

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

A special meeting of the Board of Supervisors of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts was held Friday, May 9, 2025 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Rivers Edge

Mac McIntyre	Chairman
Frederick Baron	Supervisor
Robert Cameron	Supervisor
Christopher White	Supervisor

Rivers Edge II

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

Rivers Edge III

DJ Smith	Chairman
Jason Thomas	Vice Chairman
Jarrett O’Leary	Supervisor
Stacey Robertson	Supervisor

Also present were:

Corbin deNagy	District Manager
Lauren Gentry <i>by phone</i>	District Counsel
Mary Grace Henley	District Counsel
Richard Losco	Vesta General Manager
Jason Davidson	Vesta Regional Manager
Jay King	Vesta Property Services
Kevin McKendree	Vesta Field Operations Manager
Kimberly Fatuch	Vesta Lifestyle Director
Ken Council	Vesta Amenity Manger
Ryan Stillwell	District Engineer
Brad Correia	Crown Pools

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The following is a summary of the discussions and actions taken at the May 9, 2025 joint special meeting.

FIRST ORDER OF BUSINESS**Roll Call**

Mr. deNagy called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS**Audience Comments**

There being none, the next item followed.

THIRD ORDER OF BUSINESS**Discussion on Pool Repairs**

Mr. McKendree informed the Boards that over the course of the last year there have been a lot of issues with the joint expansion repair. About three weeks ago, a resident pointed out that the tile that surrounds the joint started to crack and the joint opened up wider than it has been before. The pool had to be shut down for safety reasons. There are two options to fix the problem: a temporary repair of the expansion joint or moving forward with the pool resurfacing project. The downtime for the temporary repair would be two weeks and it would cost \$12,500 with a \$5,000 contingency for potential plaster repairs due to delamination after draining the pool. The downtime for the pool resurfacing is about 60 days.

Mr. Cameron pointed out that 2,200 gallons of water are being lost each day since the pool has been closed. He's concerned that the water is going under the pool and asked if the contractor will check for a void under the pool when the resurfacing project is done.

Mr. Correia stated that he looked into making the repair part of the remodel, however it will not work. He recommended making the repair now to get the pool up and running by Memorial Day. In response to Mr. Cameron's concerns about a void, Mr. Correia stated that some holes could be drilled off to the side to get an idea if there's a void.

Mr. Baron asked what the full resurfacing will involve.

Mr. Crown responded we drain it. We'll obviously try our best to keep the plaster as saturated as possible. The purpose of putting the \$5,000 contingency in there is there are some rough spots in there and if that pops up, they probably won't. But I've got to put it in there, drain the pool down, cut that tile out, pull out the joint compound, clean that up, reset a true two by two tile like we use now and put the elastomeric caulk back in and give it a good four day dry time and

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then fill the pool back up. The work itself will take about a week. It's really that you can't fill that pool back up immediately. The joint compound needs to set up properly. The repair is pretty close to what we would be doing anyhow. We just don't need to go through the whole process all the way up the walls, through the gutter, into the backsplash because we don't have any failure. And we'll pull out all that joint compound because it needs to have elasticity. The pool's moving. But when you stick pool putty in there to fill it, because that's about the only product you can fill water in, it hardens up. So that particular tile is a pretty weak tile. So basically, when it tries to move, that joint compound is so hard, it's breaking that whole nose all that time.

Ms. WeMett asked if Mr. Correia thinks the patch will hold to September.

Mr. Correia responded absolutely. We're going to get the elastomeric caulk in the entire joint, but there's no reason to pull out the rest of the tile that's just below water level. So, I'm just trying to keep this emergency repair expense to a minimum, since we are coming back in.

Mr. Baron asked is your highest risk the void, or is it something else we haven't foreseen?

Mr. Correia responded I would say I think our biggest risk is that \$5,000 contingency. When you drain the pool and that plaster starts to dry up. If it pops up or delaminates, then we have to do a little bit of a patch. Not the end of the world. But right now, as Kevin said, it's more of a safety hazard having that sharp glass down there. If you go pack more pool putty in there, then you probably will have more issues.

Mr. Cameron asked when you have the pool drained down, are you going to take a cursory look at everything else?

Mr. Correia responded we can, because that's something even if we step off a foot from that joint and drill a 2-inch or 3-inch hole or just enough to see if there's a void, we can patch that and it's not going to be a problem.

