

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**June 15, 2023**

## **BOARD OF SUPERVISORS REGULAR MEETING AGENDA**

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

**AGENDA**  
**LETTER**

**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**

June 8, 2023

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

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 Regular Meeting on June 15, 2023 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
  - A. Consideration/Ratification of Requisition(s): Construction Account (*support documentation available upon request*)
    - I. Number 150: Kutak Rock LLP [\$270.00]
  - B. Consideration/Ratification of Requisition(s): South Assessment Area (*support documentation available upon request*)
    - I. Number 209: England-Thims & Miller, Inc. [\$14,641.76]
    - II. Number 210: Vallencourt Construction Co., Inc. [\$1,188,925.36]
    - III. Number 211: Avid Trails, LLC. [\$3,150.00]
    - IV. Number 212: Vallencourt Construction Co., Inc. [\$270,808.09]
    - V. Number 213: Ferguson Enterprises, LLC [\$100,346.20]
    - VI. Number 214: Ferguson Enterprises, LLC [\$228,501.28]
    - VII. Number 215: Rinker Materials [\$124,394.40]
  - C. Ratification Items
    - I. OnPlace, LLC Agreement Regarding the Provision of Lifestyle Services
4. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2022, Prepared by Grau & Associates

5. Consideration of Resolution 2023-07, Hereby Accepting the Audited Financial Report for Fiscal Year Ended September 30, 2022
6. Acceptance of Unaudited Financial Statements as of April 30, 2023
7. Approval of May 18, 2023 Regular Meeting Minutes
8. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - B. District Engineers: *Dominion Engineering Group, Inc. and ETM*
  - C. Property Manager: *Castle Group*
  - D. Lifestyle Director: *Castle Group*
  - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: July 20, 2023 at 3:00 PM

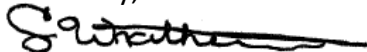
- QUORUM CHECK

SEAT 1	BRAD ODOM	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 2	LIAM O'REILLY	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 3	GREGG KERN	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4	ROSE BOCK	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 5	MIKE TAYLOR	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

9. Board Members' Comments/Requests
10. Public Comments
11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell  
 District Manager

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 782 134 6157**

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

**CONSENT**  
**AGENDA**

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

**3AI**

**2021B ACQUISITION AND CONSTRUCTION  
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Second Supplemental Trust Indenture dated as of February 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **150**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**Kutak Rock LLP**
- (3) Amount Payable: **\$270.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Project Construction Services**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

1.  obligations in the stated amount set forth above have been incurred by the Issuer,  
  
or  
  
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer



**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

DOMINION ENGINEERING GROUP, LLC,  
CONSULTING ENGINEER

\_\_\_\_\_  
Title: \_\_\_\_\_

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

May 31, 2023

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3225959

Client Matter No. 123-3

Notification Email: eftgroup@kutakrock.com

Mr. Craig Wrathell  
Three Rivers CDD  
Wrathell, Hunt & Associates, LLC  
401W  
2300 Glades Road  
Boca Raton, FL 33431

Invoice No. 3225959  
123-3

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Re: Project Construction

For Professional Legal Services Rendered

04/20/23	W. Haber	0.20	60.00	Confer with Taylor regarding change order to agreement for county park
04/27/23	W. Haber	0.70	210.00	Review correspondence from Schaefer regarding RFPs for utility extension projects; begin preparation of same
TOTAL HOURS		0.90		

**KUTAK ROCK LLP**

Three Rivers CDD

May 31, 2023

Client Matter No. 123-3

Invoice No. 3225959

Page 2

TOTAL FOR SERVICES RENDERED \$270.00

TOTAL CURRENT AMOUNT DUE \$270.00

UNPAID INVOICES:

March 31, 2023 Invoice No. 3197801 510.00

TOTAL DUE \$780.00

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

**3BI**

**SERIES 2021B (SOUTH ASSESSMENT AREA)**

**REQUISITION No. 209**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **209**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Jacksonville, FL**  
**Account #9061592290 - England, Thims & Miller, Inc.**
- (3) Amount Payable: **\$ 14,641.76**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Invoice 208042 (Apr 2023) Tributary Unit 8 CEI (WA#8)	\$ 3,785.38
Invoice 208043 (Apr 2023) Three Rivers CDD-Edwards Road Water Main CEI Services (WA#9)	\$ 1,429.50
Invoice 208052 (Apr 2023) Tax Exempt Purchase Administration (Unit B) (WA#14)	\$ 2,507.00
Invoice 208054 (Apr 2023) Tributary Unit 6-Landscape Architectural Services (WA#13)	\$ 2,825.00
Invoice 208057 (Apr 2003) Unit 10 CEI Services (WA#15)	<u>\$ 4,094.88</u>
<b>TOTAL REQUISITION 209</b>	<b>\$14,641.76</b>

- (5) Fund or Account and subaccount, if any, from which disbursement to be made:  
**SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

- 1.  obligations in the stated amount set forth above have been incurred by the Issuer,

or


- this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
- 2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
- 3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
- 4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER

  
District Engineer

May 9, 2023



Three Rivers Community Development District  
 c/o Wrathell, Hunt and Associates, LLC  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

May 04, 2023  
 Project No: 22324.00000  
 Invoice No: 0208042

Project 22324.00000 Tributary Unit 8 CEI (WA#8)

**Professional Services rendered through April 29, 2023**

Task 01 Limited Construction Administration Services

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Manager					
Milligan, Neal	4/22/2023		6.00	200.00	1,200.00
CEI Project Manager/Project Admin.					
Donchez, James	4/8/2023		.50	184.00	92.00
Donchez, James	4/15/2023		.50	184.00	92.00
Donchez, James	4/29/2023		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	4/8/2023		2.00	163.00	326.00
CEI Inspector					
Steeple, Travis	4/15/2023		2.00	132.00	264.00
Steeple, Travis	4/22/2023		2.00	132.00	264.00
Steeple, Travis	4/29/2023		2.00	132.00	264.00
Totals			15.50		2,594.00
<b>Total Labor</b>					<b>2,594.00</b>

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	2,594.00	18,826.75	21,420.75
Contract Limit			59,520.00
Remaining			38,099.25
			<b>Total this Task</b>
			<b>\$2,594.00</b>

Task 02 Progress Meetings

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Project Manager					
Schroeder, Alec	4/22/2023		.25	200.00	50.00
Totals			.25		50.00
<b>Total Labor</b>					<b>50.00</b>

**England-Thimys & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-8990 • fax 904-646-9485  
 CA-00002584 LC-0000316

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	50.00	8,802.50	8,852.50	
Contract Limit			12,960.00	
Remaining			4,107.50	
<b>Total this Task</b>				<b>\$50.00</b>

Task 03 Owner Requested Plan Revisions

**Professional Personnel**

		<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Manager					
Milligan, Neal	4/8/2023	3.00	200.00	600.00	
Engineering/Landscape Designer					
Dreher, Al	2/11/2023	.25	140.00	35.00	
Dreher, Al	3/18/2023	3.00	140.00	420.00	
Dreher, Al	4/1/2023	.50	140.00	70.00	
Totals		6.75		1,125.00	
<b>Total Labor</b>					<b>1,125.00</b>

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	1,125.00	5,933.00	7,058.00	
Contract Limit			10,000.00	
Remaining			2,942.00	
<b>Total this Task</b>				<b>\$1,125.00</b>

Task 04 RFP Process

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	0.00	7,241.50	7,241.50	
Contract Limit			7,500.00	
Remaining			258.50	
<b>Total this Task</b>				<b>0.00</b>

Task 05 Reimbursable Expenses

**Unit Billing**

2023 Mileage **16.38**

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	16.38	979.76	996.14	
Contract Limit			1,500.00	
Remaining			503.86	
<b>Total this Task</b>				<b>\$16.38</b>

**Invoice Total this Period** **\$3,785.38**





Three Rivers Community Development District  
 c/o Wrathell, Hunt and Associates, LLC  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

May 04, 2023  
 Project No: 22336.00000  
 Invoice No: 0208043

Project 22336.00000 Three Rivers CDD-Edwards Road Watermain CEI Services (WA#9)

**Professional Services rendered through April 29, 2023**

Task 01 Limited Construction Administration Services

**Professional Personnel**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Vice President					
Wild, Scott	4/29/2023		3.00	260.00	780.00
Project Manager					
Blalock, Clinton	4/8/2023		.25	200.00	50.00
Blalock, Clinton	4/22/2023		.75	200.00	150.00
Engineer					
Bolatete, Nicole	3/11/2023		1.50	175.00	262.50
CEI Project Manager/Project Admin.					
Donchez, James	4/29/2023		.50	184.00	92.00
Administrative Support					
Blair, Shelley	4/29/2023		1.00	95.00	95.00
<b>Totals</b>			<b>7.00</b>		<b>1,429.50</b>
<b>Total Labor</b>					<b>1,429.50</b>

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	1,429.50	1,675.00	3,104.50
Contract Limit			20,160.00
Remaining			17,055.50
			<b>Total this Task</b>
			<b>\$1,429.50</b>

Task 02 Owner Requested Plan Revisions

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	0.00	4,801.75	4,801.75
Contract Limit			5,000.00
Remaining			198.25
			<b>Total this Task</b>
			<b>0.00</b>

Task 03 RFP Process

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	0.00	4,914.00	4,914.00	
Contract Limit			5,000.00	
Remaining			86.00	
<b>Total this Task</b>				<b>0.00</b>

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Task	04	Reimbursable Expenses	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings			0.00	798.41	798.41	
Contract Limit					1,500.00	
Remaining					701.59	
<b>Total this Task</b>						<b>0.00</b>

**Invoice Total this Period** \$1,429.50



Ernesto Torres  
 Three Rivers Community Development District  
 c/o Wrathell, Hunt and Associates, LLC  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

May 04, 2023  
 Project No: 22418.00000  
 Invoice No: 0208052

Project 22418.00000 Three Rivers CDD-Tax Exempt Purchase Administration-Unit B  
 (WA#14)

**Professional Services rendered through April 29, 2023**

Task 01 CDD Tax Exempt Purchase Administration

**Professional Personnel**

		Hours	Rate	Amount
Vice President				
Wild, Scott	4/8/2023	2.00	260.00	520.00
Wild, Scott	4/22/2023	1.00	260.00	260.00
Wild, Scott	4/29/2023	1.00	260.00	260.00
CEI Sr. Inspector				
Ellins, Jason	4/8/2023	2.00	163.00	326.00
Ellins, Jason	4/15/2023	2.00	163.00	326.00
Ellins, Jason	4/22/2023	2.00	163.00	326.00
Ellins, Jason	4/29/2023	3.00	163.00	489.00
Totals		13.00		2,507.00
<b>Total Labor</b>				<b>2,507.00</b>

