be collected:

Suite 250

Jacksonville, Florida 32202

United States

Grand Total: \$199.96

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

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Condition: New

Shipping Address:

Marcy Policino 1749 Pennan Place Saint Johns, FL 32259

United States

Item(s) Subtotal: \$79.77

Shipping & Handling: \$0.00

Total before tax: \$79.77

Sales Tax: \$5.19

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$84.96

Payment information

Payment Method:

American Express | Last digits: 1406

Item(s) Subtotal: \$239.31 Shipping & Handling:

\$0.00

Billing address

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

Total before tax: \$239.31

Estimated tax to be collected: \$15.57

Grand Total: \$254.88

Credit Card transactions

AmericanExpress ending in 1406: May 3, 2018: \$254.88

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

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Order Confirmation



Open until 10PAN

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Thank you for your order.
Lowes care will send order updates to tholodiffensibyroperlyservices, conYou can also use the order or confirmation number to check your order status at any time.

ł				Sign Up for MyLowe's
Order #: 349738080 Billed to: Robert Beteib	Purchase Date and Timo: 05/17/2018 12:03 PM	item St Potent Si Sales	obles.1	Supping up for MyLown's in easy and free With it, you can Request a MyLowe's card to
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Jackson & FL 32259				
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Estimated Arrival		Unit Price	Quantity Rem for	
Date:	• 160 ·	\$14.98	2 \$79.5	ae
05/23/2018	Á			
	AL.			

Jason Davidson

From:

Auto-Receipt <noreply@mail.authorize.net>

Sent:

Monday, May 21, 2018 11:53 AM

To:

Jason Davidson

Subject:

Transaction Receipt from The Lifeguard Store, Inc. for \$474.22 (USD)

Description:

Goods or Services

Invoice Number

000616474

Billing Information

Jason Davidson **Vesta Property Services** 140 Landing Street

Saint Johns, Florida 32259 jdavidson@vestapropertyservices.com

904-440-5668

Shipping Information

Jason Davidson Vesta Property Services 140 Landing Street

Saint Johns, Florida 32259

Shipping:

\$67.50 (USD)

Tax:

\$23.02 (USQ)

Total: (\$474.22 (USD)

Date/Time:

21 May 2018 9:52:41 MDT

Transaction ID:

61104536245

Payment Method:

American Express xxxx1299

Transaction Type:

Purchase

Auth Code:

288693

The Lifeguard Store, Inc. Normal, IL 61761 ar@thelifeguardstore.com



Invoice

Invoice # Date 341568 3/1/2018

Terms Due Date Memo Net 30 3/31/2018 March RiverHouse

Bill To

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

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Management	1	7,833.33
⇒ Guest Services	1	4,657.50
Maintenance	1	7,060.00
	and a second contract of the c	

Thank you for your business.

Total

\$19,550.83



Invoice

Invoice # Date 341569 3/1/2018

Terms Due Date Memo Net 30 3/31/2018 March RiverClub

Bill To

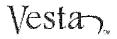
Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092

	William Company	
Management	1	7,833.33
Guest Services	1	7.517.17
Maintenance	1	5,541.29
Riverclub Cafe	1	0.00
	v norma	
The state of the s		

Thank you for your business.

Total

\$20,891.79



Invoice

Invoice # Date 341557 4/1/2018

Terms Due Date Memo Net 30 5/1/2018 April RiverClub

Bill To

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

(Left), regression	ereni) es es	Principal and American
Management	1	7,833.33
Guest Services	1	7,517.17
Maintenance	1	5,541,29
Riverclub Cafe	1	5,475.00
		·
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Thank you for your business.

Total

\$26,366.79



Invoice

Invoice # Date 341567 4/1/2018

Terms Due Date Memo Net 30 5/1/2018 April RiverHouse

Bill To

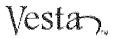
Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092

	Orinity three America
Management	1 7,833.33
Guest Services	1 4,657.50
Maintenance	1 7,060.00

Thank you for your business.

Total

\$19,550.83



Bill To

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

Date Term

342438 5/1/2018

Terms Due Date Memo

Invoice #

Invoice

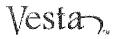
Net 30 5/31/2018 May RiverHouse

Management	1 7,833.33
Guest Services	1 4,657.50
Maintenance	7,060.00
TO PARK	

Thank you for your business.