Mr. Cameron stated I'm talking about the rest of the expansion joint.

Mr. Correia stated I do believe that the majority of what's failing is that hard compound in there and that pool wanting to move like it does and breaking that tile. So, we're going to pull all that out and follow it. We're just not going to do all that tile there because it's really not necessary.

Mr. McIntyre stated my concern is initially we were headed towards fixing the pool because we've already been on long past borrowed time. It was the residents that I guess decided that they needed to have that one pool out of three and stretch that grace period even further.

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Now we're looking at exactly what we've warned about for repair, that we're looking at \$12,500, at least, \$17,500 on the other end. If it stops there, depending on what's found, the pool's already shut down. My thing is that \$17,500 or \$12,500 ultimately needs to be spent someplace else or will need to be spent someplace else important in the future and we're draining our coffer of a big expense for a temporary repair. I just think it's time to rip the band aid off and get it done and be done with it. The pool's already closed. The residents are already pissed off. They're going to be pissed off even more to potentially find out, well, now that it's off limits and broken, we're just going to go ahead and fix it. So, all three boards are going to lose either way. But where we could win is saving that money for a temporary fix that's necessary for feelings and happiness, but not necessary from a fiscal financial standpoint.

Mr. Correia stated you're basically spending the \$12,500 to give them the pool for the summer.

Mr. McIntyre stated right. But in my opinion, I may be by myself. I just don't see that as a responsible use of funds because it's not something that if you fix it, we're good for another three to five years and that's the end of it. You guys have to come back and fix it anyway. So, we're paying twice for the same job. One is just an emergency repair, but it's not really an emergency. We're just trying to, I guess, keep everyone happy. But I just don't think that's a reasonable usage of either CDD's money because something else will follow this year where that amount, if not more, can be put to better use. We're all adults, and there are two other pools. There's a lazy river and they still have the lap pool. So, it's not a situation that the community is pool less and everybody now has to go, well, there goes the summer. It's an inconvenience for some, but not for most or all because there were two other facilities. That's my opinion.

Ms. WeMett stated I agree with you. Our job is to protect the amenity centers and provide safe facilities for the residents. I think at that last meeting there was too much emotion. It's great if we have community goodwill for our swim team, but there are other facilities in the area, other communities and I'm sure would lend them their pools if they need extra pools. We have the River Lodge, we have River Club. Some communities only have one pool. We have three pools and the Watersong residents have four pools. So, it's not like we're shutting down the whole summer. We shouldn't be wasting money to patch something that we're going to spend seven hundred and some thousand dollars for you to fix. I know some residents will be upset. There's a British Swim Club. I looked up British Swim Club the other day. It's a franchise. They're all over

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Jacksonville and this county. You can go anywhere and get swim lessons. So, I think we emotionally got a little carried away. But I agree that you never know what's going to pop up later this year. Something could get struck by lightning. We need to be more conservative with our funds.

Mr. White stated I know we slated it out and originally cleaned it for September. How fast could you start? That's question number one. And then I have a follow up.

Mr. Correia that's kind of tough. Obviously if we don't do this repair and we're going to keep the pool closed, we are going to try our hardest to get in there sooner than later. Our original durations were set up to basically have these things done I think by July 4th and the manpower we have, we're not really picking up much time doing one and doing the other later. The durations are about the same because we have enough men to put on both pools. My problem right now is giving you guys a date. If we don't do this and we keep the pool closed, when could we actually come in? I do think that July 4th, we're not going to meet that. So, we're already getting into, if we don't do this, that pool is pretty much shut down for the summer.

Mr. White stated so my next question is, then, if we were to keep the pool closed, we would have to immediately drain it, because right now, water's leaking. What is that costing us per day?

Mr. Cameron stated I don't have per day. But monthly, it's around \$181 plus chemicals.

Mr. White stated how much more damage is going to occur.

Mr. Correia stated the concern with draining it and leaving it open is just the reality is draining that pool and letting everything dry out is good for you guys. It's good for us. We get all the loose material out of there. It's the liability of having that open shell. We can drill holes and prevent, but it's just not typically the smartest move to just leave a pool sitting empty.

Mr. White stated and if it stayed full, we're going to lose 2,000 gallons of water a day, and we're going to be paying for that, too.

