

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 Wednesday, June 18, 2025 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

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

Also present were:

Corbin deNagy	District Manager
Lauren Gentry	District Counsel
Mary Grace Henley	District Counsel
Jeff Mason	District Engineer
Jason Davidson	General Manager, Vesta
Richard Losco	General Manager, Vesta
Kevin McKendree	Field Operations, Vesta
Mike Scuncio	Yellowstone Landscape
Several Residents	

The following is a summary of the discussions and actions taken at the June 18, 2025 meeting.

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Mr. Steele stated you will be looking at two expenses, fixing or replacing the existing lap pool heater and the ongoing maintenance cost. Ongoing maintenance can be deferred if you plan accordingly, bring in a qualified instructor who can run a year-round program because the pool is

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heated, brings income that would pay the monthly maintenance. All you are talking about is the additional heating cost.

### **THIRD ORDER OF BUSINESS**

#### **Approval of the Consent Agenda**

- A. Minutes of the May 9, 2025 Special Meeting and May 21, 2025 Board of Supervisors Meeting**
- B. Financial Statements as of April 30, 2025**
- C. Check Register**

On MOTION by Mr. Baron seconded by Mr. McIntyre with all in favor the consent agenda was approved.

### **FOURTH ORDER OF BUSINESS**

#### **Staff Reports**

#### **A. Landscape Maintenance - Report**

Mr. Scuncio reviewed the landscape maintenance report, copy of which was included in the agenda package.

#### **B. District Engineer**

There being none, the next item followed.

#### **C. District Counsel**

Ms. Gentry stated just a reminder that your form 1 financial disclosure is due by July 1<sup>st</sup>. As an update on the status of our fee agreement, we do anticipate putting that on the July agenda.

#### **D. District Manager**

There being none, the next item followed.

#### **E. General Manager – Monthly Amenity and Field Operations and Pond Report**

Mr. Losco stated we submitted the monthly amenity, field operations and pond report. I had one other item that was already discussed with a resident, with regard to the lap pool heater, we are seeking estimates for repair/replacement from Crown Pools. We are also trying to estimate the cost of natural gas, electricity to heat the pool. We are also looking at the estimated additional cost of the chemicals with the heat dissipating all the chemicals. There will be an additional cost

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for chemicals. We are also looking at incorporating that into or around the pool renovation. We will have more information at the next meeting.

**FIFTH ORDER OF BUSINESS****Discussion of Events Sponsorship Policy**

Ms. Gentry stated after the discussion at the last meeting we did some supplemental research based on the questions the Board raised. There was some discussion about how much discretion Vesta would have to choose the sponsors that are accepted for different events. Vesta would have discretion to identify the events they want to accept sponsorships for, how they want to structure those sponsorship opportunities, how much they want to charge for those sponsorship opportunities. When it comes to which applications to accept or reject on the basis of which entities you like better or find more desirable, we don't recommend giving discretion to Vesta in that sense because we are a government entity, we have to worry about free speech claims and commercial speech is considered protected speech under the constitution. How this would ideally function is if an application came in that met all the criteria that didn't have any prohibited content, it would be accepted on a first-come, first-served basis. I know that is different than what the board discussed last time. If this changes your position you could move to revoke this policy, talk about what you are comfortable with, but I don't recommend having discretion, just pick and choose based on which messages you like or don't like.

Mr. Baron stated we can let Kim come in with a proposal as to how the recommendation should go.

Ms. Gentry stated we talked to Kim about it, and we asked her not to advertise sponsorships under the sponsorship policy until we can get feedback from the board understanding that if this policy is in place, Kim will not be able to pick and choose.

Mr. Baron stated it is still companies within Rivertown. It is not companies outside Rivertown.

Ms. Gentry stated there was no restriction on it being companies only within Rivertown. I haven't talked to Ms. Fatuch and did not know she was planning on limiting that to Rivertown businesses, but I wouldn't recommend putting that limitation on it. If the board wants to do that, that is fine, but I want you to be aware there are legal risks with giving Vesta the discretion to pick and choose which vendors to accept.

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Mr. Baron stated it was not a matter of pick and choose. If you were a vendor within the Rivertown community that we live within, want to promote your business that is what we were looking to have in the policy. Businesses that are not associated with Rivertown they are cut out of the picture for the participation.

Ms. Gentry stated an owner residing in Rivertown? My understanding is at the last meeting the board directed that you were in favor of this policy if Vesta had the authority to filter through the applications and choose which vendors to accept.

