

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**August 18, 2020**

**BOARD OF SUPERVISORS**

**VIRTUAL/TELEPHONIC**

**PUBLIC HEARING AND**

**MEETING AGENDA**

**Three Rivers Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

August 11, 2020

Board of Supervisors  
Three Rivers Community Development District

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Public Hearing and Meeting on August 18, 2020 at 1:00 p.m., remotely, via Zoom, at <https://zoom.us/j/2043596216>, **Meeting ID 204 359 6216** or via phone at **1-929-205-6099**, **Meeting ID 204 359 6216**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Bio-Tech Consulting, Inc., Work Orders [Agreement for Wetland Monitoring and Reporting Services]
  - A. Work Order No. 3, Edwards Road Fire Station
  - B. Work Order No. 4, Boardwalks Permit Modification
4. Presentation of Engineer's 2020 Annual Report - Section 9.21 of Master Trust Indenture
5. Public Hearing on Adoption of Fiscal Year 2020/2021 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2020-10, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date
6. Consideration of Fiscal Year 2020/2021 Budget Funding Agreement
7. Acceptance of Unaudited Financial Statements as of July 31, 2020
8. Consideration of June 16, 2020 Zoom Teleconference Regular Meeting Minutes
9. Staff Reports
  - A. District Counsel: *Hopping Green & Sams, P.A.*

**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- B. District Engineer: *Dominion Engineering Group, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: September 15, 2020 at 1:00 PM
    - QUORUM CHECK

GRADY MIARS	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
LIAM O'REILLY	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
BLAKE WEATHERLY	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
ROSE BOCK	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE
MIKE TAYLOR	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> PHONE

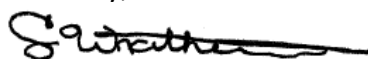
- 10. Board Members' Comments/Requests
- 11. Public Comments
- 12. Adjournment

"Further, please be advised that the Florida Governor's Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. Therefore, merely cleaning facilities, while extremely important and vital in this crisis, may not be enough to stop the spread of this virus."

"That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting may do so, via Zoom, at <https://zoom.us/j/2043596216>, Meeting ID **204 359 6216**, or via phone at **1-929-205-6099**, Meeting ID **204 359 6216**. Additionally, participants are encouraged to submit questions and comments to the District's manager in advance at 561-571-0010 or [wraithellc@whhassociates.com](mailto:wraithellc@whhassociates.com)."

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell  
 District Manager

**OPTIONS FOR MEETING PARTICIPATION**

<https://zoom.us/j/2043596216>

**MEETING ID: 204 359 6216**

**OR**

**CALL IN NUMBER: 1-929-205-6099**

**MEETING ID: 204 359 6216**

**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**AGREEMENT FOR WETLAND MONITORING AND REPORTING SERVICES  
WORK ORDER NO. 3**

**EDWARDS ROAD FIRE STATION**

**THIS WORK ORDER NO. 3** (the “**Work Order**”) is presented under that certain *Agreement for Wetland Monitoring and Reporting Services between Three Rivers Community Development District and Bio-Tech Consulting, Inc.*, dated September 2019 (together with any exhibits and amendments thereto, the “**Agreement**”). This Work Order is made and entered into this \_\_\_\_ day of May, 2020, by and between:

**Three Rivers Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Nassau County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

**Bio-Tech Consulting, Inc.**, a Florida corporation, whose address is 3025 East South Street, Orlando, Florida 32803 (the “**Contractor**”).

**1. SCOPE OF WORK.** In addition to the services described in the Agreement, the Contractor will provide the work described in **Attachment A** to this Work Order, including (1) a wetland delineation/vegetative analysis/report, and (2) performing general project coordination services, all as more particularly described therein (the “**Work**”).

**2. COMPENSATION.** The District agrees to compensate the Contractor for the Work at the rates provided at **Attachment A**, provided however that the total cost for the delineation report shall be \$1,900. The Contractor shall invoice the District for the Work pursuant to the terms of the Agreement. Such amount includes all materials and labor described in **Attachment A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

**3. ACCEPTANCE.** Execution of this Work Order will authorize the Contractor to complete the Work as outlined above in addition to the services set forth in the Agreement. The Contractor shall commence the aforesaid Work as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Order, remain in full force and effect. **Attachment A** shall be used for the sole purpose of identifying the Work and the amount to be paid for the Work. Furthermore, should there be any conflict between the applicable portions of **Attachment A** (price and description of Work) and the Agreement, the terms of the Agreement shall control.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Work Order to be executed the day and year first above written.

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT**



Liam O'Reilly, Chairman, Board of Supervisors

**BIO-TECH CONSULTING, INC.**



Signature

By: JOHN MZKLOS  
Print Name

Its: PRESIDENT  
Title

**Attachment A:      Scope of Work for Work Order No. 3**

**Attachment A**  
**Scope of Work for Work Order No. 3**



info@bio-techconsulting.com  
www.bio-techconsulting.com

May 12, 2020

Liam O'Reilly  
Three Rivers CDD  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092

**Proj: 1.60-ac. +/- Edwards Road Fire Station**  
**Nassau County, Florida**  
**Re: Proposal for Environmental Services – Wetland Delineation**  
**BTC Proposal No. 20-551**

Dear Mr. O'Reilly:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with the proposed fire station on Edwards Road in Nassau County, Florida. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,

John Miklos  
President

Attachments

Orlando Main Office  
7025 East South Street  
Orlando, FL 32804

Vero Beach Office  
4415 N.A.1A  
Suite 211  
Vero Beach, FL 32960

Jacksonville Office  
1157 Beach Boulevard  
Jacksonville Beach, FL 32250

Tampa Office  
6011 Benjamin Road  
Suite 101B  
Tampa, FL 33634

Key West Office  
2107 Key Plaza  
Suite 259  
Key West, FL 33040

Aquatic & Land  
Management Operations  
2325 Royston Road  
Orlando, FL 32817

407.894.5969  
877.894.5969  
407.894.5970 fax

Orlando    Vero Beach    Jacksonville    Tampa    Key West

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
1.60-ac. +/- EDWARDS ROAD FIRE STATION  
WETLAND DELINEATION  
BTC Proposal No. 20-551**