Mr. McIntyre stated we're also wondering where the water is going to go and if it's going to find a weak spot. Because obviously this isn't the first repair. It's had other repairs and the same spot. So we also have to worry about was there anything previously? We're just stringing this along.

Mr. White stated agreed. And that's where I sit on this. I understand there's two other pools. My thing is more so we have an issue with the void that we don't know anything about. It

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could be an issue. It could not be an issue. We've got water that's draining out of there every day. We drain it. That's great for the refurbish, but then that opens up for liability because the other pool's still open and there's kids running around with an empty pool. One kid falls five feet. Which that was an issue with the liability piece and insurance at the last meeting we had. So, I feel like there's other things at play.

Mr. Smith stated there's no fix besides this?

Mr. Correia stated I mean we can do the putty. Somebody can jump in there and pull those pieces of tile off and just pack it with the pool putty. I mean it could last until September.

Mr. McKendree stated we've actually puttied it numerous times though. That putty's not going to hold.

Mr. Correia stated typically from season to season, going from cold to warm and warm to cold is when that stuff starts breaking down.

Mr. Smith stated you'll be getting in before the next season.

Mr. Correia stated correct. So that is on your side. So with that thought process, it could hold. I mean it might move a little bit more and pop some off and you jump back in there. You could definitely do that if Kevin's willing to do it. Obviously if you're hiring us to come out and keep doing that, you're going to end up spending this. You would just go ahead and do this. Unless somebody here on staff can buy a case of it and just put it in there.

Mr. Thomas stated \$12,500 or \$17,500 is relatively a small amount of money for our cost share program to keep the pool open for two months. I think we need to look at it that way, guys. Keep it open for Memorial Day. We'll keep it open for 4th of July. It seems like a no brainer to me.

Mr. Reid stated I know I'm relatively new up here, but for the last two years before that I sat in the audience many, many months by myself. The resident turnout here is for whatever reason pretty abysmal. But the day when we discussed the pool, that was by far the most crowded I've ever seen it. And the vast majority of people came here because they were very adamant about wanting the pool open during the summer. I don't think \$12,500 is a whole lot of money in the grand scheme of things.

Mr. Baron motioned to approve resurfacing the pool entirely.
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Ms. Henley asked are we talking about just the family pool. We could still keep the lap pool open?

Mr. Correia stated that's a good point. We can segment off with temporary fencing the lap pool from the family pool. Keep the lap pool open. I think that's an option.

Mr. Cameron asked how much would the fencing set us back?

Mr. Correia stated probably a couple thousand dollars.

Mr. McIntyre stated asked how confident are you that we can securely block off the regular pool from the lap pool to ensure that we have the highest level of safety and blockage from residents looking or some kid just wandering.

Mr. McKendree stated at the end of the day anything can be broken into. The question is, do you want to just segment off that pool with a six-foot temporary fence and leave the four-foot boundary fence or do you want to do six foot temporary fence around all of that in the pool.

Mr. Correia stated when we discussed some of these projects, Kevin and I looked at basically running right through the gate right here, the entry exit to the family pool. Right at the entry right there, come across that sidewalk and then go back to the back and close that whole area off. What that would do is close off that access back by that pool equipment on the back right. What he's saying is, do we put a temporary fence up around the entire perimeter where you still have deck access around the pool?

Mr. McIntyre stated I think there should be no access whatsoever. No deck, no nothing. I can't get through anywhere. That's what it would have to be to ensure the highest level of success of safety.

Mr. White stated we've been doing a lot with the dog park and the locks in the past year. How much could you estimate we've spent repairing that, that whole piece there.

Mr. Davidson responded around \$1,600. Those locks are about \$800 each.

Mr. McKendree stated and we had to get a new fence or gate. So about \$3,000 on that one dog park

Mr. White stated was that cost shared across all three or is it just CDD one?

Mr. Davidson stated it is part of repair and replacements. So, my understanding, yes, that will be cost shared.

Mr. White stated I'm just trying to figure out we've spent that much money to keep nonresidents out. We're talking about trying to let residents use an amenity and we're just pissing

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money away. I just, I don't understand that. I feel like it's an amenity, we should use it. We have how many more houses in here than we did last year. There's going to be an influx on the other amenity centers. Fencing it off is a huge liability. Which that concerns me. Like some kid's going to drop in that pool at some point or some kid's going to hop in to go skate it or do something.