	Current	Prior	To-Date
Total Billings	2,507.00	10,653.50	13,160.50
Contract Limit			25,000.00
Remaining			11,839.50
<b>Total this Task</b>			<b>\$2,507.00</b>

Task	XP	Reimbursable Expenses		
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Contract Limit				500.00
Remaining				500.00
<b>Total this Task</b>				<b>0.00</b>

**Invoice Total this Period \$2,507.00**



Ernesto Torres  
 Three Rivers Community Development District  
 c/o Wrathell, Hunt and Associates, LLC  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

May 04, 2023  
 Project No: 22421.00000  
 Invoice No: 0208054

Project 22421.00000 Tributary Unit 6-Landscape Architectural Services (WA#13)

**Professional Services rendered through April 29, 2023**

Task	A.	Landscape Architectural Services		
Total Fee		7,500.00		
Percent Complete	100.00	Total Earned	7,500.00	
		Previous Fee Billing	4,675.00	
		Current Fee Billing	2,825.00	
		<b>Total Fee</b>		<b>2,825.00</b>
		<b>Total this Task</b>		<b>\$2,825.00</b>

Task	XP	Expenses		
			<b>Total this Task</b>	<b>0.00</b>

**Invoice Total this Period** \$2,825.00

**England-Thimys & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-8990 • fax 904-646-9485  
 CA-00002584 LC-0000316



Ernesto Torres  
 Three Rivers Community Development District  
 c/o Wrathell, Hunt and Associates, LLC  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

May 04, 2023  
 Project No: 22443.00000  
 Invoice No: 0208057

Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

**Professional Services rendered through April 29, 2023**

Task 01 Limited Construction Administration Services

**Professional Personnel**

			Hours	Rate	Amount
Vice President					
Wild, Scott	4/29/2023		2.00	260.00	520.00
Project Manager					
Blalock, Clinton	4/8/2023		.25	200.00	50.00
Blalock, Clinton	4/22/2023		.50	200.00	100.00
Milligan, Neal	4/29/2023		7.50	200.00	1,500.00
CEI Project Manager/Project Admin.					
Donchez, James	2/25/2023		.50	184.00	92.00
Donchez, James	4/29/2023		1.00	184.00	184.00
CEI Sr. Inspector					
Brooks, Jeffrey	4/8/2023		2.00	163.00	326.00
Brooks, Jeffrey	4/29/2023		1.50	163.00	244.50
CEI Inspector					
Steeple, Travis	4/15/2023		2.00	132.00	264.00
Steeple, Travis	4/22/2023		2.00	132.00	264.00
Steeple, Travis	4/29/2023		2.00	132.00	264.00
Engineering/Landscape Designer					
Simonelli, Dino	4/8/2023		.50	140.00	70.00
Totals			21.75		3,878.50
<b>Total Labor</b>					<b>3,878.50</b>

	Current	Prior	To-Date
Total Billings	3,878.50	12,939.00	16,817.50
Contract Limit			65,520.00
Remaining			48,702.50
<b>Total this Task</b>			<b>\$3,878.50</b>

Task 02 Progress Meetings

**England-Thimys & Miller, Inc.**

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 14775 Old St. Augustine Road • Jacksonville, Florida 32256 • tel 904-642-8990 • fax 904-646-9485  
 CA-00002584 LC-0000316

**Professional Personnel**

		Hours	Rate	Amount
Project Manager				
Milligan, Neal	4/22/2023	1.00	200.00	200.00
Totals		1.00		200.00
<b>Total Labor</b>				<b>200.00</b>

	Current	Prior	To-Date	
Total Billings	200.00	5,651.75	5,851.75	
Contract Limit			12,960.00	
Remaining			7,108.25	
				<b>Total this Task</b>
				<b>\$200.00</b>

Task	03	Owner Requested Plan Revisions		
		Current	Prior	To-Date
Total Billings		0.00	9,840.00	9,840.00
Contract Limit				10,000.00
Remaining				160.00
				<b>Total this Task</b>
				<b>0.00</b>

Task	04	Reimbursable Expenses		
<b>Unit Billing</b>				
2023 Mileage				
				<b>16.38</b>
				<b>Total this Task</b>
				<b>\$16.38</b>

**Invoice Total this Period** **\$4,094.88**






# Three Rivers CDD - Requisitions 209 (ETM) & 210 (Vallencourt)

Final Audit Report

2023-05-09

Created:	2023-05-09
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdvI8ZWuYZjvUJqgrikM-dUsQdFnntBlg

## "Three Rivers CDD - Requisitions 209 (ETM) & 210 (Vallencourt )" History

-  Document created by Shelley Blair (blairs@etminc.com)  
2023-05-09 - 3:21:37 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature  
2023-05-09 - 3:22:08 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)  
2023-05-09 - 3:23:44 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)  
Signature Date: 2023-05-09 - 3:24:07 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.  
2023-05-09 - 3:24:07 PM GMT

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

**3B11**



**SERIES 2021B (SOUTH ASSESSMENT AREA)  
REQUISITION No. 210**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number: **210**

(2) Payment Instructions;

**Vallencourt Construction Co., Inc.**

**ACH & Wire Instructions:**

**Receiving Bank: Synovus Bank**

**1148 Broadway**

**Columbus, GA 31901**

**ABA Routing Number: 061100606**

**Beneficiary Name: Vallencourt Construction Co, Inc.**

(3) Amount Payable: **\$ 1,188,925.36**

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 10 – Application for Payment No. 7 (April 2023)**

(5) Fund or Account and subaccount, if any, from which disbursement to be made:  
**SERIES 2021B (SOUTH ASSESSMENT AREA)**

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1.  obligations in the stated amount set forth above have been incurred by the Issuer,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;


4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
\_\_\_\_\_  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER**

  
\_\_\_\_\_  
District Engineer

May 9, 2023

Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President

# INVOICE

Date: 04/01/2023

Period To: 04/30/2023

To: Three Rivers CDD  
2300 Glades Road  
Suite 410w  
Boca Raton, FL 33431

VCC Project #: 202269

Project #:

Subcontract #:

Application #: 7

Attn.: SCOTT WILD

Project Description: **TRIBUTARY, UNIT 10**  
**Estuary Way**  
**Yulee, FL**

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	0.00
REVISED CONTRACT AMOUNT.....	\$	9,795,007.44
PERCENTAGE COMPLETE.....	35.55%	
WORK COMPLETE TO DATE.....	\$	3,481,828.59
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	3,481,828.59
LESS RETAINAGE.....	\$	174,091.45
TOTAL EARNED LESS RETAINAGE.....	\$	3,307,737.14
LESS PREVIOUS BILLINGS.....	\$	2,118,811.78
<b>CURRENT DUE.....</b>	<b>\$</b>	<b>1,188,925.36</b>

Account Summary:	Sales	
	This Period	To Date
Gross:	1,251,500.38	3,481,828.59
Retainage:	62,575.02	174,091.45
Net:	1,188,925.36	3,307,737.14



TO: Three Rivers CDD  
2300 Glades Road, Suite 410w  
Boca Raton, FL 33431

PROJECT: TRIBUTARY, UNIT 10

APPLICATION NO: 7

PERIOD TO: 04/30/2023

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR

FROM: Vallencourt Construction Co. Inc.  
449 Center Street  
Green Cove Springs, FL 32043

CONTRACTOR'S  
PROJECT NO: 202269

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Project Manager

By: Tim Gaddis

Date: 05/05/2023

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached	
1. ORIGINAL CONTRACT SUM.....	\$ 9,795,007.44
2. Net change by Change Orders.....	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 9,795,007.44
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 3,481,828.59
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 174,091.45
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 174,091.45
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 3,307,737.14
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 2,118,811.78
8. CURRENT PAYMENT DUE.....	\$ 1,188,925.36
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 6,487,270.30
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 1,188,925.36

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: Scott A. Wild Date: May 9, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

**Three Rivers CDD  
TRIBUTARY, UNIT 10**

**Yulee, FL**

APPLICATION NUMBER:

**7**

APPLICATION DATE:

**05/05/2023**

PERIOD TO:

**04/30/2023**

VCC PROJECT #:

**202269**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	MOBILIZATION & GENERAL CONDITIONS	\$276,007.57	\$181,914.18	\$9,105.81	\$0.00	\$191,019.99	69.21%	\$84,987.58	\$9,550.99
	NPDES	\$40,619.92	\$15,308.13	\$2,461.76	\$0.00	\$17,769.89	43.75%	\$22,850.03	\$888.50
	SURVEY & AS-BUILTS	\$62,369.53	\$16,957.34	\$3,448.99	\$0.00	\$20,406.33	32.72%	\$41,963.20	\$1,020.32
	EROSION CONTROL	\$8,176.79	\$8,176.79	\$0.00	\$0.00	\$8,176.79	100.00%	\$0.00	\$408.84
	MOT	\$7,466.93	\$2,837.45	\$448.02	\$0.00	\$3,285.47	44.00%	\$4,181.46	\$164.27
	POND EXCAVATION	\$1,202,165.34	\$618,932.22	\$321,005.39	\$0.00	\$939,937.61	78.19%	\$262,227.73	\$46,996.89
	EARTHWORK	\$1,783,173.28	\$749,360.01	\$274,917.92	\$0.00	\$1,024,277.93	57.44%	\$758,895.35	\$51,213.90
	GRASSING	\$156,445.85	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$156,445.85	\$0.00
	SUBSOIL STABILIZATION	\$252,182.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$252,182.50	\$0.00
	BASE	\$428,639.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$428,639.70	\$0.00
	ASPHALT	\$173,815.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$173,815.20	\$0.00
	STRIPING & SIGNAGE	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,624.97	\$0.00
	CONCRETE	\$217,494.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$217,494.80	\$0.00
	HARDSCAPE	\$278,177.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$278,177.70	\$0.00
	STORM DRAINAGE	\$1,065,594.50	\$99,468.50	\$368,052.84	\$0.00	\$467,521.34	43.87%	\$598,073.16	\$23,376.08
	GRAVITY SEWER	\$907,018.51	\$360,826.80	\$234,691.84	\$0.00	\$595,518.64	65.66%	\$311,499.87	\$29,775.93
	LIFT STATION	\$747,356.24	\$176,546.79	\$37,367.81	\$0.00	\$213,914.60	28.62%	\$533,441.64	\$10,695.73
	FORCE MAIN	\$238,230.69	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$238,230.69	\$0.00
	WATER MAIN	\$842,878.47	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$842,878.47	\$0.00
	REUSE MAIN	\$729,723.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$729,723.95	\$0.00
	ELECTRICAL ALLOWANCE	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
	SLEEVING UNDER PAVEMENT	\$207,845.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$207,845.00	\$0.00
	<b>ORIGINAL CONTRACT TOTALS</b>	<b>\$9,795,007.44</b>	<b>\$2,230,328.21</b>	<b>\$1,251,500.38</b>	<b>\$0.00</b>	<b>\$3,481,828.59</b>	<b>35.55%</b>	<b>\$6,313,178.85</b>	<b>\$174,091.45</b>
	CHANGE ORDERS								
		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>TOTAL-----&gt;</b>	<b>\$9,795,007.44</b>	<b>\$2,230,328.21</b>	<b>\$1,251,500.38</b>	<b>\$0.00</b>	<b>\$3,481,828.59</b>	<b>35.55%</b>	<b>\$6,313,178.85</b>	<b>\$174,091.45</b>