Mr. Baron stated by choosing the vendors we were saying residents within Rivertown or not residents within Rivertown. You are hearing our understanding of what we thought we approved for Kim to move forward was if she vetted the application that came in and found out that a vendor was outside and had nothing to do with our community it was going to be denied and rejected for the proposal. We were looking at the policy here to make sure it was structured within the community of Rivertown for the businesses with the residents here in this community that she could work within an easy policy that said this is our policy, it says you have to be a resident if you are not a resident I can't take your application.

Ms. Gentry stated if that is what the board's concern was, I think it is more defensible to incorporate a geographic limitation than a pick and choose limitation. If I misunderstood what the board's discussion was at the last meeting I apologize and I'm glad I can clear that up today and we would want to update the policy to put that in writing for Kim to rely on.

What we need to do to affect the board's intent that it is that only companies with an owner who resides in Rivertown can sponsor an event.

<p>On MOTION by Mr. White seconded by Mr. Cameron with four in favor and Mr. Maynard opposed the two updates to the sponsorship policy, sponsorship applications are only accepted from businesses or organizations with at least one owner residing in Rivertown and advertising content can only relate to the entities submitting the application.</p>
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Ms. Gentry asked just to clarify, so we want to limit it to owner or officer of the entity?

Mr. Cameron stated owner. Ms. Gentry responded ok.

Ms. Gentry stated as information only, the Rivers Edge II Board did ask about being willing to pull the plug on this if it causes a ruckus, can we pull the plug before the event?The answer is

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yes, we will include the information in the application form that gives us the right to refund the money and cancel the sponsorship if we need to.

**SIXTH ORDER OF BUSINESS****Consideration of Aged Yellowstone Invoice**

Mr. deNagy stated a meeting or two ago we had a number of aged invoices from Yellowstone, and they sent us 22 invoices for all three districts that had not been paid. A number of them were in the process but there were a couple invoices that we were waiting on Yellowstone to adjust the district based on where the service was done. This is one that took longer to get the invoice corrected. It was included with the big package you saw a couple months ago but we just had to get this one updated.

On MOTION by Mr. Baron seconded by Mr. Maynard with all in favor invoice JAX 740540 in the amount of \$1,537.60 was approved.

**SEVENTH ORDER OF BUSINESS****Consideration of Yellowstone Hurricane Pre-Approval Authorization**

Mr. deNagy stated this is consideration of Yellowstone hurricane preapproval authorization. This is a planning document and gives Yellowstone preauthorization in the case of any sort of storm, cleanup that needs to be done, it gives Yellowstone that authorization and it has prices listed.

Mr. Baron stated I know that there are prices listed in the contract for hurricane cleanup.

Mr. Scuncio stated we will honor the contract price.

On MOTION by Mr. Barom seconded by Mr. Cameron with all in favor the Yellowstone hurricane cleanup plan was approved with the rates listed in the contract.

**EIGHTH ORDER OF BUSINESS****Consideration of Proposal for Permanent Holiday Lighting**

Mr. Losco stated this is to review holiday cost options. There was a presentation by First Coast Trimlight for the product and it is utilized at Watersong and Residence of RiverTown. The lighting would be for the exterior of your buildings and the product has a lifetime warranty. The total linear feet for the amenity center is 1,235 that they would put on the building.

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Per the work sheet you will see the permanent lighting initial investment is \$78,296, your cost share would be \$24,835. The actual invoices for these buildings is \$46,900 for the Rivers Edge CDD. We brought in RiverTown Lighting Company and they did a proposal based on the holiday lighting and also all the accessories which includes the wreaths, garland, Christmas lighting décor, oak tree, the Christmas tree at the River Club and Chris asked about decorating the neighborhood monuments and the cost of doing that per year is \$43,086.

If you put the permanent lighting in for the first year plus the accessories that would cost about \$95,000. We backed into that, your cost to break even on that investment would be 2.2 years. Thereafter this district alone would be saving \$5,644 per year in cost savings with the lighting.

Mr. Cameron stated we would still have someone come in and put the wreaths up.

Mr. Losco stated correct and also the wreaths, etc. are a variable cost and can be determined such as the 29 monument signs that Supervisor White had requested a cost on, that is over \$8,000. All three districts per year after the break even would be saving over \$18,000 per year.

Mr. Baron stated we asked last time if there was any painting to be done prior to installation.

Mr. Davidson stated we would make sure it is done.

On MOTION by Mr. Baron seconded by Mr. White with all in favor the proposal for permanent holiday lighting in the amount of \$78,296 was approved with Rivers Edge's share being \$24,835.49.