- EA - WETLAND DELINEATION/VEGETATIVE ANALYSIS/REPORT (10-15)**  
Bio-Tech Consulting, Inc. (BTC) will perform a delineation of on-site wetlands jurisdictional for the State and Federal regulatory agencies, and an assessment of on-site vegetative communities. BTC will delineate the wetland extents (if any) with sequentially-numbered surveyor ribbon, and will locate the delineation points with a hand-held GPS. A map will be provided illustrating the approximate wetland extents, and editable materials will be provided to the project engineer for incorporation in the development plans. BTC will prepare a preliminary environmental assessment (EA) report providing information such as on-site soil types, vegetative community descriptions, and on-site/nearby listed wildlife occurrences, habitat, or their sign. Please be advised that the wetland delineation will require location by a registered land surveyor prior to proceeding to permitting of any proposed on-site wetland impacts. Surveying costs are not included in this task.  
**TASK COST: \$1,900.00**

*Note: Although the report produced in this task can be used as a basis for the environmental portions of an Environmental Resource Permit (ERP) application and/or dredge/fill application for the State and Federal agencies, respectively; this task does not include the preparation of an environmental ERP. If wetland or other environmentally-sensitive impacts are determined to be likely through this preliminary investigation, we will provide a follow-up proposal to address any necessary work to authorize the development.*

- GENERAL PROJECT COORDINATION (45-00)**  
This task will include phone calls, correspondence, project meetings, etc. pertaining to the Phase 1 ESA and any additional copies, reliance letters or requested revisions after the fact. *Please note, there will be no billing under this task without prior authorization from the Client.*

**TASK COST: Hourly per Schedule**

INITIAL:  (BTC) \_\_\_\_\_ (Client)

 **Bio-Tech Consulting Inc.**  
Environmental and Permitting Services



**Bio-Tech Consulting, Inc.**  
**Time & Materials Schedule**

Expert Witness	\$275.00-350.00/Hour
President, John Miklos	\$200.00/Hour
Vice President/Directors	\$145.00/Hour
Project Manager	\$135.00/Hour
Wildlife Specialist	\$120.00/Hour
Field Biologist	\$100.00/Hour
Field Technician	\$90.00/Hour
GIS	\$90.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
John Miklos, President  
Bio-Tech Consulting, Inc.

5-11-2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

INITIAL:  (BTC) \_\_\_\_\_ (Client)

 **Bio-Tech Consulting Inc.**  
Environmental and Permitting Services

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Please check here if you prefer to receive a paper invoice

INITIAL:     *LO*     (BTC) \_\_\_\_\_ (Client)



**Bio-Tech Consulting, Inc.**  
**General Contract Conditions**

**SECTION 1: RESPONSIBILITIES**

- 1.1 Bio-Tech Consulting, Inc. heretofore referred to as the "Consultant" has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.
- 1.2 The "Client", or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.

**SECTION 5: BILLING AND PAYMENT**

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

**SECTION 6: OWNERSHIP OF DOCUMENTS**

- 6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

**SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility

to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

- 8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

#### **SECTION 9: INSURANCE**

- 9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

- 10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.
- 10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

**SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.
- 11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

**SECTION 12: ASSIGNS**

- 12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

**SECTION 13: GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**3B**

**AGREEMENT FOR WETLAND MONITORING AND REPORTING SERVICES  
WORK ORDER NO. 4**

**BOARDWALKS PERMIT MODIFICATION**

**THIS WORK ORDER NO. 4** (the “**Work Order**”) is presented under that certain *Agreement for Wetland Monitoring and Reporting Services between Three Rivers Community Development District and Bio-Tech Consulting, Inc.*, dated September 2019 (together with any exhibits and amendments thereto, the “**Agreement**”). This Work Order is made and entered into this 11<sup>th</sup> day of August, 2020, by and between:

**Three Rivers Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Nassau County, Florida, and whose mailing address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and


**Bio-Tech Consulting, Inc.**, a Florida corporation, whose address is 3025 East South Street, Orlando, Florida 32803 (the “**Contractor**”).

**1. SCOPE OF WORK.** In addition to the services described in the Agreement, the Contractor will provide the work described in **Attachment A** to this Work Order, including (1) USACE pre-app meeting, (2) USACE coordination, (3) SJRWMD pre-app meeting; (4) SJRWMD – ERP modification, (5) SJRWMD ERP modification RAI, and (6) performing general project coordination services, all as more particularly described therein (the “**Work**”).

**2. COMPENSATION.** The District agrees to compensate the Contractor for the Work at the rates provided in **Attachment A**. The Contractor shall invoice the District for the Work pursuant to the terms of the Agreement. Such amount includes all materials and labor described in **Attachment A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

**3. ACCEPTANCE.** Execution of this Work Order will authorize the Contractor to complete the Work as outlined above in addition to the services set forth in the Agreement. The Contractor shall commence the aforesaid Work as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Order, remain in full force and effect. **Attachment A** shall be used for the sole purpose of identifying the Work and the amount to be paid for the Work. Furthermore, should there be any conflict between the applicable portions of **Attachment A** (price and description of Work) and the Agreement, the terms of the Agreement shall control.

[Signatures on Following Page]





IN WITNESS WHEREOF, the parties hereto have caused this Work Order to be executed the day and year first above written.


**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:

*Liam O'Reilly*

Liam O'Reilly, Chairman, Board of Supervisors

**BIO-TECH CONSULTING, INC.**

  
Signature

By: *John Miklos*  
Print Name

Its: *President*  
Title

**Attachment A:      Scope of Work for Work Order No. 4**

*R*

**Attachment A**  
**Scope of Work for Work Order No. 4**



info@bio-techconsulting.com  
www.bio-techconsulting.com

July 16, 2020

Liam O'Reilly  
Three Rivers CDD  
2300 Glades Road  
Boca Raton, Florida 33431  
Address Line 2: Suite 410W

**Proj: Three Rivers Boardwalks Permit Modification**  
**Re: Proposal for Environmental Services - (BTC Proposal No. 20-817)**

Dear Liam:

Bio-Tech Consulting, Inc. (BTC) is pleased to provide this proposal for environmental services associated with Three Rivers Boardwalks Permit Modification in Nassau County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention. Thank you.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969.