Total

\$19,550.83



Invoice

Invoice # Date 342439 5/1/2018

Terms Due Date Memo Net 30 5/31/2018 May RiverClub

Bill To

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



Management	1	7,833.33
Guest Services	1 **	7,517.17
Maintenance	1	5,541.29
Riverclub Cafe	1	5,475.00
	i de la companya de l	

Thank you for your business.

Total

\$26,366.79



Invoice

Invoice # 343264 Date 6/1/2018

Terms Net 30
Due Date 7/1/2018
Memo June RiverHouse

Bill To

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

Description	Quantity	Rate	Amount
Management Guest Services Maintenance	1 1 1		7,833.33 4,657.50 7,060.00

Thank you for your business. Total \$19,550.83



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

Invoice

Invoice # 343265 Date 6/1/2018

Terms Net 30
Due Date 7/1/2018
Memo June RiverClub

Bill To

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

Description	Quantity	Rate	Amount
Management Guest Services Maintenance Riverclub Cafe	1 1 1 1		7,833.33 7,517.17 5,541.29 5,475.00

Thank you for your business. **Total** \$26,366.79

ROBERT AARON KOERNER

July 4th, 2018

INVOICE

Bill To:		Send To	
Customer : Vesta	a Property Services	Recipient	Robert Aaron Koerner
Rive	er Town	Address	1374 Wentworth Avenue St.Johns, FL 32259
		Phone	904-209-7241
	Lub. 445- 2040		
Payment Due	July 4th, 2018	Payment Met	thod:CheckCCPayPal
Payment Terms	Payment due upon performance		PayPal email:
			laura.e.koerner@gmail.com

Qty.	Description	Unit Price	Line Total
1	Musical performance (Duo) 11a-2p on July 4th Poolside	\$550	\$550
		Paid:	0
		Discount:	0,00
		Balance Due:	\$ 550
		10 10 10 10 10 10 10 10 10 10 10 10 10 1	

1.32 .572 .494

Thank you for your business!

Robert Aaron Koerner <u>aaronkoernermusic@gmail.com</u> 904-209-7241



325 S. 48th Street, Suite 111 Tempe, AZ 85281 Phone # 480.777.3687

Bill To Mattamy Homes 39 Riverwalk Boulevard

St. Johns, FL 32259

Invoice

Date	Invoice #
6/25/2018	3396R-4

Terms	Due on receipt

RR

1.32.572.60 214

P.O. No.	Rep	Project
	WLW	3396 Rivertown Clubhouse
otion		Amount

Item	Description	1	Amount
Reimbursable Expenses	Rivertown Clubhouse Pool Table Repair Sales Tax		337.05 0.00
		Total	\$337.05



Invoice Number 6-217-15130

Invoice Date Jun 19, 2018

Page 1 of 3

Billing Address:

GMS/ RIVERS EDGE 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649 **Shipping Address:**

GMS/ RIVERS EDGE 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649 Invoice Questions? **Contact FedEx Revenue Services**

(800) 622-1147 Phone:

M-F7 AM to 8 PM CST Sa 7 AM to 6 PM CST

(800) 548-3020

Fax: Internet: www.fedex.com

Invoice Summary Jun 19, 2018

FedEx Express Services

Transportation Charges Special Handling Charges

TOTAL THIS INVOICE

Total Charges

USD

USD

17.52

5.83 \$23.35

\$23.35

Other discounts may apply.

1.31.513.42



Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

 Invoice	Number
 6-217	15130

Account Number

Amount Due USD \$23.35

Remittance Advice

Your payment is due by Jul 04, 2018

872015606217151304800000233586

0066454 01 AB 0.405 **AUTO T6 0 1170 32092-364939 -C01-P66520-I1 ┋╢┩╏┇┧╻╁┍┇╎┖┦┎╍╀┋╏┧┇╏╏╻╏╒╽┇╢╏╏┰┇╍╍┇╟╍┦┰┋╏┑╏╍╁╍╂┰╢╸

GMS/ RIVERS EDGE 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649



մերիլոցիարիրուններիկարկինիորերություննե

FedEx P.O. Box 660481 DALLAS TX 75266-0481



Invoice Number	١	Invoice Date	\	Account Number	\	Page
6-217-15130		Jun 19, 2018	T			2 of 3