**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$1,188,925.36, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through 04/30/2023 on the job of Three Rivers CDD to the following described property :

**Project:** TRIBUTARY, UNIT 10  
**Location:** Estuary Way, Yulee, FL

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

**Dated on:** 05/05/2023

**Lienor's Name:** Vallencourt Construction Co. Inc.

**Address:** 449 Center Street  
Green Cove Springs, FL 32043

**Phone:** (904) 291-9330

**By:** *Tim Gaddis*

**Printed Name:** Tim Gaddis

**Title:** Project Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Title</b>	202269 - PayApp - TRIBUTARY, UNIT 10 - Vallencourt Construction Co. Inc. - Apr2023
<b>File name</b>	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_Apr2023.pdf
<b>Audit trail format</b>	MM/DD/YYYY
<b>Status</b>	Signed

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## Document history

<b>Created</b>	05/05/2023 13:25:43 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
<b>Signed</b>	05/05/2023 14:03:19 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

This audit trail provides a detailed history of the online activity, events, and signatures recorded for this document, in compliance with the ESIGN Act. All parties have chosen to use electronic documents and to sign them electronically. These electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.

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

**3BIII**



**2021B ACQUISITION AND CONSTRUCTION  
REQUISITION No. 211**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **211**
- (2) Payment Instructions; **Avid Trails LLC**  
**P.O. Box 527**  
**Lambertville, NJ 08530**
- (3) Amount Payable: **\$ 3,150.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Avid Trails Design & Planning (Balance due for delivery of final Tributary Trail CD Package) Invoice Tributary Trail CD-02**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:  
**SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:


1.  obligations in the stated amount set forth above have been incurred by the Issuer,  
or  
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

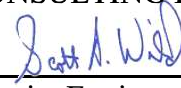
**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER

  
District Engineer

May 11, 2023

Avid Trails LLC  
P.O. Box 527  
Lambertville, NJ 08530  
avidtrails.com



## INVOICE

**BILL TO**  
Three Rivers CDD

**INVOICE #** Tributary Trail  
CD-02

**DATE** 05/04/2023

**DUE DATE** 06/03/2023

**TERMS** Net 30

---

ACTIVITY	QTY	RATE	AMOUNT
<b>Avid Trail Design &amp; Planning</b> Balance due for delivery of final Tributary Trail CD Package	1	3,150.00	3,150.00

---

BALANCE DUE

**\$3,150.00**

# Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 211 Avid Trails

Final Audit Report

2023-05-11

Created:	2023-05-11
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIoCyTfFP9zINegZrftDMDTkpV_WgUTGx

## "Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 211 Avid Trails" History

-  Document created by Shelley Blair (blairs@etminc.com)  
2023-05-11 - 3:44:55 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature  
2023-05-11 - 3:45:09 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)  
2023-05-11 - 6:23:16 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)  
Signature Date: 2023-05-11 - 6:23:48 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.  
2023-05-11 - 6:23:48 PM GMT

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

**3BIV**

**2021B ACQUISITION AND CONSTRUCTION  
REQUISITION No. 212**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(1) Requisition Number: **212**

(2) Payment Instructions;

**Vallencourt Construction Co., Inc.**

**ACH & Wire Instructions:**

**Receiving Bank: Synovus Bank**

**1148 Broadway**

**Columbus, GA 31901**

**ABA Routing Number: 061100606**

**Beneficiary Name: Vallencourt Construction Co, Inc.**

(3) Amount Payable: **\$ 270,808.09**

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 8 – Application for Payment No. 7 (April 2023)**

(5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**

(6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1.  obligations in the stated amount set forth above have been incurred by the Issuer,

or

this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER**

  
District Engineer

May 11, 2023

Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President  
J. Daniel Vallencourt, Vice President  
Stan Bates P.E., Vice President

## INVOICE

Date: 04/01/2023

Period To: 04/30/2023

To: Three Rivers CDD  
2300 Glades Road  
Suite 410w  
Boca Raton, FL 33431

VCC Project #: 202251  
Project #:  
Subcontract #:  
Application #: 7

Attn.: Scott Wild

Project Description: **TRIBUTARY, UNIT 8**  
**Estuary Way**  
**Yulee, FL**

ORIGINAL CONTRACT AMOUNT.....	\$	6,720,808.90
CHANGE ORDERS TO DATE.....	\$	-1,006,450.49
REVISED CONTRACT AMOUNT.....	\$	5,714,358.41
PERCENTAGE COMPLETE.....	72.15%	
WORK COMPLETE TO DATE.....	\$	4,123,001.70
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,123,001.70
LESS RETAINAGE.....	\$	206,150.10
TOTAL EARNED LESS RETAINAGE.....	\$	3,916,851.60
LESS PREVIOUS BILLINGS.....	\$	3,646,043.51
<b>CURRENT DUE.....</b>	<b>\$</b>	<b>270,808.09</b>

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	285,061.15	4,123,001.70
Retainage:	14,253.06	206,150.10
Net:	270,808.09	3,916,851.60





TO: Three Rivers CDD  
2300 Glades Road, Suite 410w  
Boca Raton, FL 33431

PROJECT: TRIBUTARY, UNIT 8

APPLICATION NO: 7

PERIOD TO: 04/30/2023

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR

FROM: Vallencourt Construction Co. Inc.  
449 Center Street  
Green Cove Springs, FL 32043

CONTRACTOR'S  
PROJECT NO: 202251

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-744,518.24
Approved this Month			
Number	Date Approved		
1100	04/30/2023		-261,932.25
TOTALS		\$0.00	\$-261,932.25
Net change by Change Orders			\$-1,006,450.49

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment shown issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Project Manager

By: Tim Gaddis

Date: 05/05/2023

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached	
1. ORIGINAL CONTRACT SUM.....	\$ 6,720,808.90
2. Net change by Change Orders.....	\$ -1,006,450.49
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 5,714,358.41
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 4,123,001.70
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 206,150.10
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$ 206,150.10
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 3,916,851.60
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 3,646,043.51
8. CURRENT PAYMENT DUE.....	\$ 270,808.09
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,797,506.81
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED..... \$ 270,808.09

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER:

By: [Signature] Date: May 11, 2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where available retainage for line items may apply.

**Three Rivers CDD  
TRIBUTARY, UNIT 8**

**Yulee, FL**

APPLICATION NUMBER: **7**

APPLICATION DATE: **05/05/2023**

PERIOD TO: **04/30/2023**

VCC PROJECT #: **202251**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	MOBILIZATION & GENERAL CONDITIONS	\$204,077.97	\$144,370.50	\$7,164.90	\$0.00	\$151,535.40	74.25%	\$52,542.57	\$7,576.78
2	NPDES	\$51,978.48	\$25,988.37	\$3,248.50	\$0.00	\$29,236.87	56.25%	\$22,741.61	\$1,461.83
3	SURVEY & AS-BUILTS	\$58,341.14	\$21,877.93	\$4,667.29	\$0.00	\$26,545.22	45.50%	\$31,795.92	\$1,327.27
4	EROSION CONTROL	\$8,962.78	\$6,482.90	\$2,479.88	\$0.00	\$8,962.78	100.00%	\$0.00	\$448.14
5	MOT	\$6,962.63	\$3,481.32	\$417.76	\$0.00	\$3,899.08	56.00%	\$3,063.55	\$194.96
6	POND EXCAVATION	\$1,027,403.96	\$968,460.98	\$44,649.65	\$0.00	\$1,013,110.63	98.61%	\$14,293.33	\$50,655.52
7	EARTHWORK	\$1,373,307.23	\$1,189,261.32	\$154,482.80	\$0.00	\$1,343,744.12	97.85%	\$29,563.11	\$67,187.21
8	GRASSING	\$57,663.18	\$12,400.00	\$7,480.30	\$0.00	\$19,880.30	34.48%	\$37,782.88	\$994.02
9	SUBSOIL STABILIZATION	\$191,067.83	\$0.00	\$54,464.65	\$0.00	\$54,464.65	28.51%	\$136,603.18	\$2,723.23
10	BASE	\$353,612.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$353,612.20	\$0.00
11	ASPHALT	\$82,568.56	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$82,568.56	\$0.00
12	STRIPING & SIGNAGE	\$29,147.69	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,147.69	\$0.00
13	CONCRETE	\$124,195.94	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$124,195.94	\$0.00
14	STORM DRAINAGE	\$634,385.76	\$471,436.19	\$27,364.14	\$0.00	\$498,800.33	78.63%	\$135,585.43	\$24,940.01
15	GRAVITY SEWER	\$569,895.63	\$499,977.57	\$46,999.92	\$0.00	\$546,977.49	95.98%	\$22,918.14	\$27,348.88
16	FORCE MAIN	\$12,383.59	\$12,010.20	\$0.00	\$0.00	\$12,010.20	96.99%	\$373.39	\$600.51
17	WATER MAIN	\$883,820.55	\$378,052.93	\$250,459.00	\$0.00	\$628,511.93	71.11%	\$255,308.62	\$31,425.60
18	REUSE MAIN	\$671,528.78	\$588,066.24	\$7,237.06	\$0.00	\$595,303.30	88.65%	\$76,225.48	\$29,765.16
19	ELECTRICAL ALLOWANCE	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
20	SLEEVING UNDER PAVEMENT	\$229,505.00	\$0.00	\$10,329.37	\$0.00	\$10,329.37	4.50%	\$219,175.63	\$516.47
	<b>ORIGINAL CONTRACT TOTALS</b>	<b>\$6,720,808.90</b>	<b>\$4,321,866.45</b>	<b>\$621,445.22</b>	<b>\$0.00</b>	<b>\$4,943,311.67</b>	<b>73.55%</b>	<b>\$1,777,497.23</b>	<b>\$247,165.59</b>
	<b>CHANGE ORDERS</b>								
	CO #001, ODP Materials	\$-744,518.24	\$-483,925.90	\$-74,451.82	\$0.00	\$-558,377.72	75.00%	\$-186,140.52	\$-27,918.88
	CO #002, Earthwork Credit	\$-261,932.25	\$0.00	\$-261,932.25	\$0.00	\$-261,932.25	100.00%	\$0.00	\$-13,096.61
		<b>\$-1,006,450.49</b>	<b>\$-483,925.90</b>	<b>\$-336,384.07</b>	<b>\$0.00</b>	<b>\$-820,309.97</b>	<b>81.51%</b>	<b>\$-186,140.52</b>	<b>\$-41,015.49</b>
	<b>TOTAL-----&gt;</b>	<b>\$5,714,358.41</b>	<b>\$3,837,940.55</b>	<b>\$285,061.15</b>	<b>\$0.00</b>	<b>\$4,123,001.70</b>	<b>72.15%</b>	<b>\$1,591,356.71</b>	<b>\$206,150.10</b>