Regards,  
Jason Milton  
Project Manager

Orlando Main Office  
3025 East South Street  
Orlando, FL 32803

Vero Beach Office  
4445 N. ALA  
Suite 221  
Vero Beach, FL 32963

Jacksonville Office  
1157 Beach Boulevard  
Jacksonville Beach, FL 32250

Tampa Office  
6011 Benjamin Road  
Suite 101B  
Tampa, FL 33634

Key West Office  
1107 Key Plaza  
Suite 259  
Key West, FL 33040

Aquatic & Land  
Management Operations  
3825 Rouse Road  
Orlando, FL 32817


407.894.5969  
877.894.5969  
407.894.5970 fax

Orlando    Vero Beach    Jacksonville    Tampa    Key West

Liam O'Reilly; Three Rivers CDD  
Three Rivers Boardwalks Permit Modification (BTC Proposal # 20-817)

**PROPOSAL FOR ENVIRONMENTAL SERVICES  
THREE RIVERS BOARDWALKS PERMIT MODIFICATION  
BTC PROPOSAL No. 20-817**

1. **USACE - PRE-APP MEETING (26-1)**  
BTC will attend any pre-application meeting with staff from the United States Army Corps of Engineers to discuss permitting implications for the project as dictated by the client's development goals.  
**TOTAL PRICE: \$600.00**
2. **USACE - COORDINATION (26-0)**  
BTC will coordinate with the United States Army Corps of Engineers regarding scheduling of meetings (in-house and/or on-site) and providing correspondence as requested.  
**Not to Exceed Total Price: \$2,000.00**
3. **SJRWMD - PRE-APP MEETING (20-1)**  
BTC will attend any pre-application meeting with staff from St. Johns River Water Management District to discuss permitting implications for the project as dictated by the client's development goals.  
**TOTAL PRICE: \$600.00**
4. **SJRWMD - ERP MODIFICATION (20-17)**  
Prepare and coordinate the environmental section of the Environmental Resource Permit Modification Application for the St. Johns River Water Management District for the newly proposed work, mitigation, etc. Please note this does not include any application fees.  
**Not to Exceed Total Price: \$3,375.00**
5. **SJRWMD - ERP MODIFICATION RAI (20-18)**  
Respond to any request for additional information sent out by the St. Johns River Water Management District regarding the Environmental Resource Permit modification.  
**Not to Exceed Total Price: \$3,375.00**
6. **GENERAL PROJECT COORDINATION (65-0)**  
Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.  
**TOTAL PRICE: Hourly**

INITIAL:  (BTC) \_\_\_\_\_ (Client)

 **Bio-Tech Consulting Inc.**  
Environmental and Permitting Services



Liam O'Reilly; Three Rivers CDD  
Three Rivers Boardwalks Permit Modification (BTC Proposal # 20-817)

**Bio-Tech Consulting, Inc.**  
**Time & Materials Schedule**

Expert Witness	\$275.00-\$350.00/Hour
President, John Miklos	\$200.00/hour
Vice President/Directors	\$145.00/Hour
Project Manager	\$135.00/Hour
Wildlife Specialist	\$120.00/Hour
Field Biologist	\$100.00/Hour
Field Technician	\$90.00/Hour
GIS	\$90.00/Hour
Administrative	\$45.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, Inc., and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.


**MUTUALLY UNDERSTOOD AND AGREED:**

  
\_\_\_\_\_  
John Miklos, President  
Bio-Tech Consulting, Inc.

July 16, 2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

INITIAL:  (BTC) \_\_\_\_\_ (Client)



Liam O'Reilly; Three Rivers CDD  
Three Rivers Boardwalks Permit Modification (BTC Proposal # 20-817)

Billing Information: Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Please check here if you prefer to receive a paper invoice

INITIAL: LO (BTC) \_\_\_\_\_ (Client)



A handwritten signature in black ink, consisting of several loops and a long tail, located in the bottom right corner of the page.

[9]

**Bio-Tech Consulting, Inc.**  
**General Contract Conditions**

**SECTION 1: RESPONSIBILITIES**

1.1 Bio-Tech Consulting, Inc. heretofore referred to as the "Consultant" has the responsibility for providing the services described under the "Scope of Services" section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The "Client", or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.



A handwritten signature in black ink, appearing to be a stylized 'M' or similar character, located in the bottom right corner of the page.

[7]

**SECTION 5: BILLING AND PAYMENT**

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

**SECTION 6: OWNERSHIP OF DOCUMENTS**

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

**SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility.

 **Bio-Tech Consulting Inc.**  
Environmental and Permitting Services



[iii]

to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### **SECTION 8: RISK ALLOCATION**

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

#### **SECTION 9: INSURANCE**

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.





[iv]

**SECTION 11: TERMINATION**

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

**SECTION 12: ASSIGNS**

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

**SECTION 13: GOVERNING LAW AND SURVIVAL**

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.



# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**



DOMINION ENGINEERING GROUP

June 26, 2020

Mr. James Perry  
**Three Rivers CDD**  
c/o Governmental Management Services, LLC  
1408 Hamlin Avenue, Unit E  
St. Cloud, Florida 34771

**Re: Engineer's 2020 Annual Report**  
**Section 9.21 of the Master Trust Indenture**  
**Three Rivers Community Development District**

Dear Mr. Perry:

In accordance with Section 9.21 of the Master Trust Indenture for the 2019 Bonds, we have completed our annual review of the portions of the project within the Three Rivers Community Development District (CDD) constructed to date. This letter report is based on my site inspections and it is not intended to be exhaustive or comprehensive, but only an annual review of the District owned, and operated facilities to verify if these facilities appeared to be well maintained and are in good condition.

The first phase of construction work is still under construction and maintenance will begin once it is completed later this calendar year. Based on our June 15, 2020 field review, we found that the CDD owned facilities are nearly constructed for the Phase 1A, Unit 1 which contains the Spine Road and residential roads. It is anticipated that the Unit 1 facilities will be open and operational in August 2020. The Units 2 and 3 are also under construction and we anticipate completion by the fourth quarter of 2020. Once the contractor has constructed the facilities in phases the Three Rivers Community Development District will take over maintenance.

We are not qualified to provide specific insurance coverage recommendations and recommend that the insurance coverage amounts be reviewed by the District Manager annually to confirm that the coverages and current replacement costs are appropriate as the project is developed. We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,  
**Dominion Engineering Group, Inc.**

William E. Schaefer, PE  
District Engineer

**Dominion Engineering Group, Inc.**  
4348 Southpoint Blvd, Suite 201  
Jacksonville, Florida 32216  
904-854-4500 [www.DOM-ENG.com](http://www.DOM-ENG.com)



**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5A**



(/)

GO

[HOME \(/\)](#)   [WHY PUBLIC NOTICES \(/WHY-PUBLIC-NOTICES/\)](#)   [SEARCH THE NOTICES \(/SEARCH/\)](#)  
[REGISTER \(/MEMBER/REGISTER\)](#)   [SUPPORT & CONTACT INFO \(/SUPPORT/\)](#)   **MENU »**

[Search Again \(/search/\)](#) |    Newest First    Oldest First    Keyword Relevance     
[Archives \(/search/archive/\)](#)

Showing results **1** through **2** of **2**  
(1 Pages)

Show results beginning at page:

**Nassau County Record**

July 29, 2020

Government Publications - Notices of Hearings

-----

**NOTICE OF PUBLIC MEETING**

The South Amelia Island Shore Stabilization Association, Inc. will hold a Board of Trustees Meeting on August 12, 2020, at 2:00p.m., via ZOOM. To attend this meeting, please call (904) 277-5123 for the link to the meeting.