Mr. Correia stated you guys have gotten by pretty well on these pools over the past 20 years. We have to replace those expansion joints every five to seven years on the new pools that we've built out. So, you think about a ten to fifteen thousand dollar expense. Most of these properties are needing to prepare for that within that five-to-seven-year range, depending how many people are picking at it and the elevation chemistry. Because the only product out there has a 5 part per million chlorine rate and we know these pools exceed that on a regular basis.

Ms. Henley stated had talked about earlier doing potentially a phased approach to this whole thing where we do the family pool first and then the lap pool. Is that essentially what you're thinking?

Mr. Baron stated yes, for the family pool to be done.

Mr. White stated but that puts us at an unknown start date for that. Or does that hold us out until September, that it's shut down?

Mr. Correia stated I will do everything in my power.

Mr. Baron stated it's doing it right is what it's doing. I think Mac made it very clear on how he expressed it of how the community has reacted. I understand, but fiscally and everything else, it's the right thing to do it in the right way.

Mr. White stated I mean, I get it. We also just talked about spending on Christmas lights the last meeting. So like this is where I sit.

Mr. Thomas stated it's four grand per CDD.

Mr. Smith stated we're paying the majority of this in CDDs II and III.

Mr. Cameron stated I'm willing to do the repair in my opinion, as long as we have some guarantee that after we do the repair, before they do the final repair of the pool in September, that we make sure that there's no void under there. When we have the pool drained at that time we need to core through the pool.

Mr. Correia stated we can try. The problem is asking for a guarantee is extremely tough in a situation like that. I mean, if we drill a hole and we can probe down a foot, then yes, maybe we do a small grout injection. But if there's a one inch void between dirt, what else can we do?

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We don't want to get into cutting that shovel. So, we can take those precautions just as an extra check.

Mr. White stated that void would exist if we do this repair or not do the repair. Because the waters already leaked. It's more about stopping the leak or drip, redoing the whole thing and leaving it empty.

Mr. Cameron stated I just want it looked at when we do the final. The main reason I want it looked at is, yes, normally a pool is put in properly. Nothing else in this pool situation was put in properly by the original vendor. Because I went through the plans. They do not match anything that was approved by the county, and I have the final plans. Okay, so that's my concern. I know that you would put rock down before. I'm not sure that they did. You're telling us that there's not a void because of the way you would build it.

Mr. Correia stated that's correct.

Mr. Cameron stated okay. So as long as we had a guarantee that we are going to investigate it at the time that we rebuild the pool, I have the thing for the amount of money. You know, we spend that much money on the bathroom. You talk about the dog park, and our people in this community use that dog park. We use the bathroom at the River Front Park and we've spent probably \$4,000 last year just repairing it. Sooner or later, that belongs to the county. And that's really an amenity for everybody in the county. So, if we can spend \$4,000 there, we can waste \$17,000 here. So, unless somebody else wants to go with Fred's motion, I motion that we do the repair now with the stipulation that we look to see that there's a void at a later date.

Mr. McInture seconded the motion to approve resurfacing the pool entirely.

Mr. Baron stated I'm taking the advice of the engineer. You made the case earlier that the right way to do it is to do the full repair. As an engineer myself and having some experience with pools and having investigated this a little bit, a void is a serious issue that you can get. Seeing 2,000 gallons go. I want it repaired correctly the first time.

Mr. Stillwell stated just to clarify, you're referring to my comments several months ago?

Mr. Baron responded yes.

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On VOICE VOTE as follows, the motion to approve resurfacing the pool entirely failed 2-2.
Rivers Edge CDD:
Supervisor Baron – Aye
Supervisor McIntyre – Aye
Supervisor White – Nay
Supervisor Cameron – Nay

Mr. Cameron stated I move that we do the patch as outlined in the quote.

On MOTION by Mr. Cameron, seconded by Mr. White, the quote to patch the expansion joints at an amount not to exceed \$17,500 failed 2-2.
Rivers Edge CDD:
Supervisor Baron – Nay
Supervisor McIntyre – Nay
Supervisor White – Aye
Supervisor Cameron – Aye

Mr. deNagy stated we need direction on this.