**WAIVER AND RELEASE OF LIEN  
CONDITIONAL UPON PROGRESS PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of **\$270,808.09**, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through **04/30/2023** on the job of **Three Rivers CDD** to the following described property :

**Project:** TRIBUTARY, UNIT 8  
**Location:** Estuary Way, Yulee, FL

This waiver and release does not cover any labor, services, or materials furnished after the date specified. The undersigned represents that he/she is an authorized agent of Lienor and has authority to execute this Waiver and Release of Lien on behalf of Lienor.

**Dated on:** 05/05/2023

**Lienor's Name:** Vallencourt Construction Co. Inc.

**Address:** 449 Center Street  
Green Cove Springs, FL 32043

**Phone:** (904) 291-9330

**By:** *Tim Gaddis*

**Printed Name:** Tim Gaddis

**Title:** Project Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>Title</b>	202251 - PayApp - TRIBUTARY, UNIT 8 - Vallencourt Construction Co. Inc. - Apr2023
<b>File name</b>	202251_PayApp_TRIBUTARYUNIT8_VallencourtConstructionCoInc_Apr2023.pdf
<b>Audit trail format</b>	MM/DD/YYYY
<b>Status</b>	Signed

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## Document history

<b>Created</b>	05/05/2023 12:33:50 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
<b>Signed</b>	05/05/2023 13:21:42 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

This audit trail provides a detailed history of the online activity, events, and signatures recorded for this document, in compliance with the ESIGN Act. All parties have chosen to use electronic documents and to sign them electronically. These electronic records and signatures carry the same weight and have the same legal effect as traditional paper documents and wet ink signatures.

# 2021B ACQUISITION AND CONSTRUCTION ETM No 212 Vallencourt (Tributary Phase 1B Unit 8-App 7)

Final Audit Report

2023-05-12

Created:	2023-05-11
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn6ln4bGD41c3pSOQhLbbr5QQ04wd4MHL

## "2021B ACQUISITION AND CONSTRUCTION ETM No 212 Vallencourt (Tributary Phase 1B Unit 8-App 7)" History

-  Document created by Shelley Blair (blairs@etminc.com)  
2023-05-11 - 10:20:44 PM GMT- IP address: 73.104.179.217
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature  
2023-05-11 - 10:21:08 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)  
2023-05-12 - 0:57:46 AM GMT- IP address: 108.225.175.164
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)  
Signature Date: 2023-05-12 - 0:58:11 AM GMT - Time Source: server- IP address: 108.225.175.164
-  Agreement completed.  
2023-05-12 - 0:58:11 AM GMT

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

**3BV**

**2021B ACQUISITION AND CONSTRUCTION  
REQUISITION No. 213**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **213**
- (2) Wire Instructions; **Ferguson Enterprises, LLC  
Bank of America  
900 W. Trade Street, Charlotte, NC 28173  
Account name: Ferguson Enterprises, LLC  
Account number: 4427213913  
ABA/routing number (ACHs only): 111000012  
ABA/routing number (wires only): 026009593  
Swift Code (international wires only): BOFAUS3N**
- (3) Amount Payable: **\$ 100,346.20**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoices – Tributary Unit 10**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1.  obligations in the stated amount set forth above have been incurred by the Issuer,
- or
1.  this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
  2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
  3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
  4. each disbursement represents a Cost of the Project which has not previously been paid.


The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
\_\_\_\_\_  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER

  
\_\_\_\_\_  
District Engineer

May 16, 2023



Ferguson Waterworks

<b>1991530</b>	<b>\$7,626.80</b>	<b>03/09/23</b>
<b>1983928</b>	<b>\$92,719.40</b>	<b>03/09/23</b>
<b>TOTAL</b>	<b>\$100,346.20</b>	



FEL-JACKSONVILLE WW #149  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

**Deliver To:** ODP 126\*37095  
**From:** Andrew Smith  
**Comments:**

*Please Contact With Questions:*  
 904-268-2551

Invoice Number	Customer	Page
1983928	66800	1

*Please refer to Invoice Number when making payment and remit to:* **TOTAL DUE --->** 92719.40

FEL-JACKSONVILLE WW #149  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

**Sold To:**  
 THREE RIVERS COMMUNITY DEVELOP  
 2300 GLADES RD SUITE 410W  
 TRIBUTARY 1B UNIT 10  
 BOCA RATON, FL 33431

**Ship To:**  
 THREE RIVERS C/O VALLENCRT CON  
 CONSERVATION TRL  
 TRIBUTARY 1B UNIT 10  
 PONTE VEDRA, FL 32081

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
149	149	FLE	TRCDD-005 ADS DIRECT	008	TRIBUTARY 1B UNIT 10	03/09/2023	109361D

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
			Source Order#: 1983926			
			STORM DRAIN 1B-10			
			ADS HP ALT TO RCP			
40	40	A60650020IBPL	60X20 HP N12 DW STORM SLD PL PIPE	190.670	FT	7626.80
940	620	A36650020IBPL	36X20 HP N12 DW GRAY SLD PL PIPE	71.810	FT	44522.20
160	0	A30650020IBPL	30X20 HP N12 DW GRAY SLD PL PIPE	63.460	FT	0.00
800	520	A24650020IBPL	24X20 HP N12 DW GRAY SLD PL PIPE	40.430	FT	21023.60
360	0	A18650020IBPL	18X20 HP N12 DW GRAY SLD PL PIPE	24.980	FT	0.00
580	0	A15650020IBPL	15X20 HP N12 DW GRAY SLD PL PIPE	20.990	FT	0.00
			ADS ON PLANS			
480	480	A18650020IBPL	18X20 HP N12 DW GRAY SLD PL PIPE	24.980	FT	11990.40
360	360	A15650020IBPL	15X20 HP N12 DW GRAY SLD PL PIPE	20.990	FT	7556.40
160	0	A12650020IBPL	12X20 HP N12 DW GRAY SLD PL PIPE	15.340	FT	0.00

<b>Invoice Sub-Total</b>	<b>92719.40</b>
<b>Tax</b>	<b>0.00</b>
<b>Total Amt</b>	<b>92719.40</b>

**TOTAL DUE --->** 92719.40

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.  
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



FEL-JACKSONVILLE WW #149  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

**Deliver To:** ODP 126\*37095  
**From:** Andrew Smith  
**Comments:**

*Please Contact With Questions:*  
 904-268-2551

Invoice Number	Customer	Page
1991530	66800	1

*Please refer to Invoice Number when making payment and remit to:*

**TOTAL DUE ---> 7626.80**

FEL-JACKSONVILLE WW -#149  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

**Sold To:**

THREE RIVERS COMMUNITY DEVELOP  
 2300 GLADES RD SUITE 410W  
 TRIBUTARY 1B UNIT 10  
 BOCA RATON, FL 33431

**Ship To:**

THREE RIVERS C/O VALLENCRT CON  
 CONSERVATION TRL  
 TRIBUTARY 1B UNIT 10  
 PONTE VEDRA, FL 32081

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
149	149	FLE	TRCDD-005 ADS DIRECT	008	TRIBUTARY 1B UNIT 10	03/09/2023	109361D
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
40	40	A60650020IBPL	60X20 HP N12 DW STORM SLD PL PIPE	190.670	FT	7626.80	
<b>Invoice Sub-Total</b>						<b>7626.80</b>	
<b>Tax</b>						<b>0.00</b>	
<b>Total Amt</b>						<b>7626.80</b>	

**TOTAL DUE ---> 7626.80**

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.  
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.


# Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 213 Ferguson (Unit 10)

Final Audit Report

2023-05-22

Created:	2023-05-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYajM5Ys309Ea5jHb72FzsVQJ-0SwkInG

## "Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 213 Ferguson (Unit 10)" History

-  Document created by Shelley Blair (blairs@etminc.com)  
2023-05-16 - 7:55:18 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature  
2023-05-16 - 7:55:35 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)  
2023-05-22 - 5:40:33 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)  
Signature Date: 2023-05-22 - 5:41:00 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.  
2023-05-22 - 5:41:00 PM GMT

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

**3BVI**

**2021B ACQUISITION AND CONSTRUCTION  
REQUISITION No. 214**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **214**
- (2) Wire Instructions; **Ferguson Enterprises, LLC  
Bank of America  
900 W. Trade Street, Charlotte, NC 28173  
Account name: Ferguson Enterprises, LLC  
Account number: 4427213913  
ABA/routing number (ACHs only): 111000012  
ABA/routing number (wires only): 026009593  
Swift Code (international wires only): BOFAUS3N**
- (3) Amount Payable: **\$ 228,501.28**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoices – Tributary Unit 15**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1.  obligations in the stated amount set forth above have been incurred by the Issuer,
- or
- this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
  2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
  3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
  4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive

payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

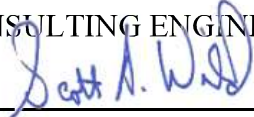
**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
\_\_\_\_\_  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER

  
\_\_\_\_\_  
District Engineer

May 16, 2023

Ferguson Waterworks

<b>2002046</b>	<b>\$190,330.28</b>	<b>05/09/23</b>
<b>2001711</b>	<b>\$15,752.00</b>	<b>05/09/23</b>
<b>2006630</b>	<b>\$22,419.00</b>	<b>05/09/23</b>
<b>TOTAL</b>	<b>\$228,501.28</b>	