FNL 2T 07-29 & 08-05-2020

#589538

-----

**THREE RIVERS COMMUNITY**

**DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC**

**HEARING TO CONSIDER**

**THE ADOPTION OF THE FISCAL**

**YEAR 2020/2021 BUDGETS;**

**NOTICE OF POSSIBLE REMOTE**

**PROCEDURES DURING PUBLIC**

**HEALTH EMERGENCY DUE TO**

**COVID-19; AND NOTICE OF**

**REGULAR BOARD OF**

**SUPERVISORS MEETING.**

The Board of Supervisors (Board) of the Three Rivers Community Development District (District) will hold a public hearing on August 18, 2020 at 1:00 p.m., at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034 for the purpose of hearing comments and objections on the adoption of the proposed budgets (Proposed Budget) of the District for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (Fiscal Year 2020/2021). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (District Managers Office) , during normal business hours or on the District s website at <https://threeriverscdd.com/>.

It is anticipated that the public hearing and meeting will take place at the location provided above. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69 and 20-150, issued by Governor

DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so remotely via Zoom at <https://zoom.us/j/2043596216>, Meeting ID 204 359 6216 or telephonically at 1-929-205-6099, Meeting ID, 204 359 6216. Participants are strongly encouraged to submit questions and comments to the District Managers Office at [info@threeriverscdd.com](mailto:info@threeriverscdd.com) or by calling (561) 571-0010 at least 48 hours in advance of the meeting to facilitate the Boards consideration of such questions and comments during the meeting.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

Craig Wrathell

District Manager

FNL 07-29 & 08-05-2020

#589982

-----

## **Fernandina Beach News-Leader**

July 29, 2020

Government Publications - Notices of Hearings

-----

### **NOTICE OF PUBLIC MEETING**

The South Amelia Island Shore Stabilization Association, Inc. will hold a Board of Trustees Meeting on August 12, 2020, at 2:00p.m., via ZOOM. To attend this meeting, please call (904) 277-5123 for the link to the meeting.



-----

THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC  
HEARING TO CONSIDER  
THE ADOPTION OF THE FISCAL  
YEAR 2020/2021 BUDGETS;  
NOTICE OF POSSIBLE REMOTE  
PROCEDURES DURING PUBLIC  
HEALTH EMERGENCY DUE TO  
COVID-19; AND NOTICE OF  
REGULAR BOARD OF  
SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Three Rivers Community Development District (District) will hold a public hearing on August 18, 2020 at 1:00 p.m., at the Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034 for the purpose of hearing comments and objections on the adoption of the proposed budgets (Proposed Budget) of the District for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (Fiscal Year 2020/2021). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Ph: (561) 571-0010 (District Managers Office) , during normal business hours or on the District s website at <https://threeriverscdd.com/>.

It is anticipated that the public hearing and meeting will take place at the location provided above. In the event that the COVID-19 public health emergency prevents the hearing and meeting from occurring in-person, the District may conduct the public hearing by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69 and 20-150, issued by Governor DeSantis, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

While it may be necessary to hold the above referenced public hearing and meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. To that end, anyone wishing to listen to and/or participate in the meeting can do so remotely via Zoom at <https://zoom.us/j/2043596216>, Meeting ID 204 359 6216 or telephonically at 1-929-205-6099, Meeting ID, 204 359 6216. Participants are strongly encouraged to submit questions and comments to the District Managers Office at [info@threeriverscdd.com](mailto:info@threeriverscdd.com) or by calling (561)

571-0010 at least 48 hours in advance of the meeting to facilitate the Boards consideration of such questions and comments during the meeting.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Managers Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

Craig Wrathell  
District Manager  
FNL 07-29 & 08-05-2020  
#589982  
-----

Show results beginning at page:

## PUBLIC RECORDS SEARCH



First Name

Last Name

Start Search

---

Powe

**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

## RESOLUTION 2020-10

### THE ANNUAL APPROPRIATION RESOLUTION OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Three Rivers Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Three Rivers Community Development District for the Fiscal Year Ending September 30, 2021."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$1,278,418 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 272,912
DEBT SERVICE FUND - (SERIES 2019)	<u>\$1,005,506</u>
TOTAL ALL FUNDS	\$1,278,418

**SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 18<sup>th</sup> DAY OF AUGUST, 2020.**

ATTEST:

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Exhibit A

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2021  
UPDATED AUGUST 13, 2020**



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2 - 3
Debt Service Fund Budget - Series 2019A-1	4
Amortization Schedule - Series 2019A-1	5 - 6
Debt Service Fund Budget - Series 2019A-2	7
Amortization Schedule - Series 2019A-2	8