Mr. White stated I'll make one more comment. Theoretically, we are voted into these positions by the homeowners in this community. I know at times we're just appointed because we have someone that runs against us, but we're placed here because of this community and because of people that live here. I understand it was brought up that we should run like a business. And I don't disagree, but I feel like we have an obligation to this community, to kids, to the parents, to the mom who wants to bring her kid early in the morning to go in the pool and doesn't want to be bothered with another pool that's overcrowded for a couple months. I feel like, as a CDD, we have an obligation to everyone that lives here. Further, if there's a void, the void's going to be there today, it's going to be there tomorrow. It'll be there four months from now when it gets worked on. If it's there, it's there. There's nothing we can do about it. So, we'd love to get it fixed and addressed if we get there. My concern is we have an issue now and we just need to fix it. We've also spent a lot more money on other things that I've seen. Everyone's passionate about something a little bit different. That's where we spend the money. We were willing to put in cameras and do all kinds of crazy stuff to keep people with their dogs out of the dog park and I think that was more than what we're talking about right now from a cost

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standpoint. And that was just a temporary fix and a test. So, we want to do that for one single amenity that only a small subset of the community uses.

Mr. Cameron stated I'd say 75% of our community uses that dog park. I'm sure that the pool is the same. My problem is in the future, what are they going to do when Mattamy builds out? Because by that time the River Club pool's going to need repaired and they'll really be bitching because it'll really be crowded then.

Mr. White stated I get that. I'm talking about right now. I think there's an obligation for the community to do what's right.

Mr. deNagy asked could we hear from Rivers Edge II and Rivers Edge III? I know that they can't necessarily vote on this project, but maybe that could allow us to move forward.

Mr. Smith stated I'm with Bob and Chris. That's my stance on it. They're arguing about \$4,000. It's going to be fixed. This is just to allow people to use the pool for the summer.

Mr. Thomas stated I agree we should do it the right way. But if we can postpone the right way for a couple months to let the residents enjoy pool, it's \$3 a resident. Maybe not even that much.

Mr. Correia stated the reality behind the discussion of a patch and a full repair, what we're doing is what we would do at the full repair. We're just calling it a patch because there's areas up top that we don't need to get into. We're going through the same exact motion of what we would do if we were doing the full blown remodel. There's one way to do it.

Mr. McIntyre stated unfortunately, without Scott here, we're stuck and everything is dead in the water. We can't move forward either way. That right there I find unacceptable because we can't just leave here today with it just in limbo. So, for the sake of moving forward and team spirit with guarantees that it's going to get done correctly and hopefully there aren't any issues, I'm willing to change my vote. I still feel how I feel, but I'm willing to change my vote to move forward so that we don't leave here in a stalemate. Because I think that then would be a waste of everybody's time for even showing up today.

On MOTION by Mr. White, seconded by Mr. Cameron, the quote to patch the expansion joints at an amount not to exceed \$17,500 was approved 3-1.

Rivers Edge CDD:

Supervisor Baron – Nay

Supervisor McIntyre – Aye

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Supervisor White – Aye Supervisor Cameron – Aye
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Ms. Henley stated we'll do a change order to the contract we already have. Does this replace the expansion point repair that's in the agreement already?

Mr. Correia stated no, it's in addition to that.

Mr. Cameron stated how long does it take to drain the pool?

Mr. Correia stated a couple hours.

Mr. Cameron stated because we have the same consideration when we're draining the pool that it's not safe for the kids to.

Mr. McKendree stated that's a good point. Mr. Cameron. What do we do in the meantime while the pools draining? Do we shut down the lap pool and the family pool facilities over there?

Mr. White stated I think shut the whole thing down.

Mr. McIntyre stated there's got to be some compromise. It's either it's done for the summer, or they give us a week or two weeks of the whole pool facility being shut down.

Mr. White stated and we need to get a hold of everyone that's using that for the next couple weeks from when we start.

Mr. McIntyre stated I do have a question. And it kind of goes back to securing the area that I mentioned earlier. I guess it feels like it came across as if it was really not a feasible option of the fencing because at some point, somewhere, somebody's going to get in there or skate in there. Would it not be the same precaution when they do come to do the full repair? Because then we'd have to leave the lap pool open and then worry about fencing off the area. So, we're kind of back in that same scenario, of having to seal off one side of the pool.

Mr. Cameron stated unless we shut the entire situation down for the two weeks.