# FERGUSON®

## WATERWORKS

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP  
2300 GLADES RD SUITE 410W  
TRIBUTARY 1B UNIT 15 TRCDD-010  
BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2002046	\$190,330.28	67226	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 901798**

**SHIP TO:**

VALLENCOURT CONSTRUCTION  
SR 200 AND THREE RIVERS PLACE  
TRIBUTARY 1B UNIT 15  
YULEE, FL 32097

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	TRCDD-010	008	TRIBUTARY 1B UNIT 15	05/09/23	109824D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 2001711			
			SEWER 1B 15			
3052	3052	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	15.640	FT	47733.28
1330	1330	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	8.640	FT	11491.20
			WATER 1B UNIT 15			
1440	1440	DR18BP10	10 C900 DR18 PVC GJ BLUE PIPE	37.370	FT	53812.80
200	200	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	7.100	FT	1420.00
			REUSE 1B 15			
1400	1400	DR18PP10	10 C900 DR18 PVC GJ PURP PIPE	37.370	FT	52318.00
900	900	DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	24.910	FT	22419.00
160	160	DR18PPP	4 C900 DR18 PVC GJ PURP PIPE	7.100	FT	1136.00
<b>INVOICE SUB-TOTAL</b>						<b>190330.28</b>

\*\*\*\*\*  
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$190,330.28
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

\*Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.\*



**WATERWORKS**

9692 FLORIDA MINING BLVD W  
 BUILDING #100  
 JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP  
 2300 GLADES RD SUITE 410W  
 TRIBUTARY 1B UNIT 15 TRCDD-010  
 BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2001711	\$15,752.00	67226	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
 MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149  
 PO BOX 100286  
 ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 901798**

**SHIP TO:**

THREE RIVERS C/O VALLNECOURT  
 SR200 POLICE LODGE RD  
 TRIBUTARY 1B UNIT 15  
 YULEE, FL 32097

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	TRCDD-010	008	TRIBUTARY 1B UNIT 15	05/09/23	IO 109827

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1		1 AFC2610DLAFMM	WATER 1B UNIT 15 10 DI MJ RW OL SS STEM VLV L/A	2141.000	EA	2141.00
2		2 AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	1373.000	EA	2746.00
6		6 AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	863.000	EA	5178.00
200	200	AX42250100	2X100 CTS 250 PSI NSF BLUE REUSE 1B 15	2.000	FT	400.00
1		1 AFC2610DLAFMM	10 DI MJ RW OL SS STEM VLV L/A	2141.000	EA	2141.00
2		2 AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	1373.000	EA	2746.00
200	200	AX62250100	2X100 CTS DR9 250 PSI REC PURP	2.000	FT	400.00
<b>INVOICE SUB-TOTAL</b>						<b>15752.00</b>

\*\*\*\*\*  
 LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH \*NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



<b>TERMS:</b> NET 10TH PROX	<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE</b>	<b>\$15,752.00</b>
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

\*Any reference to or incorporation of Executive Order 14042 and/or the EO-implementing Federal clauses (FAR 52.223 -99 and/or DFARS 252.223-7999) is expressly rejected by Seller and shall not apply as Seller is a materials supplier and therefore exempt under the Executive Order.\*

# FERGUSON®

## WATERWORKS

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

THREE RIVERS COMMUNITY DEVELOP  
2300 GLADES RD SUITE 410W  
TRIBUTARY 1B UNIT 15 TRCDD-010  
BOCA RATON, FL 33431

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
2006630	\$22,419.00	67226	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

**MASTER ACCOUNT NUMBER: 901798**

**SHIP TO:**

THREE RIVERS C/O VALLNECOURT  
SR200 POLICE LODGE RD  
TRIBUTARY 1B UNIT 15  
YULEE, FL 32097

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	TRCDD-010	008	TRIBUTARY 1B UNIT 15	05/09/23	IO 109827

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
900	900	DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	24.910	FT	22419.00
			<b>INVOICE SUB-TOTAL</b>			<b>22419.00</b>
<p>*****</p> <p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p>						

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<b>TERMS:</b> NET 10TH PROX	<b>ORIGINAL INVOICE</b>	<b>TOTAL DUE</b>	<b>\$22,419.00</b>
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

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# Three Rivers CDD 2021B ACQUISITION AND CONSTRUCTION ETM No 214 Ferguson (Unit 15)

Final Audit Report

2023-05-22

Created:	2023-05-16
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAknEsrX9uTpFvJKm1G1klobvhkn-P-ic

## "Three Rivers CDD 2021B ACQUISITION AND CONSTRUCTION ETM No 214 Ferguson (Unit 15)" History

-  Document created by Shelley Blair (blairs@etmnc.com)  
2023-05-16 - 7:56:37 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature  
2023-05-16 - 7:56:51 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)  
2023-05-22 - 5:40:12 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)  
Signature Date: 2023-05-22 - 5:40:24 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.  
2023-05-22 - 5:40:24 PM GMT

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

**3B VII**

**2021B ACQUISITION AND CONSTRUCTION  
REQUISITION NO. 215**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **215**
- (2) Payment Instructions; **Rinker Materials**  
**PO Box 936217**  
**Atlanta, GA 31193-6217**
- (3) Amount Payable: **\$ 124,394.40**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoices – Tributary Unit 15**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SERIES 2021B (SOUTH ASSESSMENT AREA)**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:


1.  obligations in the stated amount set forth above have been incurred by the Issuer,  
or  
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
\_\_\_\_\_  
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.

**ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER**

  
\_\_\_\_\_  
District Engineer

May 16, 2023

Rinker Materials

<b>27011799</b>	<b>\$57,549.60</b>	<b>05/08/23</b>
<b>27003193</b>	<b>\$49,060.80</b>	<b>05/08/23</b>
<b>27020625</b>	<b>\$17,784.00</b>	<b>05/10/23</b>
<b>TOTAL</b>	<b>\$124,394.40</b>	



**INVOICE**

INVOICE NO.

27011799



**RINKER MATERIALS**  
**P.O. BOX 936217**  
**ATLANTA, GA 31193-6217**

**B I L L T O**  
 714706  
**THREE RIVERS CDD**  
**C/O ENGLAND-THIMS & MILLER, INC**  
**14775 OLD ST AUGUSTINE RD**  
**JACKSONVILLE FL 32043**

**S H I P T O**  
 859089  
**TRIBUTARY UNIT 15**  
**BUCCANEER TRL AT POLICE LODGE RD**  
**YULEE FL 32097**

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-008	05/08/23		06/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
05/11/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
104			22640789	PR030P3B096090	P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA PRO#:741083 SB#:09680419	85.500	LF	8,892.00
13			22640789	RGAS0030000	30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1 PRO#:741083 SB#:09680419	.000	EA	.00
152			22648333	PR024P3B096090	24" PG CL-3 RCP SPC MIX 8" P R 24 PFL CL-3 B WALL 96 GRAN PRO#:741083 SB#:09680419	55.800	LF	8,481.60
19			22648333	RGAS0024000	24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4 PRO#:741083 SB#:09680419	.000	EA	.00
152			22648335	PR024P3B096090	24" PG CL-3 RCP SPC MIX 8" P R 24 PFL CL-3 B WALL 96 GRAN PRO#:741083 SB#:09680419	55.800	LF	8,481.60
19			22648335	RGAS0024000	24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	SUB-TOTAL ►	57,549.60
	INVOICE TOTAL ►	57,549.60
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE



INVOICE

INVOICE NO.
27011799

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
128			22648337	PR024P3B096090	PRO#:741083 SB#:09680419 24" PG CL-3 RCP SPC MIX 8' P R 24 PFL CL-3 B WALL 96 GRAN	55.800	LF	7,142.40
16			22648337	RGAS0024000	PRO#:741083 SB#:09680419 24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4	.000	EA	.00
112			22648343	PR018P3B096090	PRO#:741083 SB#:09680419 P R 018 PFL CL-3 B WALL 96 GRA P R 18 PFL CL-3 B WALL 96 GRAN	36.000	LF	4,032.00
32			22648343	PR030P3B096090	PRO#:741083 SB#:09680419 P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA	85.500	LF	2,736.00
14			22648343	RGAS0018000	PRO#:741083 SB#:09680419 18" PROFILE (3/4X396CC) 18 PROFILE GASKET (3/4 X396CC)	.000	EA	.00
4			22648343	RGAS0030000	PRO#:741083 SB#:09680419 30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1	.000	EA	.00
104			22648345	PR030P3B096090	PRO#:741083 SB#:09680419 P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA	85.500	LF	8,892.00
13			22648345	RGAS0030000	PRO#:741083 SB#:09680419 30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1	.000	EA	.00
104			22648349	PR030P3B096090	PRO#:741083 SB#:09680419 P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA	85.500	LF	8,892.00
13			22648349	RGAS0030000	PRO#:741083 SB#:09680419 30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1	.000	EA	.00

**INVOICE**

INVOICE NO.
27003193



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	714706	THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
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S H I P T O	859089	TRIBUTARY UNIT 15 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-008	05/08/23		06/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
05/10/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
104			22640784	PR030P3B096090	P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA PRO#:741083 SB#:09680419	85.500	LF	8,892.00
13			22640784	RGAS0030000	30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1 PRO#:741083 SB#:09680419	.000	EA	.00
104			22640799	PR030P3B096090	P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA PRO#:741083 SB#:09680419	85.500	LF	8,892.00
13			22640799	RGAS0030000	30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1 PRO#:741083 SB#:09680419	.000	EA	.00
152			22640800	PR024P3B096090	24" PG CL-3 RCP SPC MIX 8" P R 24 PFL CL-3 B WALL 96 GRAN PRO#:741083 SB#:09680419	55.800	LF	8,481.60
19			22640800	RGAS0024000	24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4	.000	EA	.00

Continued On Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	<b>SUB-TOTAL ►</b>	<b>49,060.80</b>
	<b>INVOICE TOTAL ►</b>	<b>49,060.80</b>
	<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>



INVOICE

INVOICE NO.
27003193

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
152			22640804	PR024P3B096090	PRO#:741083 SB#:09680419 24" PG CL-3 RCP SPC MIX 8' P R 24 PFL CL-3 B WALL 96 GRAN	55.800	LF	8,481.60
19			22640804	RGAS0024000	PRO#:741083 SB#:09680419 24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4	.000	EA	.00
152			22640807	PR024P3B096090	PRO#:741083 SB#:09680419 24" PG CL-3 RCP SPC MIX 8' P R 24 PFL CL-3 B WALL 96 GRAN	55.800	LF	8,481.60
19			22640807	RGAS0024000	PRO#:741083 SB#:09680419 24" PROFILE (3/4X505CC) 24 RUBBER GASKET PROFILE (3/4	.000	EA	.00
216			22640815	PR015P3B096090	PRO#:741083 SB#:09680419 P R 015 PFL CL-3 B WALL 96 GRA P R 15 PFL CL-3 B WALL 96 GRAN	27.000	LF	5,832.00
27			22640815	RGAS0015000	PRO#:741083 SB#:09680419 15" PROFILE (21/32X262CC) 15 RUBBER GASKET PROFILE (21/ PRO#:741083 SB#:09680419	.000	EA	.00

**INVOICE**

INVOICE NO.