Adjustment Request Fax to (800) 548-3020

Fax #

Use this form to fax requests for adjustments due to the reasons indicated below. Requests for adjustments due to other reasons, including service failures, should be submitted by going to www.fedex.com or calling 800.622.1147. Please use multiple forms for additional requests. Please complete all fields in black ink. Requestor Name Phone \square Yes, I want to update account contact with the above information. E-mail Address Bill to Account \$ Amount Tracking Number For all Service failures or other OVS - Oversize Surcharge ADR - Address Correction INW -Incorrect Weight **DVC - Declared Value INS - Incorrect Service** RSU - Residential Delivery surcharges please use our web PND - Pwrshp Not Delivered site www.fedex.com or call IAN - Invalid Acct# OCF - Grd Pick-up Fee OCS - Exp Pick-up Fee SDR - Saturday Delivery (800) 622-1147 Rerate information only (round to nearest inch) LBS Tracking Number Code \$ Amount Check all that apply Effective Date ☐ Billing Same As Shipping Address ☐ Shipping Address (Physical Address) Billing Address Only Company Сотрапу Address Address Address Address Dept. Dept. Floor Floor Apt/Suite # City City Zip Code State Zip Code State Phone **Phone** Fax#



Invoice Number 6-217-15130

Jun 19, 2018

Total FedEx Express

Account Number

USD

Page 3 of 3

\$23.35

FedEx Express Shipment Detail By Payor Type (Original)

Ship Date: Jun 07, 2018 Cust. Ref.: Rivers Edge Ref.#2:
Payor: Third Party Ref.#3:

Fuel Surcharge - FedEx has applied a fuel surcharge of 7.75% to this shipment.

• The delivery commitment for FedEx 2Day to residences (including home offices) is 7 P.M. the second business day for A1, A2, AA, A3, A4, A5, A6, AM, PM, and RM service areas.

Distance Based Pricing, Zone 2

· Package Delivered to Recipient Address - Release Authorized

<u>Recipient</u> Automation INET <u>Sender</u> Judy Long Tracking ID 772424024997 Shelby Stephens 142 Waterfront Drive GMS, LLC Service Type FedEx 2Day 475 W. Town Pl., Ste. 114 SAINT JOHNS FL 32259 US Package Type FødEx Pak SAINT AUGUSTINE FL 32092 US 02 Zone **Packages** Rated Weight 1.0 lbs, 0.5 kgs 17.52 Jun 11, 2018 09:47 Transportation Charge Delivered 1.68 Fuel Surcharge Svc Area 4.15 Residential Delivery Signed by see above USD 000000000/5980/02 **Total Charge** \$23.35 FedEx Use **Third Party Subtotal** USD \$23.35

GIDDENS SECURITY CORPORATION

Invoice

Lic# B0001267 528 S. Edgewood Ave. Suite 1 JACKSONVILLE, FL 32205

Date	Invoice #
6/19/2018	23456346

Bill To

Rivers Edge CDD

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

1.33.572.34610

7 (

P.O. No.	Terms	Project
	Due on receipt	

Quantity Description			Rate		Amount		
136 738	Security Serv Mileage	vice 6/4/2018-6/17/2018	Securities Control	25 2018		15.34 0.57	2,086.24 420.66
Ph	none#	Fax#	E-	mail	Total		\$2,506.90

 Phone #
 Fax #
 E-mail

 904-384-8071
 904-389-9931
 akoon@giddenssecurity.com

Pípe

Week Ending:

6/10/2018

99 Contracted Hours:

Post: River Town Post# 1946

Officer Name

Tiffin

Securo, R

Address:

Total Hrs Training Hours 6/10/2018 Sunday 6p-12m 6/9/2018 Saturday 6p-6a 6/8/2018 Friday 6p-6a 6/7/2018 Thursday 9p-5a 6/6/2018 Wednesday 9p-5a 6/5/2018 Tuesday 9p-5a 6/4/2018 Monday **9p-5a** 12т-6а

32

36

Week Ending:

6/17/2018

0

89

99 Contracted Hours:

Post: River Town Post # 1946

Address:

6/17/2018 Sunday Total Hrs Training Hours			
Total Hr	32	36	
		6p-12m	
6/16/2018 Saturday		6p-6a	
6/15/2018 Friday		6p-6a	
6/14/2018 Thursday	9p-5a		
6/12/2018 6/13/2018 Tuesday Wednesday	9p-5a		
	9p-5a		
6/11/2018 Monday	9p-5a		
		12m-6a	
Officer Name	Tiffin	Securo, R	

89

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

June 20, 2018

Rivers Edge Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 Bill Number 100900 Billed through 05/31/2018

ou nagasa	10,12 32		
C			1.31.513.315
General Co RECDD	00001	JLK JUN 25 2018	6
FOR PROF	ESSION	AL SERVICES RENDERED	
05/01/18	JBC	Review, comment on and revise kayak storage forms; prepare golf cart handbook and forms package.	1.90 hrs
05/01/18	MST	Review proposed budget for fiscal year 2018-2019; revise budget approval resolution to include assessment hearing notice; review notice of budget hearing to include notice of assessment hearing.	0.50 hrs
05/02/18	JLK	Review budget documents and update same; confer regarding agenda and edits thereto; finalize financial documents for agenda inclusion; confer regarding status of acquisition documentation for bond funding.	1.30 hrs
05/02/18	MST	Prepare published assessment notice, mailed assessment notice, affidavit of mailing, and assessment resolution regarding fiscal year 2018-2019 budget; prepare checklists for published and mailed assessment notices; review and revise golf cart drivers handbook, rules and regulations, and golf cart use agreement.	3.20 hrs
05/03/18	JLK	Review budget documents and transmit information on same; confer regarding golf cart comments; confer regarding garden info.	g 0.80 hrs
05/03/18	JBC	Prepare budget documents; review proposed budget; prepare golf cart handbook and forms; prepare correspondence regarding same.	0.90 hrs
05/04/18	JLK	Continue work on acquisition package; review revised budget; confer with engineer on same.	0.80 hrs
05/04/18	MST	Revise golf cart handbook, rules and regulations, and use agreement to incorporate comments of district manager; review engineer's report and information on improvements to be acquired from 2018 project; review and revise lease agreement regarding storage of watercraft on District property; prepare bill of sale regarding 2018 project improvements.	1.70 hrs
05/07/18	JLK	Call with DE and Roberts regarding acquisition documentation and finalized packets for same; update true up agreement, completion, collateral assignment, and related documentation; transmit same; update and transmit golf cart usage forms, community garden forms, and supplemental assessment and transmit packets for board and realization for board and real	3.40 hrs

resolution for board package; review correspondence on roundabout impacts

and documentation for claim on same.

D	
Page	4

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05/07/18	MST	Review revisions to golf cart use agreement and rules and regulations; supplement bill of sale regarding 2018 project improvements; prepare engineer's certification regarding same.	0.90 hrs
05/08/18	JLK	Continue review of landscape RFP; review plats; continue refining acquisition package and related documents; update and finalize kayak documents; revise agenda; revise community garden; revise budget related documents and resolutions and transmit same; update PLOM edits and review assessment levels.	2.40 hrs
05/08/18	JBC	Review and prepare non-motorized water vessel documents; revise garden packet; confer with Pollicino regarding same.	0.80 hrs
05/08/18	MST	Prepare acquisition documents regarding the series 2018 project including acquisition letter, affidavit regarding costs paid, acknowledgment of acquisition and right to rely on warranties, acknowledgement and release of contractors, bill of sale and description of property attached thereto, engineer's certification, and warranty deed; review budget approval resolution received from district manager; prepare e-mail to district manager's office regarding budget resolutions and hearing notices for use by district manager.	3.00 hrs
05/09/18	JLK	Draft acquisition documents and update same; update garden package; update club forms; update kayak forms; review and edit draft agenda; confer with staff on same; review election information and transmit information on same; review budget approval resolutions and notices related to same; confer regarding roundabout accident and documents related to same.	2.40 hrs
05/11/18	JLK	Conference call with board member regarding financial forms and filing information.	0.40 hrs
05/11/18	MST	Review agenda package for May board meeting and prepare agenda memorandum regarding same.	1.60 hrs
05/14/18	JLK	Review agenda package and budget and prepare for board meeting; continue review and work on acquisition package, deeds, real property descriptions and back up for same.	2.20 hrs
05/14/18	JBC	Prepare for board meeting; prepare correspondence regarding same; meeting follow-up.	0.60 hrs
05/14/18	MST	Review description of location of improvements to be acquired and research legal and platted descriptions of same for use in acquisition documents; revise acquisition documents; analyze spreadsheet detailing costs of improvements to be acquired and reformat same for inclusion in acquisition package.	2.30 hrs
05/15/18	JLK	Continue drafting acquisition documents and reviewing detailed back up of same; conference call with DE on same; review agenda package and finalize meeting preparations; confer regarding budget and information related to same; review and edit RFP documents for landscaping and transmit same; prepare resolution related to same; review various plats and easements for ownership interests for acquisitions; review draft drainage easement and update same.	4.40 hrs
05/15/18	KEM	Attend conference call regarding acquisition; prepare acquisition documents and request for proposals.	3.90 hrs