Mr. McIntyre stated when we initially said we just want the whole thing done. Drain it, leave it, just do the whole thing we were talking about fencing, it appeared that the discussion was, well, that's a little too risky because somebody's kid's going to get in there or teenagers are going to come at night and figure, oh, let's skateboard. So how are we going to do the fencing?

Mr. McKendree stated everything will be shut down.

Mr. McIntyre stated okay, I didn't want to bump up against the whole thing about residents being upset that the lap pool's closed and Bartram's upset, like, because again, if we're bending to make this happen, then I just want to make sure if there's bending the other way, that

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it's possible. But it doesn't appear that we're going to be looking at that because everything's shut down twice. Once for two weeks and then the second time for however long it takes to get it done. Because swim season is over.

Mr. deNagy stated since the cost share was brought up, I ran the numbers really quick and based on my quick math, with \$17,500 total cost, the River's Edge CDD's portion would be \$5,551.07. Rivers Edge II CDD's portion would be \$5,811.88. Rivers Edge III CDD's portion would be \$6,137.05.

Ms. Henley stated we would just need motions to approve the cost-share from the Rivers Edge II and Rivers Edge III boards.

On MOTION by Mr. Reid, seconded by Mr. Smith, sharing the cost of the expansion joint patch totaling \$17,500 was approved 4-1.
Rivers Edge II CDD:
Supervisor Smith – Aye
Supervisor Thomas – Aye
Supervisor O'Leary – Aye
Supervisor Reid – Aye
Supervisor WeMett – Nay

On MOTION by Mr. Smith, seconded by Mr. Thomas, sharing the cost of the expansion joint patch totaling \$17,500 was approved 4-0.
Rivers Edge III CDD:
Supervisor Smith – Aye
Supervisor Thomas – Aye
Supervisor O'Leary – Aye
Supervisor Robertson – Aye

On MOTION by Mr. White, seconded by Mr. Cameron, sharing the cost of the expansion joint patch totaling \$17,500 was approved 4-0.
Rivers Edge CDD:
Supervisor McIntyre – Aye
Supervisor Baron – Aye
Supervisor Cameron – Aye
Supervisor White – Aye

FOURTH ORDER OF FBUSINESS

Discussion of Basketball Court Lighting

Mr. McKendree stated we got resident concerns of the basketball court lights not working so we started diving into it. We had the contractor come back out to diagnose why the breaker

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was tripping, and he found a dead time clock that actually controls the playground equipment. He bypassed that, got it back up, says everything's good, turns it on. They hold for a little bit. Turns out they don't hold for 10 minutes. So, as they warm up, it starts tripping the breaker. I had our electrician coming out because their guy couldn't figure it out. And he looks into it and it turns out when they tied in for a power source it has just enough power to supply it, but the wire supplying it is 500ft away from the breaker and it's too small of a wire, so it ends up tripping the breaker. So, both of the electricians had to be on site to come up with a solution for this. They both agreed that running a larger gauge wire out to a separate control panel that the basketball court lights will be affixed to. We have a quote from the original installer for \$5,200.

Mr. Stilwell stated by way of history, if everyone will step back to when we said move forward with the pickleball courts. Pickleball courts were a project previously. The boards had gotten quotes for basketball lighting over the years, multiple times, I think over the lifetime that I've been up here for basketball court lighting. We did not design the lighting. We included lighting plans from a lighting manufacturer in the bid that required the bidder to investigate the location of the power source and provide that which was similar to how it was bid previously. So, there was not an electrical engineer involved on anyone's account from that perspective. I'm not an electrical engineer, just so everyone knows. What Kevin said is more than I even understand from that perspective. That being said, we have electrical contractors that are professionals. What we as staff discussed and the reason I'm here today is because we can choose to go hire an electrical engineer to investigate this situation, do these things because I'm not capable of doing that, Kevin's not capable of doing that, or Vesta from that perspective. But we thought better served to bring this to the board because it's \$5,200 and by the time we hire an electrical engineer, investigate from that perspective, we're going to spend a couple thousand dollars.

Mr. Cameron stated they were supposed to investigate the breakers, the wire and everything and they dropped the ball. The contractor we hired dropped the ball because the way you described and the way you wrote the bid is they, they found the source and wrote what the requirements were. So why didn't they size the wire? They size the wire for the size of the breaker. If a 30amp breaker, you put a number 10. But you also figure the footage, the distance. I've done DC all my life. If I run DC from 12 feet, it's two 750s. If I run it 25 feet it's four 750s. Every time you go further, it's more. They failed to figure that out.