27020625



R E M I T T O	<b>RINKER MATERIALS</b> P.O. BOX 936217 ATLANTA, GA 31193-6217
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B I L L T O	714706  THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043
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S H I P T O	859089  TRIBUTARY UNIT 15 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-008	05/10/23		06/15/23	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
05/12/23	Prepaid	Net 15th	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
104			22656134	PR030P3B096090	P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA PRO#:741083 SB#:09680419	85.500	LF	8,892.00
13			22656134	RGAS0030000	30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1 PRO#:741083 SB#:09680419	.000	EA	.00
104			22656137	PR030P3B096090	P R 30 PFL CL-3 B WALL 96 GRA P R 30 PFL CL-3 B WALL 96 GRA PRO#:741083 SB#:09680419	85.500	LF	8,892.00
13			22656137	RGAS0030000	30" PROFILE (98 1/2) 30 RUBBER GASKET PROFILE (98 1 PRO#:741083 SB#:09680419	.000	EA	.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6215 RINKER MATERIALS 55 DRITCHES HAYS CLARY AVE GRETNA FL 32332 Tel: (850)407-3982 Fax: (000)000-0000	<b>SUB-TOTAL ►</b>	<b>17,784.00</b>
	<b>INVOICE TOTAL ►</b>	<b>17,784.00</b>
	USD DOLLARS	PLEASE PAY FROM THIS INVOICE




# Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 215 Rinker

Final Audit Report

2023-05-22

Created:	2023-05-18
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAgBsHwtnr8yakLwPG_hfjHIsTAABrxIZ

## "Three Rivers CDD - 2021B ACQUISITION AND CONSTRUCTION ETM No 215 Rinker" History

-  Document created by Shelley Blair (blairs@etminc.com)  
2023-05-18 - 2:09:56 PM GMT- IP address: 73.104.179.217
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature  
2023-05-18 - 2:10:24 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)  
2023-05-22 - 5:07:14 PM GMT- IP address: 12.18.33.170
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)  
Signature Date: 2023-05-22 - 5:07:22 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.  
2023-05-22 - 5:07:22 PM GMT

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

**3C1**

**AGREEMENT BETWEEN THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AND  
ONPLACE, LLC REGARDING THE PROVISION OF LIFESTYLE SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 8th day of May, 2023, 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 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

**ONPLACE, LLC**, a Florida limited liability company, whose mailing address is 6151 Lake Osprey Drive, Suite 300, Sarasota, Florida 34240 (“Contractor”, together with District, “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “Act”); and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide lifestyle management services for the District; and

**WHEREAS**, Contractor represents that it is qualified to provide lifestyle management services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“Services”); and

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

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

**SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional lifestyle management services within presently accepted standards. Upon all Parties signing this



Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** The Contractor shall provide the Services as shown in **Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

**C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

**(1)** The District hereby designates the District Manager to act as its representative.

**(2)** Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from

Contractor's activities and work within twenty-four (24) hours.

**SECTION 4. COMPENSATION; TERM.**

**A.** For the purpose of providing the Services Contractor shall recruit, hire, and manage a lifestyle director and a lifestyle assistant. The lifestyle director and lifestyle assistant shall be an employee of the Contractor. Compensation to the Contractor shall include a one-time discovery and computer set-up fee in the amount of \$3,500.00, which amount shall be invoiced upon the execution of this agreement.

**B.** The Contractor and the District acknowledge and agree that the lifestyle director's salary shall not exceed \$65,000.00 per year, which amount may be subject to increase upon written consent by the District. Contractor shall consult with the District in connection with the hiring of the lifestyle director to ensure that the candidate is a good fit and to confirm salary. As compensation under this Agreement, the District agrees to pay Contractor the actual payroll expenses it incurs in employing the lifestyle director including salary, payroll tax burden, federal and state taxes, retirement plan contributions, paid time off, and medical health insurance, plus 5% (the "Lifestyle Director Total Annual Compensation"). Contractor acknowledges and agrees that the Lifestyle Director Total Annual Compensation, which excludes the set-up fee and costs related to event and programming expenses, shall not exceed \$93,000.00, without the District's written consent. The Contractor and the District acknowledge and agree that it will take time to hire and onboard a lifestyle director. Contractor will make every attempt to hire and onboard the lifestyle director within 60 days of the execution of this agreement. Until a lifestyle director is hired, Contractor will provide an interim lifestyle director to begin establishing the programming framework and to implement the events. The interim lifestyle director will be onsite for limited events until the full time lifestyle director is hired. The Contractor and the District acknowledge and agree that the interim lifestyle director position will be part-time (up to 20 hours per week) at a rate of \$35 per hour, which hours and rate amounts may be subject to increase upon written consent by the District.

**C.** The Contractor and the District acknowledge and agree that the lifestyle assistant position will be part-time (up to 20 hours per week) at a rate to be paid to the lifestyle assistant of no more than \$20 per hour, which hour and rate amounts may be subject to increase upon written consent by the District. Contractor shall consult with the District in connection with the hiring of the lifestyle assistant to ensure that the candidate is a good fit and to confirm hourly rate. As compensation under this Agreement, the District agrees to pay Contractor the actual payroll expenses it incurs in employing the lifestyle assistant including salary, payroll tax burden, federal and state taxes, retirement plan contributions, paid time off, and medical health insurance, plus 5% (the "Lifestyle Assistant Total Annual Compensation," together with the Lifestyle Director Total Annual Compensation the "Combined Total Annual Compensation"). Contractor acknowledges and agrees that the Lifestyle Assistant Total Annual Compensation, which excludes the set-up fee and costs related to event and programming expenses, shall not exceed \$27,000.00, without the District's written consent.

D. The District agrees to pay the Contractor the Combined Total Annual Compensation on a monthly basis, one month in advance of actual payroll. Contractor shall submit monthly invoices, which invoices shall provide a break down of each component that makes up the monthly portion of the Combined Total Annual Compensation.

E. As part of the Services, the lifestyle director shall schedule and program events for the District's residents. All event and programming expenses shall be at the expense of the District. District agrees to approve and fund an annual programming budget sufficient to perform the approved lifestyle program, which shall be in the District's sole discretion. Unless otherwise provided in the approved lifestyle budget, the expenses incurred for any item or event shall not exceed the sum of One-Thousand Dollars (\$1,000.00), without advanced written approval from the District. District agrees to reimburse Contractor for advance payments of event and programming expenses, plus 10% processing fee, and general supplies needed for onsite office in accordance with the approved annual lifestyle budget. Amounts to be reimbursed shall be included in Contractor's monthly invoices.

F. The term of this Agreement shall be from May 8, 2023, through December 31, 2023, unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

G. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an, addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

H. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 5. INSURANCE.**

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:

    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**SECTION 6. INDEMNIFICATION.**

- A. Contractor Indemnification. The Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or

damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

- B. District Indemnification. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), except to the extent caused by the gross negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend, and hold harmless the Contractor and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Contractor may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the grossly negligent or intentionally wrongful acts or omissions of the District.
- C. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

**SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with

respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 9. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination

of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

**SECTION 14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 15. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 17. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 18. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 19. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

**SECTION 20. AMENDMENTS.** 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 Parties.

**SECTION 21. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** Three Rivers Community  
Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:** OnPlace, LLC  
7357 International Pl, Ste. 102  
Sarasota, Florida 34240  
Attn: Monaca Onstad

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

**SECTION 23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding



upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 24. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Nassau County, Florida.

**SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Craig Wrathell** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0100, WRATHELLC@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**SECTION 26. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 27. 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 any doubtful language will not be interpreted or construed against any party.

**SECTION 28. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 29. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.


*[Signatures on following page]*

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

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**ONPLACE LLC**

  
\_\_\_\_\_  
By: Monaca S. Onstad  
Its: President/CEO

**Exhibit A:**      Scope of Services

## Exhibit A

### Community Relations & Lifestyle Director Job Description Tributary | Yulee, FL

**Job Summary:** The Community Relations & Lifestyle Director is responsible for creating authentic connections among residents and building a sense of community through the planning and implementation of social, educational, and recreational events and activities. The Community Relations & Lifestyle Director will be responsible for the creation of the community annual lifestyle program and budget. This includes marketing and communication of all events and activities within the community. The Community Relations & Lifestyle Director will support the sales teams with prospective buyer and realtor inquiries pertaining to community life. This position is a full-time opportunity and will require a flexible schedule, including some nights and weekends.

The Community Relations & Lifestyle Director has a wide range of responsibilities included but not limited to:

- Work with the team, developer and onsite property management team, to create and deliver a robust lifestyle program
- Design and maintain lifestyle budget including all expenses and ticket sales revenue and forecasting as needed
- Oversee and coordinate the welcome program for new residents to include community orientations and welcome packet distribution
- Schedule, coordinate and execute community events and activities for resident enjoyment in accordance with the approved lifestyle program and budget
- Coordination to include planning, budgeting, ticket sales and event registration, logistical planning, setup, breakdown and attaining necessary supplies, post event recap and feedback
- Negotiate necessary contracts relating to programming as outlined in the lifestyle budget
- Communicate various lifestyle offerings through various forms of communication, i.e. website, email, social media, newsletter
- Attend all community sponsored lifestyle events
- Oversee and maintain reservations across amenities
- Actively recruit residents to create and join community groups
- Support community groups in the scheduling, planning and execution of group events and activities
- Maintain files on all event logistics including flyers, contracts, registration information, profit and loss statements and post event feedback
- Evaluate prospective fitness instructors, vendors and entertainment to support the lifestyle program
- Establish community partners to support the lifestyle program

#### Qualifications:

- Excellent communication and customer service skills
- Energetic and enthusiastic
- Professional appearance and attitude
- Ability to lift 25 pounds
  
- Exceptional work ethic and leadership
- Able to multitask and high-level organizational skills
- Event planning or hospitality background a plus
- Microsoft Office, Word, Excel, PowerPoint, Canva, Publisher and Outlook required

This job description is not intended to be all-inclusive. Employees may perform other related duties as established to meet the ongoing needs of the organization.