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2021**

	Fiscal Year 2020				Proposed Budget FY 2021
	Adopted Budget FY 2020	Actual through 3/31/2020	Projected through 9/30/2020	Total Actual & Projected	
<b>REVENUES</b>					
Developer contribution	\$ 113,962	\$ 50,519	\$ 67,620	\$ 118,139	\$ 272,912
Total revenues	<u>113,962</u>	<u>50,519</u>	<u>67,620</u>	<u>118,139</u>	<u>272,912</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisor fees	12,000	3,200	5,800	9,000	12,000
FICA	918	245	444	689	918
Engineering	12,000	-	5,000	5,000	12,000
Attorney	25,000	11,522	13,478	25,000	25,000
Arbitrage	-	-	450	450	450
Assessment administration	-	-	-	-	5,000
Dissemination agent	-	1,750	1,750	3,500	3,500
Trustee	-	-	5,000	5,000	5,000
Audit	-	4,100	-	4,100	4,200
Management	45,000	22,500	22,500	45,000	45,000
Website creation	-	-	1,875	1,875	-
Information technology	3,700	1,250	1,250	2,500	3,700
Telephone	544	108	142	250	544
Postage	1,000	86	164	250	1,000
Insurance	6,000	5,125	-	5,125	6,000
Printing & binding	1,200	1,005	995	2,000	2,000
Legal Advertising	5,000	5,027	2,973	8,000	5,000
Other current charges	800	-	100	100	800
Office supplies	625	50	75	125	625
Dues, licenses & subscriptions	175	175	-	175	175
Total professional & administrative	<u>113,962</u>	<u>56,143</u>	<u>61,996</u>	<u>118,139</u>	<u>132,912</u>
<b>Operations &amp; maintenance</b>					
Landscape maintenance	-	-	-	-	65,000
Landscape contingency	-	-	-	-	7,000
Utilities	-	-	-	-	50,000
Lake/stormwater maintenance	-	-	-	-	8,000
Irrigation repairs	-	-	-	-	10,000
Total operations & maintenance	-	-	-	-	140,000
Total expenditures	<u>113,962</u>	<u>56,143</u>	<u>61,996</u>	<u>118,139</u>	<u>272,912</u>
Net increase/(decrease) of fund balance	-	(5,624)	5,624	-	-
Fund balance - beginning (unaudited)	-	6,813	1,189	6,813	-
Fund balance - ending (projected)	<u>\$ -</u>	<u>\$ 1,189</u>	<u>\$ 6,813</u>	<u>\$ -</u>	<u>\$ -</u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**Expenditures**

**Professional & administrative**

Supervisor fees	\$ 12,000
Statutory set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
FICA	918
Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.	
Engineering	12,000
The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District has contracted with Dominion Engineering Group, Inc.	
Attorney	25,000
Hopping, Green & Sams provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Arbitrage	450
To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Assessment administration	5,000
Dissemination agent	3,500
The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.	
Trustee	5,000
Annual fee paid to Wilmington Trust for the services provided as trustee, paying agent and registrar.	
Audit	4,200
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Management	45,000
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	
Information technology	3,700
Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.	
<b>EXPENDITURES (continued)</b>	
Telephone	544
Telephone and fax machine.	
Postage	1,000
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	6,000
The District's general liability, public officials liability and property insurance coverages.	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**Expenditures (continued)**

Printing & binding	2,000
Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.	
Legal Advertising	5,000
The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.	
Other current charges	800
Bank charges and any other miscellaneous expenses incurred during the year.	
Office supplies	625
Bank charges and any other miscellaneous expenses incurred during the year.	
Dues, licenses & subscriptions	175
Annual fee paid to the Florida Department of Community Affairs.	
<b>Operations &amp; maintenance</b>	
Landscape maintenance	65,000
Estimated costs that the District will incur to maintain the landscaping within the common areas of the District after installation of landscape material has been completed.	
Landscape contingency	7,000
Estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.	
Utilities	50,000
Estimated costs for any utilities such as electric, streetlights, water that may come online during the fiscal year.	
Lake/stormwater maintenance	8,000
Estimated costs for maintenance of all lakes and stormwater that will be maintained by the District.	
Irrigation repairs	10,000
Estimated costs for any repairs to the irrigation system.	
Total expenditures	<u><u>\$ 272,912</u></u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2019A-1  
FISCAL YEAR 2021**

	Fiscal Year 2020				Proposed Budget FY 2021
	Adopted Budget FY 2020	Actual Through 3/31/2020	Projected Through 9/30/2020	Total Actual & Projected	
<b>REVENUES</b>					
Off-roll assessments	\$ -	\$ -	\$ -	\$ -	\$ 1,000,506
Interest	13,800	10,200	-	15,000	5,000
Total revenues	<u>13,800</u>	<u>10,200</u>	<u>-</u>	<u>15,000</u>	<u>1,005,506</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	-	-	-	-	270,000
Interest 11/1	63,335	63,335	-	63,335	367,753
Interest 5/1	367,753	-	367,753	367,753	367,753
Total expenditures	<u>431,088</u>	<u>63,335</u>	<u>367,753</u>	<u>431,088</u>	<u>1,005,506</u>
Excess/(deficiency) of revenues over/(under) expenditures	(417,288)	(53,135)	(367,753)	(416,088)	-
Fund balance:					
Net increase/(decrease) in fund balance	(417,288)	(53,135)	(367,753)	(416,088)	-
Beginning fund balance (unaudited)	809,688	1,799,826	1,746,691	1,799,826	1,383,738
Ending fund balance (projected)	<u>\$ 392,400</u>	<u>\$ 1,746,691</u>	<u>\$ 1,378,938</u>	<u>\$ 1,383,738</u>	<u>1,383,738</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,001,063)
Interest expense - November 1, 2021					<u>(362,522)</u>
Projected fund balance surplus/(deficit) as of September 30, 2021					<u>\$ 20,153</u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2019A-1 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/20			367,753.13	367,753.13	16,170,000.00
11/01/20			367,753.13	367,753.13	16,170,000.00
05/01/21	270,000.00	3.875%	367,753.13	637,753.13	15,900,000.00
11/01/21			362,521.88	362,521.88	15,900,000.00
05/01/22	280,000.00	3.875%	362,521.88	642,521.88	15,620,000.00
11/01/22			357,096.88	357,096.88	15,620,000.00
05/01/23	290,000.00	3.875%	357,096.88	647,096.88	15,330,000.00
11/01/23			351,478.13	351,478.13	15,330,000.00
05/01/24	300,000.00	3.875%	351,478.13	651,478.13	15,030,000.00
11/01/24			345,665.63	345,665.63	15,030,000.00
05/01/25	315,000.00	4.125%	345,665.63	660,665.63	14,715,000.00
11/01/25			339,168.75	339,168.75	14,715,000.00
05/01/26	325,000.00	4.125%	339,168.75	664,168.75	14,390,000.00
11/01/26			332,465.63	332,465.63	14,390,000.00
05/01/27	340,000.00	4.125%	332,465.63	672,465.63	14,050,000.00
11/01/27			325,453.13	325,453.13	14,050,000.00
05/01/28	355,000.00	4.125%	325,453.13	680,453.13	13,695,000.00
11/01/28			318,131.25	318,131.25	13,695,000.00
05/01/29	370,000.00	4.125%	318,131.25	688,131.25	13,325,000.00
11/01/29			310,500.00	310,500.00	13,325,000.00
05/01/30	385,000.00	4.500%	310,500.00	695,500.00	12,940,000.00
11/01/30			301,837.50	301,837.50	12,940,000.00
05/01/31	405,000.00	4.500%	301,837.50	706,837.50	12,535,000.00
11/01/31			292,725.00	292,725.00	12,535,000.00
05/01/32	425,000.00	4.500%	292,725.00	717,725.00	12,110,000.00
11/01/32			283,162.50	283,162.50	12,110,000.00
05/01/33	440,000.00	4.500%	283,162.50	723,162.50	11,670,000.00
11/01/33			273,262.50	273,262.50	11,670,000.00
05/01/34	465,000.00	4.500%	273,262.50	738,262.50	11,205,000.00
11/01/34			262,800.00	262,800.00	11,205,000.00
05/01/35	485,000.00	4.500%	262,800.00	747,800.00	10,720,000.00
11/01/35			251,887.50	251,887.50	10,720,000.00
05/01/36	505,000.00	4.500%	251,887.50	756,887.50	10,215,000.00
11/01/36			240,525.00	240,525.00	10,215,000.00
05/01/37	530,000.00	4.500%	240,525.00	770,525.00	9,685,000.00
11/01/37			228,600.00	228,600.00	9,685,000.00
05/01/38	555,000.00	4.500%	228,600.00	783,600.00	9,130,000.00
11/01/38			216,112.50	216,112.50	9,130,000.00
05/01/39	580,000.00	4.500%	216,112.50	796,112.50	8,550,000.00
11/01/39			203,062.50	203,062.50	8,550,000.00
05/01/40	605,000.00	4.750%	203,062.50	808,062.50	7,945,000.00
11/01/40			188,693.75	188,693.75	7,945,000.00
05/01/41	635,000.00	4.750%	188,693.75	823,693.75	7,310,000.00
11/01/41			173,612.50	173,612.50	7,310,000.00
05/01/42	665,000.00	4.750%	173,612.50	838,612.50	6,645,000.00
11/01/42			157,818.75	157,818.75	6,645,000.00
05/01/43	700,000.00	4.750%	157,818.75	857,818.75	5,945,000.00
11/01/43			141,193.75	141,193.75	5,945,000.00
05/01/44	735,000.00	4.750%	141,193.75	876,193.75	5,210,000.00