## **NINTH ORDER OF BUSINESS**

### **Discussion of Alleyway Cost Share Request**

Mr. deNagy stated two meetings ago there was a discussion about an alleyway in the Gardens. The question was whether the alleyway would be cost shared.

Ms. Gentry stated the cost share agreement does include certain expenses related to roadways, but the alleyways are not classified as roadways under the cost sharing. Nothing prohibits the district from submitting a cost share request to the other districts, it is just not an item we automatically cost share.

Mr. Baron asked does anyone know if Rivers Edge II or III have alleyways in their development?

Mr. Davidson stated only in the original plat.

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Mr. McKendree stated the ones in the Meadows are not CDD owned.

Mr. Baron stated this gets added to the seven roads the county hasn't taken over as part of the Rivers Edge CDD, it now becomes CDD and we just ask for supplemental when it comes time for paving.

Ms. Gentry stated that is how you would treat it.

Mr. deNagy stated the alleyways are included in your capital reserve study.

Mr. Baron asked can we put that in for a Rivers Edge I, II, III cost share?

Mr. deNagy stated assuming you would like to make the request of II and III for supplemental cost share, subject to their approval.

Mr. Baron stated correct.

## **TENTH ORDER OF BUSINESS**

### **Ratification of Splash Pad Invoices**

Mr. deNagy stated this is the splash pad at the welcome center. This was a discussion item at the last meeting. Staff discussed to move forward with this repair because historically the District has done the repairs and maintenance. We are bringing these invoices before the Board for ratification because it's above Vesta and my spending threshold.

Mr. Baron stated this is where I disagree with Corbin's statement. In the past when we had splash pad repairs, we were back billing Mattamy. That was billed as an accessory, it is on property owned by Mattamy and is not a Rivers Edge I plot. It was built and designed as parents was touring through houses, it was not part of an amenity. I have always pushed to back bill Mattamy because at any time they can sell that property to a commercial asset. It is not part of Rivertown which is a discussion I asked legal to start with them about their intent with the welcome center. They own it, they repair it.

Ms. Gentry stated if I could frame our discussion, we had several calls about this. We discussed dividing this into two issues: past repairs and future repairs. You can look at what was done about past repairs versus how we proceed in the future. Expenditures have been made. We know the District has been performing this maintenance for years, but I don't know what has been back billed to Mattamy. The Health Department permits are in the District's name, so it is my understanding that if something were to go wrong the Health Department is coming after us. We have maintained it in the past, there was a new issue, and staff maintained it this time as well. But, recognizing that if it is still owned by Mattamy it is not unusual for a CDD to maintain community

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amenities even if they are still in the name of the developer. If you are asking is it illegal for us to spend money on this, not if it serves a public purpose. If the public is using this as an amenity you can spend money on it. Do you have to? That is how we get to the second question, how do you want to treat it going forward. Because we have dug and don't see any maintenance agreements or anything like that that obligate the CDD to continue maintaining this into the future. In performing this repair staff was following the procedure of maintaining things that we are on the hook for in the normal course of business. The board has an opportunity today and the second part of our discussion to say how you want us to treat this going forward. If you are willing to continue maintaining the splash pad I recommend documenting that with a maintenance agreement so that everything is papered, staff knows exactly what they are authorized to do, Mattamy has officially given us permission to come on their land and do that.

Mr. Cameron stated we need a maintenance agreement. The other thing is the agreement that it is always a cost share. If we are going to maintain it, it is for the entire three CDDs.

Mr. Baron asked can you see what Mattamy is willing to pay for the maintenance repair of that if we put it under a maintenance agreement? If they don't we will pick it up under a cost share with Rivers Edge I, II and III. Realize we are going to have some legal charges because we don't own the land when they sell it, we don't want to be responsible at that point. We need some verbiage in the agreement that says if the property gets sold to a third party we have to be notified and the maintenance agreement is then null and void with 60-day notice prior to cancellation.

Ms. Gentry stated if they sell to a third party when that sale is final.

Mr. White stated it is not listed on any document as an amenity of this community. It is not our property or our amenity, why are we taking care of it to begin with. I feel that it should all be on the Mattamy side.

Mr. Cameron stated residents use this splash pad.

Mr. McIntyre stated if it doesn't belong to us we should not be bearing the burden and if it is going to be kept and a feel-good thing to have and needs to be maintained, then the costs need to be shared also. Maybe we can claw back the full amount or at least a portion that is probably where we should start.

Mr. White stated it is part of the welcome center; we should push the entire burden of cost to them.