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Mr. Stilwell stated you understand that. I do not. That's why I'm here to ask the board if they would like us to hire an engineer to pursue this. That was not done in the original contract. If you would like us to make that move, we will make that move and bring that to the board of the next month's meeting.

Mr. Baron stated I think the question is back to legal. From the standpoint of the contract, the way the contract is written, does it say in there within the bid that the contractor supplies the breaker and wire from the source all the way to the lighting? If it does, then Mr. Cameron is correct.

Ms. Henley stated it says the contractor will be required to locate the source of power for the proposed lighting sources and produce conduit as needed. So, we had asked about this before the meeting and the general opinion was this particular issue would have been a change order regardless if this had come up during construction. I am not an expert on electrical engineering either.

Mr. Stilwell stated they located a power source. Again, outside my area of expertise. The lights turned on. We validated that with construction. We did not leave them on long enough that the amperage built up, that the wire then shorted. That's what I understand.

Mr. Cameron stated yeah. The wire's heating up, causing additional resistance going to the. Going to the lights. I understand it perfectly.

Mr. White stated in my opinion, that's on the contractor to make sure of that. We just turn the lights on because we didn't come on for a duration of what we would use the space for.

Mr. Thomas stated it would have been a change order.

Mr. Smith stated they would have upsized the wire at that time.

Mr. White stated I guess my question is, why wasn't that done to test it? Because now we're having an issue where the amperage is too high and it's killing it. So, at some point then it's going to just continue to damage fixtures. I get it, you found the power source, but it wasn't enough to run what needed to be there. That change order shouldn't happen if it was supposed to happen. You should have called that out at the beginning. So I don't know where we stand from a contractual standpoint, like, if there's anything there that we can leverage.

Mr. Stilwell stated what I didn't want to do is spend eight hours going back and forth with the contractors when we would have to bill the board for it. That's the whole reason I'm here. If you would like us to take that motion or that action, we will absolutely take that action.

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Mr. Cameron stated my question to Kevin is the original contractor, his price is 5,000?

Mr. McKendree responded the original contractor, it was about \$5,200 to make the necessary work to make it okay.

Mr. Cameron stated what did the other contractor do?

Mr. Stilwell stated he originally was going to give me a bid, and he said he didn't want anything to do with it. Essentially running that gauge wire 500ft, there wasn't an amount of money that would be okay for him to do it. It's a terrible job.

Mr. Thomas asked why is that?

Mr. McIntyre stated that's a long way for conduit to run.

Mr. Cameron stated is the conduit size big enough to run the four gauge?

Mr. Stilwell stated it's an inch and a half. It should be.

Mr. McKendree stated that price sounds really good.

Mr. Cameron stated he's going to guarantee it'll work then?

Mr. McKendree stated yes.

Mr. Stilwell stated so that quote is \$5,200. So, we would either need to move forward with that or move forward with staff going back to the contractor.

Mr. McIntyre asked who is the contractor.

Mr. Stilwell responded Brogden Builders.

Mr. McIntyre stated isn't that the Rivertown resident?

Mr. Stilwell stated yes, sir.

Mr. McIntyre stated if it was done for expediency and cost savings, that kind of sucks even more if that was the case being a resident. The \$5,200 is Brogdon's price?

Mr. McKendree responded that is the subcontractor's price. Brogdon sent out their subcontractor to meet with us.

Mr. White asked can we get Brogdon to meet with us then if he's a homeowner in the community?

Mr. Stilwell stated I'm happy to do that. What I didn't want to do is have you guys pay me to meet with Brogdon and continue to go through this process and spend \$5,000 that we didn't have to. That was the whole purpose. There was an opportunity because you're having a joint meeting. We just wanted to get direction.

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Mr. White stated I would love to have them here today. So maybe we invite him to be here at the next meeting to talk through it. Because this is a much bigger thing for me.