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2019A-1 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/44			123,737.50	123,737.50	5,210,000.00
05/01/45	770,000.00	4.750%	123,737.50	893,737.50	4,440,000.00
11/01/45			105,450.00	105,450.00	4,440,000.00
05/01/46	805,000.00	4.750%	105,450.00	910,450.00	3,635,000.00
11/01/46			86,331.25	86,331.25	3,635,000.00
05/01/47	845,000.00	4.750%	86,331.25	931,331.25	2,790,000.00
11/01/47			66,262.50	66,262.50	2,790,000.00
05/01/48	885,000.00	4.750%	66,262.50	951,262.50	1,905,000.00
11/01/48			45,243.75	45,243.75	1,905,000.00
05/01/49	930,000.00	4.750%	45,243.75	975,243.75	975,000.00
11/01/49			23,156.25	23,156.25	975,000.00
05/01/50	975,000.00	4.750%	23,156.25	998,156.25	-
<b>Total</b>	<b>16,170,000.00</b>		<b>14,151,418.82</b>	<b>30,321,418.82</b>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2019A-2  
FISCAL YEAR 2021**

	Fiscal Year 2020			Total Revenue & Expenditures	Proposed Budget FY 2021
	Adopted Budget FY 2020	Actual Through 3/31/2020	Projected Through 9/30/2020		
<b>REVENUES</b>					
Off-roll assessments	\$ 1,200	\$ -	\$ 1,200	\$ 1,200	\$ 74,812
Total revenues	<u>1,200</u>	<u>-</u>	<u>1,200</u>	<u>1,200</u>	<u>74,812</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Interest 11/1	6,442	6,442	-	6,442	37,406
Interest 5/1	37,406	-	37,406	37,406	37,406
Total expenditures	<u>43,848</u>	<u>6,442</u>	<u>37,406</u>	<u>43,848</u>	<u>74,812</u>
Excess/(deficiency) of revenues over/(under) expenditures	(42,648)	(6,442)	(36,206)	(42,648)	-
Fund balance:					
Net increase/(decrease) in fund balance	(42,648)	(6,442)	(36,206)	(42,648)	-
Beginning fund balance (unaudited)	70,408	156,145	149,703	156,145	113,497
Ending fund balance (projected)	<u>\$ 27,760</u>	<u>\$ 149,703</u>	<u>\$ 113,497</u>	<u>\$ 113,497</u>	<u>113,497</u>
Use of fund balance:					
Debt service reserve account balance (required)					(74,813)
Interest expense - November 1, 2021					(37,406)
Projected fund balance surplus/(deficit) as of September 30, 2021					<u>\$ 1,278</u>



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2019A-2 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/20			37,406.25	37,406.25	1,575,000.00
05/01/21			37,406.25	37,406.25	1,575,000.00
11/01/21			37,406.25	37,406.25	1,575,000.00
05/01/22			37,406.25	37,406.25	1,575,000.00
11/01/22			37,406.25	37,406.25	1,575,000.00
05/01/23			37,406.25	37,406.25	1,575,000.00
11/01/23			37,406.25	37,406.25	1,575,000.00
05/01/24			37,406.25	37,406.25	1,575,000.00
11/01/24			37,406.25	37,406.25	1,575,000.00
05/01/25			37,406.25	37,406.25	1,575,000.00
11/01/25			37,406.25	37,406.25	1,575,000.00
05/01/26			37,406.25	37,406.25	1,575,000.00
11/01/26			37,406.25	37,406.25	1,575,000.00
05/01/27			37,406.25	37,406.25	1,575,000.00
11/01/27			37,406.25	37,406.25	1,575,000.00
05/01/28			37,406.25	37,406.25	1,575,000.00
11/01/28			37,406.25	37,406.25	1,575,000.00
05/01/29	1,575,000.00	4.750%	37,406.25	1,612,406.25	-
<b>Total</b>	<b>1,575,000.00</b>		<b>673,312.50</b>	<b>2,248,312.50</b>	

**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2020/2021 FUNDING AGREEMENT**

This agreement ("**Agreement**") is made and entered into this 18<sup>th</sup> day of August, 2020, by and between:

**Three Rivers Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Nassau County, Florida ("**District**"), and

**Three Rivers Developers, LLC**, a Delaware limited liability company and a landowner in the District with an address of 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 ("**Landowner**").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Nassau County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Landowner presently owns the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("**Fiscal Year 2020/2021 Budget**"); and

**WHEREAS**, this Fiscal Year 2020/2021 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2020/2021 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Landowner is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

**WHEREAS**, the Landowner agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

**WHEREAS**, the Landowner has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

**WHEREAS**, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Landowner agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2020/2021 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Landowner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2020/2021 Budget" in the public records of Nassau County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2020/2021 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole

discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

**3. ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Landowner in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

**4. AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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.

**5. AUTHORIZATION.** The execution of this 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. ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other 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 and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**IN WITNESS WHEREOF,** the parties execute this Agreement the day and year first written above.