Rivers Edge C		al Coun Bill No. 100900	Page 3
05/16/18	JLK	Travel to and from and attend board meeting; return travel; review developer counsel opinion and transmit edits to same; finalize acquisition documentation and transmit the same.	8.80 hrs
05/16/18	KEM	Research property conveyance history; prepare acquisition documents.	1.10 hrs
05/16/18	MST	Review warranty deeds recorded in St. Johns County regarding the Enclave platted tracts to identify those that have been conveyed and not conveyed to the district.	0.90 hrs
05/18/18	JLK	Continue review and preparation of landscape RFP documents and transmit same; confer with board member and DM on golf carts; research same; provide summary of same.	1.50 hrs
05/18/18	JBC	Research law regarding seat belts and golf carts; meeting regarding same; prepare correspondence regarding same.	1.10 hrs
05/18/18	MST	Revise contract within landscape request for proposals package to include sections for substantial completion and liquidated damages.	0.90 hrs
05/21/18	KEM	Prepare resolution ratifying sale of bonds.	0.50 hrs
05/21/18	JLK	Continue drafting and disseminate RFP for landscape; begin draft informal bid package for RT fields; update and finalize garden forms, club forms, kayak forms and associated policies; review correspondence on golf cart questions and transmit research on same; update golf cart policies on same.	2.70 hrs
05/22/18	JLK	Confer with MBS regarding deferred costs and transmit historical information on same.	0.30 hrs
05/22/18	MST	Prepare email to district manager regarding budget resolutions and mailed assessment notice.	0.10 hrs
05/23/18	JLK	Confer with onsite staff regarding RFP documents for landscape; confer regarding ownership of wall and begin property review of same.	0.50 hrs
05/24/18	JLK	Continue drafting and updating RFP for landscape.	0.40 hrs
05/25/18	JLK	Conference call with Stilwell and onsite staff regarding various ownership questions of improvements and research on same; continue drafting and disseminate bid packages for construction services; confer with DE on same.	2.40 hrs
05/25/18	KEM	Research ownership of retaining wall.	1.00 hrs
05/28/18	JLK	Review retaining wall ownership and transmit the same.	0.60 hrs
05/29/18	JLK	Review meeting minutes and provide edits; review draft agenda and provide comments to same; confer with engineer and DJ Smith on ownership of retaining walls and review various documents on same; review amended disclosure of public financing and transmit same to DM.	2.60 hrs
05/29/18	MST	Compile and organize backup documentation for the May 2018 acquisition of improvements.	0.60 hrs
05/31/18	JLK	Confer with insurance adjuster and counsel for same on ADA website compliance and research same.	0.10 hrs