Mr. McIntyre stated I can't speak for anybody else, but if I owned the company and my company did something here in Rivertown, and I was a resident, I would go so far above and beyond because I would want to make it the best that it could be because one, I live here. Number two, I would hope that that would garner more work from an outstanding level of going above and beyond. But it seems like seems, strictly my opinion, no allegation, that it was just run of the mill. This is how it's going to be done. If there's no change order, just run it. At the very least if they didn't want to do the extra as hey, we're just going to go above and beyond, then maybe a greater case should have been made to say hey, I get it, but from a professional standpoint you have to know that this is a very high risk of happening and you should reconsider maybe making this a change order. I just don't know if the proper case was made for the understanding. I don't do electric. But as soon as I heard the length and under gauge wire, I knew exactly what was going on. That it was too far of a stretch with low gauge and not enough power is continuing to fully travel.

Mr. McKendree stated it's essentially a junction box in that playground. That's where they're tying into.

Mr. White asked were they running 500 feet of wire?

Mr. McKendree responded no, there's 500-feet of wire from the breaker out to the playground. And then they tied into the junction box that's out on the playground to control the playground lights.

Mr. McIntyre stated okay that changes the whole thing.

Mr. McKendree stated they got 106 volts, which should have been enough to supply the lights. But they weren't able to know where that came from.

Mr. McIntyre stated okay, so the problem is they didn't actually run the wire so they couldn't have made any upgrades.

Mr. Cameron stated you're telling me that there's not a separate meter or power source at the playground. So, from the playground to 140 here where the panel is, did we move the problem? Is the wire correct from the panel in 140 to the playground?

Mr. McKendree responded that is the wire that is being replaced.

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Mr. McIntyre stated so this estimate includes putting in a new breaker and upgrading the wire.

Mr. McKendree stated they're putting a separate sub panel out there at the basketball court with just the lights on it and that's it.

Mr. Baron stated they never touched it. If it came in, it would have come in as a work order change. The work order change would have added this from the main to the sub panel where they work from the sub panel out to the lighting of the courts. You would have ended up with this charge anyway.

Mr. Stilwell stated I think you have paid more up front had it been a change order, because you would have been paying the general contractor as well.

On MOTION by Mr. McIntyre, seconded by Mr. Cameron, electrical work to repair the basketball court lighting issues totaling \$5,200 was approved 4-0.

Rivers Edge CDD:

Supervisor McIntyre – Aye

Supervisor Baron – Aye

Supervisor White – Aye

Supervisor Cameron – Aye

Mr. deNagy stated for the cost share, with \$0.02 in rounding, you're looking at \$1,733.16 split in thirds between the districts.

On MOTION by Mr. Reid, seconded by Ms. WeMett, sharing one third of the cost of the basketball court lighting repairs totaling \$5,200 was approved 5-0.

Rivers Edge II CDD:

Supervisor Smith – Aye

Supervisor Thomas – Aye

Supervisor O'Leary – Aye

Supervisor Reid – Aye

Supervisor WeMett – Aye

On MOTION by Mr. Thomas, seconded by Mr. Smith, sharing one third of the cost of the basketball court lighting repairs totaling \$5,200 was approved 4-0.

Rivers Edge III CDD:

Supervisor Smith – Aye

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Supervisor Thomas – Aye Supervisor O’Leary – Aye Supervisor Robertson – Aye

On MOTION by Mr. McIntyre, seconded by Mr. White, sharing one third of the cost of the basketball court lighting repairs totaling \$5,200 was approved 4-0. Rivers Edge CDD: Supervisor McIntyre – Aye Supervisor Baron – Aye Supervisor Cameron – Aye Supervisor White – Aye
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FIFTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. McIntyre, seconded by Mr. White, adjourning the meeting was approved 4-0. Rivers Edge CDD: Supervisor McIntyre – Aye Supervisor Baron – Aye Supervisor Cameron – Aye Supervisor White – Aye

On MOTION by Ms. WeMett, seconded by Mr. Reid, adjourning the meeting was approved 5-0. Rivers Edge II CDD: Supervisor Smith – Aye Supervisor Thomas – Aye Supervisor O’Leary – Aye Supervisor Reid – Aye Supervisor WeMett – Aye

On MOTION by Mr. Thomas, seconded by Mr. O’Leary, adjourning the meeting was approved 4-0. Rivers Edge III CDD: Supervisor Smith – Aye Supervisor Thomas – Aye Supervisor O’Leary – Aye Supervisor Robertson – Aye

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Rivers Edge I, II & III CDDs

Signed by:

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Secretary/Assistant Secretary

Signed by:

5E58873323B84CB...

Chairman/Vice Chairman