Attest:

**Three Rivers Community  
Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Three Rivers Developers, LLC**  
**a Delaware limited liability company**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A:** Property Description

**EXHIBIT B:** Fiscal Year 2020/2021 Budget



# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2020**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2020**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Capital Projects Fund Series 2019	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 1,059	\$ -	\$ -	\$ -	\$ 1,059
Investments					
Revenue	-	5,878	438	-	6,316
Reserve	-	1,001,062	74,812	-	1,075,874
Construction - master	-	-	-	1,896,697	1,896,697
Construction - neighborhood	-	-	-	3,001,486	3,001,486
Capitalized interest	-	372,153	37,854	-	410,007
Total assets	<u>\$ 1,059</u>	<u>\$1,379,093</u>	<u>\$ 113,104</u>	<u>\$4,898,183</u>	<u>\$ 6,391,439</u>
<b>LIABILITIES</b>					
Liabilities:					
Accounts payable	\$ 7,319	\$ -	\$ -	\$ -	7,319
Retainage payable	-	-	-	117,934	117,934
Total liabilities	<u>7,319</u>	<u>-</u>	<u>-</u>	<u>117,934</u>	<u>125,253</u>
<b>FUND BALANCES</b>					
Assigned:					
Restricted for					
Debt service	-	1,379,093	113,104	-	1,492,197
Capital projects	-	-	-	4,780,249	4,780,249
Unassigned	(6,260)	-	-	-	(6,260)
Total fund balances	<u>(6,260)</u>	<u>1,379,093</u>	<u>113,104</u>	<u>4,780,249</u>	<u>6,266,186</u>
Total liabilities and fund balances	<u>\$ 1,059</u>	<u>\$1,379,093</u>	<u>\$ 113,104</u>	<u>\$ 4,898,183</u>	<u>\$ 6,391,439</u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED JUNE 30, 2020**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Developer contribution	\$ -	\$ 67,953	\$ 113,962	60%
Total revenues	<u>-</u>	<u>67,953</u>	<u>113,962</u>	60%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor fees	2,200	5,400	12,000	45%
FICA	168	413	918	45%
Engineering	1,215	1,215	12,000	10%
Attorney	(1,215)	13,110	25,000	52%
Dissemination agent	292	2,625	-	N/A
Audit	-	4,100	-	N/A
Management	3,750	33,750	45,000	75%
Information technology	208	1,875	1,825	103%
ADA website compliance*	-	1,875	1,875	100%
Telephone	14	142	544	26%
Postage	69	192	1,000	19%
Insurance	-	5,125	6,000	85%
Printing & binding	166	1,454	1,200	121%
Legal advertising	610	6,609	5,000	132%
Other current charges	-	-	800	0%
Office supplies	18	91	625	15%
Dues, licenses & subscriptions	-	175	175	100%
Total professional & administrative	<u>7,495</u>	<u>78,151</u>	<u>113,962</u>	69%
<b>Operations &amp; maintenance</b>				
Utilities	2,875	2,875	-	N/A
Total operations & maintenance	<u>2,875</u>	<u>2,875</u>	<u>-</u>	N/A
Total expenditures	<u>10,370</u>	<u>81,026</u>	<u>113,962</u>	71%
Excess/(deficiency) of revenues over/(under) expenditures	(10,370)	(13,073)	-	
Fund balances - beginning	4,110	6,813	-	
Fund balances - ending	<u>\$ (6,260)</u>	<u>\$ (6,260)</u>	<u>\$ -</u>	

\*The expenses were previously budgeted for and reflected in Information technology, and have now been split accordingly

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019A-1 BONDS  
FOR THE PERIOD ENDED JUNE 30, 2020**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Interest	\$ 7	\$ 10,355	\$ 13,800	75%
Total revenues	<u>7</u>	<u>10,355</u>	<u>13,800</u>	75%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest 11/1	-	63,335	63,335	100%
Interest 5/1	-	367,753	367,753	100%
Total debt service	<u>-</u>	<u>431,088</u>	<u>431,088</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	7	(420,733)	(417,288)	
Fund balances - beginning	<u>1,379,086</u>	<u>1,799,826</u>	<u>809,688</u>	
Fund balances - ending	<u><u>\$ 1,379,093</u></u>	<u><u>\$ 1,379,093</u></u>	<u><u>\$ 392,400</u></u>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019A-2 BONDS  
FOR THE PERIOD ENDED JUNE 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Interest	\$ -	\$ 807	\$ 1,200	67%
Total revenues	<u>-</u>	<u>807</u>	<u>1,200</u>	<u>67%</u>
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest 11/1	-	6,442	6,442	100%
Interest 5/1	-	37,406	37,406	100%
Total debt service	<u>-</u>	<u>43,848</u>	<u>43,848</u>	<u>100%</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(43,041)	(42,648)	
Fund balances - beginning	113,104	156,145	70,408	
Fund balances - ending	<u>\$ 113,104</u>	<u>\$ 113,104</u>	<u>\$ 27,760</u>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2019 BONDS  
FOR THE PERIOD ENDED JUNE 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ 30	\$ 64,794
Total revenues	<u>30</u>	<u>64,794</u>
<b>EXPENDITURES</b>		
Capital outlay - master	31,425	3,141,337
Capital outlay - neighborhood	24,834	4,635,461
Total expenditures	<u>56,259</u>	<u>7,776,798</u>
Excess/(deficiency) of revenues over/(under) expenditures	(56,229)	(7,712,004)
Fund balances - beginning	<u>4,836,478</u>	<u>12,492,253</u>
Fund balances - ending	<u>\$ 4,780,249</u>	<u>\$ 4,780,249</u>

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**



**MINUTES OF MEETING  
THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Three Rivers Community Development District was held on Tuesday June 16, 2020 at 1:00 p.m. via Zoom Teleconference.