=	DD - General Coun	Bill No. 100900		========	Page 4
-	Total fees for this matter				\$12,654.50
DISBURS					
	Document Reproduction				225.00
	Travel				99.84
	Conference Calls				5.33
	Total disbursements for this matte	er		S S S S S S S S S S S S S S S S S S S	\$330.17
MATTER S	<u>SUMMARY</u>		WALL CONTROL OF THE C	mandra mandra y qua sama ya Abi ya ya ya ya ya ya ya ya ya ya ya ya ya	
	Cooksey, Jennings B.		5,30 hrs	215 /hr	\$1,139.50
	Kilinski, Jennifer L.		38.00 hrs	230 /hr	\$8,740.00
	Ibarra, Katherine E Paralegal		6.50 hrs	125 /hr	\$812.50
	Turner, M. Suzanne - Paralegal		15.70 hrs	125 /hr	\$1,962.50
		TOTAL FEES			\$12,654.50
	TOTAL DI	SBURSEMENTS			\$330.17
	TOTAL CHARGES FOR 1	THIS MATTER			\$12,984.67
<u>BILLING</u>	SUMMARY				
	Cooksey, Jennings B.		5.30 hrs	215 /hr	\$1,139.50
	Kilinski, Jennifer L.		38.00 hrs	230 /hr	\$8,740.00
	Ibarra, Katherine E Paralegal		6.50 hrs	125 /hr	\$812.50
	Turner, M. Suzanne - Paralegai		15.70 hrs	125 /hr	\$1,962.50
		TOTAL FEES			\$12,654.50
	TOTAL DI	SBURSEMENTS			\$330.1

Please include the bill number on your check.

TOTAL CHARGES FOR THIS BILL

\$12,984.67

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 850.222.7500

June 20, 2018

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

Bill Number 100901 Billed through 05/31/2018

1.31.513.315

Premises Liability Claim

RECDD 00113 JLK

FOR PROFESSIONAL SERVICES RENDERED

05/24/18 JLK Confer with insurance counsel regarding discovery; confer with engineer on

same.

05/29/18 JLK Conference call with insurance counsel on various litigation issues and discovery

requests; begin to compile same.

Total fees for this matter

\$345.00

0.50 hrs

1.00 hrs

MATTER SUMMARY

Kilinski, Jennifer L.

1.50 hrs

230 /hr

\$345.00

TOTAL FEES

\$345.00

TOTAL CHARGES FOR THIS MATTER

\$345.00

BILLING SUMMARY

Kilinski, Jennifer L.

1.50 hrs

230 /hr

\$345.00

TOTAL FEES

\$345.00

TOTAL CHARGES FOR THIS BILL

\$345.00

Please include the bill number on your check.



Lowe Structures, Inc.

11651 Central Parkway Suite 106 Jacksonville, FL 32224 (904)992-0377 mail@lowestructures.com

INVOICE

BILL TO

Rivers Edge CDD 475 West Town Place, Suite 114 World Golf Village

St Augustine, FL 32092

INVOICE # 2431
DATE 06/22/2018
DUE DATE 07/22/2018

1.33.572.61

JOB NAME

Parcel 12 Boardwalk #18101

ACTIVITY 15. The second of the control of the contr	QTY	RATE	AMOUNT
Structural Engineering Structural Engineering	1	3,750.00	3,750.00
Printing	1	14.00	14.00

BALANCE DUE

\$3,764.00



Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice date: 2/20/2018

Original contact person:

Invoice # 5067

Terms: At event

PO#

Customer name: Rivers Edge CDD (RiverTown)

Event type: 4th of July

Billing address:

Event date:

140 Landing Street., St. Johns, Fl. 32259

Marcy Pollicino

Wk: 904-940-0008 Cell: 904-710-9348

E-mail/ fax:

mpollicino@vestapropertyservices.com

At event contacts with cell:

Wednesday July 4, 2018

Hours of event:

11:00 am - 2:00 pm

Hours of service:

Same

Approximate set up time: Location name and address: Between: 8:00 - 9:30 am or day before

Same

Same

Where to set up at location:

River House Field

Power within 75':

Yes

Set up-grass or pavement:

GR

Water within 75': Yes

Covered area for entertainer:

n/a

Notes:

SERVICES NEEDED:

* 22' Inflatable Water Slide

* (6) Power Paddler Boats

* Extended Delivery for all vehicles

Req. Rate Reg. Rate

\$449.00

Your Cost

\$395.00

Reg. Rate

\$375.00 \$65.00

Your Cost Your Cost \$325.00 \$45.00

Total Reg. Price

\$889.00

Your Total

\$765.00

Total Savings

\$124.00

1.32.572.494

Sub Total:

\$765.00

Sales Tax:

\$0.00

Invoice Total:

\$765.00

50 % Deposit required

\$

Balance due at set up

\$765.00 \$0.00

Payments received

Current Balance

\$765.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

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

Customer signature required :	 Date:	

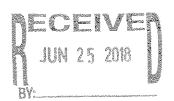


Questions on this invoice call:

(866) 470-7133 Option 2

START STOP	NEWSPAPER REFERENCE	12 14 DESCRIPTION	PRODUCT	SAU SIZE	B!LLED UNITS	TIMES RUN	RATE	a AMOUNT
05/06		Balance Forward						\$151.50
05/09 05/09	103041713-05092018	REG MEETING 5/16/18	SA St Augustine Record	1.00 x 4.0000	4	1 1	\$8.98	\$35.92
05/09 05/09	103041713-05092018	REG MEETING 5/16/18	SA St Aug Record Online	1.00 x 4.0000	4	1 1	\$8.97	\$35.86
05/23 05/23	103045228-05232018	Notice of Qualifying Period	SA St Augustine Record	1.00 x 4.0000	4	1 1	\$8.98	\$35.92
05/23 05/23	103045228-05232018	Notice of Qualifying Period	SA St Aug Record Online	1.00 x 4.0000	4	1 1	\$8.97	\$35.88
		PREVIOUS AM	MOUNT OWED:	\$151.50				
		NEW CHARGES	THIS PERIOD:	\$143.60				
		CASH	THIS PERIOD:	\$0.00				
		DEBIT ADJUSTMENTS	THIS PERIOD:	\$0.00				
		CREDIT ADJUSTMENTS	THIS PERIOD:	\$0.00				
			We appreciate your business.					

So that we may serve you better, please remit the amount due. New business is dependent on prompt payments. Please include the remittance stub and input your account number on your check. Thank you.



1.31.513.48

INV	OICE AND STATE	ME	NT OF ACCOUNT		AGING OF PAST DUE AC	COUNTS		* UNAPPLIED #	MOUNTS ARE I	ICLUDED IN TOT	AL AMOUN	T DUE 53. 1™
21	CURRENT NET AMOUNT		22 30 DAYS		60 DAYS		OVER 90 DAYS		* UNAPPI	JED AMOUNT	23	TOTAL AMOUNT DUE
	\$143.60		\$71.80		\$0.00		\$0.00		\$0.00			\$295.10
	SALES REP/PHONE #	25				Al	OVER.	TISER INFORMATIO	N			
	Melissa Rhinehart 904-819-3423		BILLING PERIOD	6	BILLED ACCOUNT NU	MBER	7	ADVERTISER/CLI	ENT NUMBER	2	ADVE	RTISER/CLIENT NAME
			05/07/2018 - 06/03/201	8	15655		15655		5		RIVER	RS EDGE CDD

MAKE CHECKS PAYABLE TO

The St. Augustine Record Dept 1261

PO Box 121261

Dallas, TX 75312-1261

Payment is due upon receipt.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record

The St. Augustine Record Dept 1261 PO Box 121261 Dallas, TX 75312-1261

ADVERTISING INVOICE and STATEMENT

	L	1		BILLING	PERIC	Œ		2			ADVE	RTISE	R/CLIENT NAME		
05/07/2018 - 06/03/2018							RIVERS EDGE CDD								
COMPANY SA 7		23 TOTAL AM			IOUN	T	DUE	* UNA	* UNAPPIJED AMOUNT 3 TE				TER	RMS OF PAYMENT	
				\$295	5.10				\$0.0	0			NET	15 DAYS	
21	CUI	JRRENT NET AMOUNT			22 30 DAYS			60 DAYS			OVER 90 DAYS				
\$1		\$14	1 3.	60		\$71.80		\$0.00					\$0.00		
4	PAGE	#	5	BILLING DAT	Ē	6	BILLED AC	COUNT NUMBER		IBER 7 ADVERTISE		ER/CLIENT NUMBER		24 STATEMENT NUMBER	
	06/03/		06/03/201	8	15655		655	15			565	5	0000016843		