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Mr. Baron stated that is what we have done in the past. We have said we are not paying for it and Mattamy footed the bill and did the repair. These bills should go back to Mattamy, explain to them the situation, they own it. If you want the board to continue with the Health Department you have to pick up the expense. The first step is, this is their bill, they own the property.

Ms. Gentry stated what I'm hearing from the board is that you want to first ask Mattamy to pay that cost before we discuss any other motion.

Mr. Baron stated pay the invoices and back bill Mattamy.

Ms. Gentry stated you want Mattamy to pay the cost of the repair of the splash pad in exchange for the District managing the maintenance and being listed as responsible in the Health Department permit with the preference being Mattamy be responsible for the health department permit, correct?

On MOTION by Mr. Baron seconded by Mr. McIntyre with all in favor staff was authorized to pay the invoices and back bill Mattamy.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Discussion of Fiscal Year 2026 Budget**

Mr. deNagy stated you have the approved budget in the agenda package. There are no changes from what you saw at the last meeting. You are still looking at a 10% increase, but this is an opportunity to discuss the budget and make revisions.

#### **TWELFTH ORDER OF BUSINESS**

#### **Other Business**

There being none, the next item followed.

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

Mr. Cameron asked look into what our rules are going to be for when schools ask for the use of our fields. Rivers Edge II and III feel that they built the baseball fields and soccer field for the county and they said these fields were not built to take care of football and things like that and not willing to share the cost of the repair of these fields. If we approve the schools to use these fields in the future, Rivers Edge II and III will not pay for the repair.

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Mr. McIntyre stated it is not designed for that kind of traffic; the board needs to come up with some rules or just shut it down before it becomes an issue. He requested this item be on the next agenda.

Mr. deNagy stated the agreement with the football team was temporary and has expired.

#### **FOURTEENTH ORDER OF BUSINESS      Audience Comments**

Mr. Winter stated I have a background in software development and operations. I'm aware of how easy it is for individuals to knowingly or unknowingly release data to the wrong people and cause serious privacy and unsafe conditions. The flock system captures public data that is easily accessed by certain people. I am concerned about the motives and driving forces that cause the community to invest in the flock system. The sacrifice of privacy and security may not be worth it to me and other residents. Residents deserve to know specific reasons for the system. If we have real security threats, we deserve to know specifically what those are on a case by case basis. I'm concerned with the quality of communication from Vesta leadership; they were unwilling to meet with me to address my concerns about the system. I have had conversations with the St. Johns County Sheriff's Office about my concerns. They have a well-organized data process in place to ensure data security is maintained. I'm concerned about who has access to the data within Vesta or the CDD and other parties. I do not think anyone is doing anything wrong with our data, but they could easily do something that could harm our residents. I'm concerned what Flock can do with transportation data especially being able to sell it now or in the future, it is currently illegal for them to sell license plate data but if the law changes, they will already have the data and can access it quickly. I feel that much has been overlooked and my family's privacy and wellbeing is on the line. I would like a copy of all access to the flock system that shows who has entered the administrative portal at any time since its inception in our community including Vesta, flock personnel, IT technicians and St. Johns Sheriff's Office personnel and anyone else.

Mr. McIntyre stated if you will email the request we can process it.

Ms. Gentry stated for a public records request if you could send this to GMS and they will get you the public records that you request.

Ms. Nyman stated I have questions about the Rivertown app on my phone. For everything I see, people are asking questions and don't know you exist. We get a monthly or weekly

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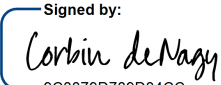
newsletter in our email, could that be updated to say we have this free app so you can find out everything you need. Is there an update coming on the parks and trails?

Mr. Losco stated the Rivertown application we put in an email that was sent twice weekly, and we will be glad to update that for you. Ms. Fatuch is in charge of the application. They had some bugs in the system, and they continue to try to work those kinks out. I will notify her that we need to put that in the eblast to the residents concerning the awareness that the application is available.

**FIFTEENTH ORDER OF BUSINESS****Next Scheduled Meeting – July 16, 2025 at  
11:00 a.m. at the RiverTown Amenity Center**

Mr. deNagy sated the next meeting is scheduled for July 16, 2025 at 11:00 a.m. in the same location.

On MOTION by Mr. McIntyre seconded by Mr. Baron with all in favor the meeting adjourned at 12:10 p.m.

Signed by:  
  
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Secretary/Assistant Secretary

Signed by:  
  
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Chairman/Vice Chairman