**Lifestyle & Amenity Administrative Assistant Job Description**  
**Tributary | Yulee, FL**

**JOB SUMMARY:** We are seeking a friendly and enthusiastic Lifestyle & Amenity Administrative Assistant to support Amenity Center operations & the oversight of events and activities at Tributary. This position will also support the Community Relations & Lifestyle Director and Sales team by welcoming, touring prospective residents and educating them on Tributary life. At the request of Management, the Lifestyle Administrative Assistant may be required to act as the interim Lifestyle Director in the event of their absence or vacant position.

**ESSENTIAL JOB FUNCTIONS:**

- Open, maintain, and close the Tributary amenity center as needed according to procedures
- Understand and communicate the community brand to prospects and residents
- Comply with all applicable rules, policies, standards and guidelines related to employment at OnPlace and those of the Tributary community.
- Work with the Community Relations & Lifestyle Director, management & sales team to deliver a robust lifestyle program
- Support in the planning, marketing, and execution of the programs and activities as designed by the Community Relations & Lifestyle Director.
- Ensure resident compliance of rules and regulations, support existing residents with needs when using the amenity.
- Assist with maintaining registration and reporting of resident events and activities
- Welcome, tour and educate prospective residents on community, amenities and community programming
- Assist in the maintenance of community documents including marketing collateral, welcome packets, visitor tracking amenity signage etc. as directed by onsite team
- When necessary, direct residents to group outings/activities or connect with the appropriate team member
- Assist with the setup and breakdown of event needs, support audio/video required activities
- Support in miscellaneous administrative tasks of the Tributary Management team as needed
- Oversee mail, shipping, and general back office administration
- Other duties as they may be assigned

**REQUIREMENTS:**

- Must be able to work weekends as needed
- Strong Customer Service and/or sales experience
- Proficient in MS Office Suite including Outlook, Excel, and Word
- Excellent oral and written communication skills are necessary
- 1-2 years' customer service experience in real estate or retail environment
- Candidates must be able to focus in an open workspace
- Ability to frequently stand/walk most of the day
- Light lifting, pushing and pulling up to 50 pounds may be needed

This job description is not intended to be all-inclusive. Employees may perform other related duties as established to meet the ongoing needs of the organization.

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2022**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the accompanying financial statements of the governmental activities and each major fund of Three Rivers Community Development District, Nassau County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### *Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated June 8, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

 *Law & Associates*

June 8, 2023

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Three Rivers Community Development District, Nassau County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$20,517,404.
- The change in the District's total net position for the fiscal year ended September 30, 2022 was \$11,854,232, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$2,179,447 a decrease of (\$6,766,141). A portion of fund balance is restricted for debt service, non-spendable for prepaids and deposits, unassigned fund balance deficit in the capital projects fund and the remainder is unassigned fund balance in the general fund which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

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

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

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

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

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

## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

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

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

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

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

### Notes to the Financial Statements

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

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2022	2021
Assets, excluding capital assets	\$ 4,622,025	\$ 12,610,653
Capital assets, net of depreciation	43,886,391	28,806,540
Total assets	48,508,416	41,417,193
Liabilities, excluding long-term liabilities	2,980,944	4,226,358
Long-term liabilities	25,010,068	28,527,663
Total liabilities	27,991,012	32,754,021
Net Position		
Net investment in capital assets	18,228,224	6,358,036
Restricted	2,226,485	2,301,837
Unrestricted	62,695	3,299
Total net position	\$ 20,517,404	\$ 8,663,172

## GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position increased during the most recent fiscal year. The majority of the increase was due to capital contributions by the Developer.

Key elements of the change in net position are reflected in the following table:

CHANGES IN NET POSITION		
FOR THE FISCAL YEAR ENDED SEPTEMBER 30,		
	2022	2021
Revenues:		
Program revenues		
Charges for services	\$ 4,931,766	\$ 3,448,299
Operating grants and contributions	344,801	188,732
Capital grants and contributions	8,343,273	7,895,995
Total revenues	<u>13,619,840</u>	<u>11,533,026</u>
Expenses:		
General government	297,973	168,809
Maintenance and operations	240,459	20,316
Interest on long-term debt	1,133,020	1,091,881
Bond issue costs	94,156	522,865
Total expenses	<u>1,765,608</u>	<u>1,803,871</u>
Change in net position	<u>11,854,232</u>	<u>9,729,155</u>
Net position - beginning	8,663,172	(1,065,983)
Net position - ending	<u>\$ 20,517,404</u>	<u>\$ 8,663,172</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$1,765,608. The costs of the District's activities were paid by program revenues. Program revenues are comprised primarily of Developer contributions and assessments. The expenses decreased as a result of less bond issue costs in the current fiscal year.

## GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2022, the District had \$43,886,391 invested in infrastructure in progress. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2022, the District had \$25,075,000 in Bonds outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

It is anticipated that the general operations of the District will increase as the District is being built out.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Three Rivers Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
STATEMENT OF NET POSITION  
SEPTEMBER 30, 2022**

	Governmental Activities
<b>ASSETS</b>	
Cash	\$ 2,437
Due from County	191,723
Assessments receivable	14,192
Due from Developer	1,531,551
Due from other	449
Deposits and prepaids	37,303
Restricted assets:	
Investments	2,844,370
Capital assets:	
Nondepreciable	43,886,391
Total assets	48,508,416
 <b>LIABILITIES</b>	
Accounts payable	122,042
Contracts and retainage payable	2,310,283
Accrued interest payable	538,366
Due to Developer	10,253
Non-current liabilities:	
Due within one year	290,000
Due in more than one year	24,720,068
Total liabilities	27,991,012
 <b>NET POSITION</b>	
Net investment in capital assets	18,228,224
Restricted for debt service	2,226,485
Unrestricted	62,695
Total net position	\$ 20,517,404

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 STATEMENT OF ACTIVITIES  
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

<u>Functions/Programs</u>	<u>Expenses</u>	Program Revenues			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 297,973	\$ 261,841	\$ 335,987	\$ -	\$ 299,855
Maintenance and operations	240,459	-	-	8,343,273	8,102,814
Bond issue costs	94,156	-	-	-	(94,156)
Interest on long-term debt	1,133,020	4,669,925	8,814	-	3,545,719
Total governmental activities	1,765,608	4,931,766	344,801	8,343,273	11,854,232
					11,854,232
					8,663,172
					\$ 20,517,404

See notes to the financial statements



**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>ASSETS</b>				
Cash	\$ 2,437	\$ -	\$ -	\$ 2,437
Investments	-	2,763,570	80,800	2,844,370
Assessments receivable	12,918	1,274	-	14,192
Due from Developer	142,992	7	1,388,552	1,531,551
Due from County	-	-	191,723	191,723
Due from other funds	-	-	660	660
Due from other	-	-	449	449
Deposits and prepaids	37,303	-	-	37,303
Total assets	<u>\$ 195,650</u>	<u>\$ 2,764,851</u>	<u>\$ 1,662,184</u>	<u>\$ 4,622,685</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 122,042	\$ -	\$ -	\$ 122,042
Contracts and retainage payable	-	-	2,310,283	2,310,283
Due to other funds	660	-	-	660
Due to Developer	10,253	-	-	10,253
Total liabilities	<u>132,955</u>	<u>-</u>	<u>2,310,283</u>	<u>2,443,238</u>
Fund balances:				
Nonspendable:				
Prepaids and deposits	37,303	-	-	37,303
Restricted for:				
Debt service	-	2,764,851	-	2,764,851
Unassigned	25,392	-	(648,099)	(622,707)
Total fund balances	<u>62,695</u>	<u>2,764,851</u>	<u>(648,099)</u>	<u>2,179,447</u>
Total liabilities and fund balances	<u>\$ 195,650</u>	<u>\$ 2,764,851</u>	<u>\$ 1,662,184</u>	<u>\$ 4,622,685</u>

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
 TO THE STATEMENT OF NET POSITION  
 SEPTEMBER 30, 2022**

Fund balance - governmental funds \$ 2,179,447

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	43,886,391	
Accumulated depreciation	<u>-</u>	43,886,391

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(538,366)	
Bonds payable	<u>(25,010,068)</u>	<u>(25,548,434)</u>

Net position of governmental activities		<u>\$ 20,517,404</u>
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See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>REVENUES</b>				
Assessments	\$ 261,841	\$ 4,669,925	\$ -	\$ 4,931,766
Developer contributions	335,987	-	7,823,022	8,159,009
Interest	-	8,814	2,227	11,041
County contributions	-	-	518,024	518,024
Total revenues	<u>597,828</u>	<u>4,678,739</u>	<u>8,343,273</u>	<u>13,619,840</u>
<b>EXPENDITURES</b>				
Current:				
General government	297,973	-	-	297,973
Maintenance and operations	240,459	-	-	240,459
Debt Service:				
Principal	-	3,520,000	-	3,520,000
Interest	-	1,153,542	-	1,153,542
Bond issue costs	-	94,156	-	94,156
Capital outlay	-	-	15,079,851	15,079,851
Total expenditures	<u>538,432</u>	<u>4,767,698</u>	<u>15,079,851</u>	<u>20,385,981</u>
Excess (deficiency) of revenues over (under) expenditures	59,396	(88,959)	(6,736,578)	(6,766,141)
<b>OTHER FINANCING SOURCES (USES)</b>				
Interfund transfer in	-	-	9,320	9,320
Interfund transfer (out)	-	(9,320)	-	(9,320)
Total other financing sources (uses)	<u>-</u>	<u>(9,320)</u>	<u>9,320</u>	<u>-</u>
Net change in fund balances	59,396	(98,279)	(6,727,258)	(6,766,141)
Fund balances - beginning	<u>3,299</u>	<u>2,863,130</u>	<u>6,079,159</u>	<u>8,945,588</u>
Fund balances - ending	<u>\$ 62,695</u>	<u>\$ 2,764,851</u>	<u>\$ (648,099)</u>	<u>\$ 2,179,447</u>

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Net change in fund balances - total governmental funds	\$ (6,766,141)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	15,079,851
Governmental funds report the effect of Bond premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	(2,405)
Governmental funds report the payment of principal on the Bonds as an expenditure, whereas these amounts are eliminated in the statement of activities and recognized as a reduction of long-term liabilities in the statement of net position.	3,520,000
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>22,927</u>
Change in net position of governmental activities	<u><u>\$ 11,854,232</u></u>

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Three Rivers Community Development District ("District") was established by Ordinance 2018-47 of the Board of County Commissioners of Nassau County, pursuant to the Uniform Community Development District Act of 1980, and otherwise known as Chapter 190, Florida Statutes, effective January 17, 2019. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by landowners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2022, certain Board members were affiliated with Three Rivers Developer, LLC, (the "Developer").