8 BILLING ACCOUNT NAME AND ADDRESS 9



RIVERS EDGE CDD 475 W TOWN PL STE 114 SAINT AUGUSTINE FL 32092-3649

վերիվիիիիի իրարանին անաստանության և անձանանին անաստանության և

The St. Augustine Record Dept 1261 PO Box 121261 Dallas, TX 75312-1261

REMITTANCE ADDRESS

Wed, May 9, 2018 8:06:13AM

Legal Ad Invoice

The St. Augustine Record

Acct: Phone: 15655

9049403700

E-Mail: Client:

Start:

RIVERS EDGE CDD

RIVERS EDGE CDD Name:

475 W TOWN PLACE, STE 114 Address:

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number:

0003041713-01

05/09/2018

COURTNEY H Caller:

Paytype: BILL

> 05/09/2018 Stop:

Placement:

SA Legals

issues:

Melissa Rhinehart Rep:

Notice of Meeting Rivers Edge Community Development District The regular meeting of the Board of Supervisors of the Rive Copy Line:

Lines 48 Depth 4.00 Columns 1

Price

\$71.80

Notice of Meeting Rivers Edge Community Development District

Rivers Edge
Community Development District
The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District will be held on Wednesday, May 16, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 1:56 Landing Street, St. Johns, Florida 322:59. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 322:59 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-965-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at this meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testinoup and evidence upon which such appeal is to be based.

James A. Perry

James A. Perry District Mauager 0003041713 May 9, 2018



RIVERS EDGE CDD 475 W TOWN PLACE, STE 114 SAINT AUGUSTINE, FL 32092

ACCT: 15655 AD# 0003041713-01 PO#

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

STATE OF FLORIDA COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF MEETING in the matter of REG MEETING 5/16/18 was published in said newspaper on 05/09/2018.

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

Notice of Meeting Rivers Edge Community Development District

The regular meeting of the Board of Su-pervisors of the Rivers Edge Communi-ty Development District will be held on Wednesday, May 16, 2018 at 11:00 a.m. at the RiverTown Amenity Cen-Wednesday, May 16, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32259 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be coasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two culendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Office.

Each person who decides to appeal any action taken at this meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James A. Peny District Manager 0003041713 May 9, 2018

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who is personally known to me ho has produced as identification



(Seal)

Legal Ad Invoice

The St. Augustine Record

Acct:

15655

9049403700

Phone: E-Mail:

Client:

RIVERS EDGE CDD

Name:

RIVERS EDGE CDD

Address:

475 W TOWN PLACE, STE 114

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: Start: 0003045228-01

05/23/2018

Caller: COURTNEY HOGG

Paytype: BILL

Stop: 05/23/2018

Placement:

SA Legals

Issues:

Rep: Melissa Rhinehart

Copy Line: NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE RIVERS EDGE CC

Lines 47 Depth 4.00 Columns 1

Price

\$71.80

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Rivers Edge Community Development District will commence at noon on June 18, 2018, and close at noon on June 22, 2018, and close at noon on June 22, 2018. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, Florida 32095, and phone (904) 823-2238. All candidates shall qualify for individual seats in accordance with section 99.061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Rivers Edge Community Development District has two (2) seats up for election, specifically seats 2 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 6, 2018, in the manner prescribed by law for general elections.

For additional information, please contact the St. Johns County Supervisor of Elections.

0003045228 May 23, 2018

RIVERS EDGE CDD 475 W TOWN PLACE, STE 114 SAINT AUGUSTINE, FL 32092

ACCT: 15655 AD# 0003045228-01 PO#

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

STATE OF FLORIDA COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a SA Notic Misc in the matter of Notice of Qualifying Period was published in said newspaper on 05/23/2018.

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

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Rivers Edge Community

Development District will commence at noon on June 18, 2018, and close at noon on June 22, 2018. Candidates must qualify for the office of Supervisor with the St. Johns County Supervisor of Elections located at 44-55. Avenue A, Suite 101, St. Augustine, Florida 32095, and phone (904) 223-2238. All candidates shall qualify for individual seats in accordance with section 99-061, Florida Statutes, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Johns County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes. Statutes.

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For additional information, please contact the St. Johns County Supervisor of Elections.

0003045228 May 23, 2018

MAY 2 3 2018 day of

Much who is personally known to me

or who has produced as identification



(Signature of Notary Public)

(Seal)