Present and constituting a quorum were:

Liam O'Reilly	Chairman
Mike Taylor	Vice Chairman
Blake Weatherly	Supervisor
Rose Bock	Supervisor

Also, present were:

Jim Perry	District Manager/GMS
Wes Haber	Counsel/Hopping Green and Sams
<i>Bill Schaeffer</i>	<i>Engineer/Dominion Engineering</i>
<i>Craig Wrathell</i>	

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Perry: There are no members of the public here today.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the May 19<sup>th</sup>,  
2020 Meeting**

Mr. Perry: Are there any comments, corrections, or additions to the minutes?

Mr. Taylor: I have none.

Ms. Bock: No changes.

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor, the Minutes of the May 19th, 2020 Meeting, were approved.
---

**FOURTH ORDER OF BUSINESS**

**Discussion of Fiscal Year 2021 Approved Budget (budget hearing and adoption scheduled for 8/18/2020)**

Mr. Perry: Item number 4 is just a place holder that we have. Last month the budget was approved and the adoption is slated for August 18<sup>th</sup>, 2020. Unless there are any questions about the approved budget we can move on.

Mr. Taylor: No questions.

**FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-08 Election of Officers**

Mr. Perry: This is included in your agenda package. What this does is consider the new officers that will transition effective July 1<sup>st</sup>. Are there any questions in regards to that resolution?

Mr. Taylor: No questions.

On MOTION by Mr. Taylor seconded by Mr. O'Reilly with all in favor, Consideration of Resolution 2020-08 Election of Officers, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-09, Designating Signatories**

Mr. Perry: That resolution is approving designating the signatories. This provides for various officers to be able to sign on behalf of the district. This is a standard form resolution. Unless you have any questions, I'd ask for motion to approve.

On MOTION by Mr. O'Reilly seconded by Ms. Bock with all in favor, Consideration of Resolution 2020-09 Designating Signatories, was approved.

**SEVENTH ORDER OF BUSINESS**

**Ratification/Consideration of Requisitions**

Mr. Perry: You have Requisitions #80 through #86. I believe that the Board has been provided a copy of those requisitions. I'll turn it over to the engineer for any questions.

**Mr. O'Reilly: It is all standard invoicing for our sitework contract and cost for legal, engineering, and direct purchase of materials for sitework.**

**Mr. Perry: Correct.**

**Mr. Schaeffer: There is also some landscape architect planning work going on.**

On MOTION by Mr. O'Reilly seconded by Mr. Weatherly with all in favor, Requisitions #80-#86, were ratified.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Counsel**

Mr. Haber: I don't have an update unless there are any questions. We are still working with Liam to finalize the agreement with Auld & White for the amenity facility.

Mr. O'Reilly: We are very, very close on that. I had a good discussion with Auld & White on a couple of terms but hopefully we will be ready to wrap that up this week.

**B. District Engineer**

Mr. Perry: Any reports for the Board Bill?

Mr. Schaffer: With regards to construction, Phase 1 is moving along really well. The asphalt is down and we are doing our final closeout paperwork. We completed our pressure test onsite and all of the pipes passed, all of the pressure pipes. We are waiting on some power to get over to the pump station. We have one major pump station for the project. As soon as we receive that we will start doing our pump station prestarts and startups.

Mr. Perry: Anything else for the district engineer?

**B. District Manager**

Mr. Perry: We are in the process of transitioning everything over to Wrathell and in part of that the records of the district are being shipped over. We will probably do that at the end of this week or beginning of next week. We will continue to help in the transition as much as possible and be in coordination with Craig.

**NINETH ORDER OF BUSINESS**

**Financial Statements as of May 31<sup>st</sup>, 2020**

Mr. Perry: Included in your agenda package under section 9 is the Balance Sheet as of May 31<sup>st</sup>, and the statement of revenues and expenditures through May 31<sup>st</sup> for the general fund. We have our Debit Service Fund and also our Capital Projects Fund. You also have a month by month analysis of the revenues and expenditures of the district along with an analysis of all the developer contributions and funding requests that have been processed. You also have a report in regards to the requisitions that have been processed by the district in regards to the bonds.

**TENTH ORDER OF BUSINESS**

**Approval of Fiscal Year 2020 Funding Request No. 9**

Mr. Perry: Request number 9 for funding totals \$8,790.91. We would ask for a motion to approve the funding request.

On MOTION by Mr. O’Reilly seconded by Mr. Taylor with all in favor, Funding Request No. 9, was approved.

**ELEVENTH ORDER OF BUSINESS**

**Supervisors’ Requests**

There being none, the next item followed.

**TWELFTH ORDER OF BUSINESS**

**Next Scheduled Meeting – July 21<sup>st</sup>, 2020 at 1:00 p.m. at the Amelia Walk Amenity Center**

Mr. Perry: The next meeting will be July 21<sup>st</sup>, 2020 at 1:00 p.m. The Governor’s order expires July 7<sup>th</sup> in regards to Zoom meetings. So, I’m anticipating that you’ll have to have a physical meeting at the time unless that extension or some type of extension takes place.

Mr. Haber: Jim, I think that was reduced to the end of June.

Mr. Perry: Okay.

Mr. Haber: It’s always subject to change based on the number of cases but for the time being they cut it a little shorter.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Perry: Unless we have anything else, is there a motion to adjourn?

On MOTION by Ms. Bock seconded by Mr. O’Reilly with all in favor, meeting adjourned.

---

Secretary / Assistant Secretary

---

Chairman / Vice Chairman

**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**9C**

## THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE

#### LOCATION

*Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2019 <b>CANCELED</b>	Regular Meeting	1:00 PM
November 19, 2019	Regular Meeting	1:00 PM
December 17, 2019	Regular Meeting	5:00 PM
January 21, 2020	Regular Meeting	1:00 PM
February 12, 2020 <b>CANCELED</b>	Regular Meeting	5:00 PM
March 17, 2020	Regular Meeting	1:00 PM
April 21, 2020	Virtual Public Meeting	5:00 PM
April 22, 2020	Virtual Public Meeting	1:00 PM
May 19, 2020	Virtual Public Meeting	1:00 PM
June 16, 2020	Virtual Public Meeting	5:00 PM
July 21, 2020 <b>CANCELED</b>	Virtual Public Meeting	1:00 PM
August 18, 2020	Virtual/Telephonic Public Hearing & Meeting	1:00 PM
September 15, 2020	Regular Meeting	1:00 PM