The Board has the responsibility for:

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

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

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

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

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

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

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the “Uniform Method of Collection” under Florida Statutes. Direct collected assessments are due as set forth in the annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the Uniform Method are noticed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### Capital Projects Fund

The capital projects fund is used to account for the costs of major infrastructure acquired by the District and also to accumulate capital reserves for future maintenance costs and capital projects.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government’s policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity**

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

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

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

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

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital asset are under construction.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

## **NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

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

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change. The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.



## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Other Disclosures

#### Use of Estimates

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

## NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

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

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the upcoming October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

## NOTE 4 – DEPOSITS AND INVESTMENTS

### Deposits

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

### Investments

The District's investments were held as follows at September 30, 2022:

	<u>Amortized cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
First American Government Obligations Fund - Class Y	\$ 2,844,370	S&P AAAm	Weighted average of the fund portfolio: 18 days
	<u>\$ 2,844,370</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

## NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

### Investments (Continued)

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

## NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure in progress	\$ 28,806,540	\$ 15,079,851	\$ -	\$ 43,886,391
Total capital assets, not being depreciated	28,806,540	15,079,851	-	43,886,391
Governmental activities capital assets, net	\$ 28,806,540	\$ 15,079,851	\$ -	\$ 43,886,391

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$134,000,000. The project is expected to be completed in phases. The infrastructure will include offsite improvements, stormwater systems, utilities, roadway improvements, landscaping, hardscaping, parks, an amenity center, and a Fire Station. Upon completion, certain assets will be conveyed to others for ownership and maintenance.

During the year the District entered into an interlocal agreement with Nassau County for construction of public recreational facilities. During the year, the District received \$518,024 from Nassau County.

## NOTE 6 – LONG TERM LIABILITIES

### Series 2019A1 and A2

In September 2019 the District issued \$17,745,000 of Special Assessment Bonds, Series 2019 A-1 and A-2 consisting of multiple term bonds with due dates ranging from May 1, 2024 to May 1, 2050 and fixed interest rates ranging from 3.875% to 4.75%. The Bonds were issued to finance a portion of the cost of acquiring, constructing, and equipping the Series 2019 project. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2019 Bonds is paid serially commencing May 1, 2021 through May 1, 2050.

The Bonds are subject to optional redemption prior to maturity as outlined in the Bond Indenture. The Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments and prepaid the bonds \$1,025,000.

## NOTE 6 – LONG TERM LIABILITIES (Continued)

### Series 2019A1 and A2 (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

### Series 2021B and Series 2021B SAA

In February 2021, the District issued \$3,680,000 of Special Assessment Bonds, Series 2021B and \$10,000,000 of Special Assessment Bonds, Series 2021B SAA (South Assessment Area) consisting of term bonds with due date of May 1, 2036 with fixed interest rates of 4.5 to 4.625%, respectively. The Bonds were issued to finance a portion of the cost of acquiring, constructing, and equipping the Series 2021 project. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2021B Bonds is with a lump sum payment on May 1, 3036 and principal on the Series 2021B SSA is paid in a lump sum on May 1, 3036.

The Bonds are subject to optional redemption prior to maturity as outlined in the Bond Indenture. The Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner outlined in the Bond Indenture. This occurred during the current fiscal year as the District collected assessments and prepaid the bonds \$2,220,000.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

### Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2019 A1	\$ 15,900,000	\$ -	\$ 1,165,000	\$ 14,735,000	\$ 290,000
Series 2019 A2	210,000	-	135,000	75,000	-
Less original issue discount	67,337	-	2,405	64,932	-
Series 2021B	2,485,000	-	2,220,000	265,000	-
Series 2021B SSA	10,000,000	-	-	10,000,000	-
Total	<u>\$ 28,527,663</u>	<u>\$ -</u>	<u>\$ 3,517,595</u>	<u>\$ 25,010,068</u>	<u>\$ 290,000</u>

## NOTE 6 – LONG TERM LIABILITIES (Continued)

At September 30, 2022, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2023	\$ 290,000	\$ 1,292,081	\$ 1,582,081
2024	300,000	1,280,844	1,580,844
2025	315,000	1,269,219	1,584,219
2026	325,000	1,256,226	1,581,226
2027	340,000	1,242,819	1,582,819
2028-2032	12,015,000	7,609,994	19,624,994
2033-2037	2,690,000	3,629,700	6,319,700
2038-2042	3,040,000	2,020,163	5,060,163
2043-2047	3,855,000	1,229,063	5,084,063
2048-2050	1,905,000	269,325	2,174,325
Total	\$ 25,075,000	\$ 21,099,434	\$ 46,174,434

## NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$335,987, which includes a receivable of \$142,992 at September 30, 2022. The Developer is also funding amounts in excess of the bond proceeds through capital contributions which are recorded in the capital project fund.

Developer owns a significant portion of land within the District; therefore, assessment revenues in the debt service funds include the assessments levied on those lots owned by the Developer.

## NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

## NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

## NOTE 10 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

## NOTE 11 – SUBSEQUENT EVENT

### Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$130,000 of the Series 2019A2 Bonds and \$265,000 on the Series 2021B Bonds. The prepayments were considered extraordinary mandatory redemptions as outlined in the Bond Indenture.

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Budgeted Amounts Original & Final	Actual Amounts	Variance with Final Budget - Positive (Negative)
<b>REVENUES</b>			
Assessments	\$ -	\$ 261,841	\$ 261,841
Developer contributions	585,132	335,987	(249,145)
Total revenues	585,132	597,828	12,696
<b>EXPENDITURES</b>			
Current:			
General government	140,229	297,973	(157,744)
Maintenance and operations	449,912	240,459	209,453
Total expenditures	590,141	538,432	51,709
Excess (deficiency) of revenues over (under) expenditures	\$ (5,009)	59,396	\$ 64,405
Fund balance - beginning		3,299	
Fund balance - ending		\$ 62,695	

See notes to required supplementary information

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 OTHER INFORMATION – DATA ELEMENTS  
 REQUIRED BY FL STATUTE 218.39(3)(C)  
 UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	5
Number of independent contractors compensated in September 2022	4
Employee compensation for FYE 9/30/2022 (paid/accrued)	\$6,800
Independent contractor compensation for FYE 9/30/2022	\$84,862
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See page 21 of annual financial report
Ad Valorem taxes;	Not applicable
Millage rate FYE 9/30/2022	Not applicable
Ad valorem taxes collected FYE 9/30/2022	Not applicable
Outstanding Bonds:	Not applicable
Non ad valorem special assessments;	
Special assessment rate FYE 9/30/2022	Operations and maintenance - \$1,215.93 Debt service - \$1,458.51 - 1,719.15
Special assessments collected FYE 9/30/2022	\$0
Outstanding Bonds:	
Series 2021, due May 1, 2050,	see Note 6 for details



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Three Rivers Community Development District, Nassau County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 8, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Bhav & Associates*

June 8, 2023



**Grau & Associates**  
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

We have examined Three Rivers Community Development District, Nassau County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Three Rivers Community Development District, Nassau County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Grau & Associates*

June 8, 2023



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Three Rivers Community Development District, Nassau County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated June 8, 2023.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 8, 2023, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Three Rivers Community Development District, Nassau County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Three Rivers Community Development District, Nassau County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*

June 8, 2023

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 23.

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

**5**

**RESOLUTION 2023-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

**WHEREAS**, the District’s Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District’s Audited Financial Report for Fiscal Year 2022;

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

1. The Audited Financial Report for Fiscal Year 2022, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2022, for the period ending September 30, 2022; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2022 shall be attached hereto as an exhibit to this Resolution, in the District’s “Official Record of Proceedings”.

**PASSED AND ADOPTED** this 15th day of June, 2023.

**ATTEST:**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

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

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
APRIL 30, 2023**



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
APRIL 30, 2023**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Debt Service Fund Series 2021B SSA	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021	Capital Projects Fund Series 2021B SSA	Total Governmental Funds
<b>ASSETS</b>									
Cash	\$ 363,703	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 363,703
Investments	-								
Revenue	-	1,199,631	257	2,534	232,912	-	-	-	1,435,334
Reserve	-	939,244	3,325	14,850	462,500	-	-	-	1,419,919
Prepayment	-	3,324	257	182,297	-	-	-	-	185,878
Construction	-	-	-	-	-	-	18,491	150,454	168,945
Construction - master	-	-	-	-	-	4,969	-	-	4,969
Construction - neighborhood	-	-	-	-	-	1	-	-	1
Interest	-	-	-	3,322	-	-	-	-	3,322
Due from Three Rivers Developers	-	212,216	-	-	-	-	653,368	1,718,155	2,583,739
Due from other	-	-	-	-	-	-	6	450	456
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	5,509
Utility deposit	33,967	-	-	-	-	-	-	-	33,967
Prepaid expense	3,320	-	-	-	-	-	-	-	3,320
Total assets	<u>\$ 400,990</u>	<u>\$ 2,354,415</u>	<u>\$ 9,348</u>	<u>\$ 203,003</u>	<u>\$ 695,412</u>	<u>\$ 4,970</u>	<u>\$ 671,865</u>	<u>\$ 1,869,059</u>	<u>\$ 6,209,062</u>
<b>LIABILITIES</b>									
Liabilities:									
Accounts payable	\$ 45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45
Due to Developer	246	-	-	-	-	-	-	-	246
Due to other	319	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	5,509
Contracts payable	-	-	-	-	-	-	351,168	1,842,972	2,194,140
Retainage payable	-	-	-	-	-	53,939	23,694	266,274	343,907
Accrued taxes payable	153	-	-	-	-	-	-	-	153
Developer advance	20,000	-	-	-	-	-	-	-	20,000
Total liabilities	<u>20,763</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>53,939</u>	<u>374,862</u>	<u>2,109,246</u>	<u>2,564,319</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>									
Deferred receipts	-	212,216	-	-	-	-	653,368	1,719,155	2,584,739
Total deferred inflows of resources	<u>-</u>	<u>212,216</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>653,368</u>	<u>1,719,155</u>	<u>2,584,739</u>
<b>FUND BALANCES</b>									
Restricted for									
Debt service	-	2,136,690	9,348	203,003	695,412	-	-	-	3,044,453
Capital projects	-	-	-	-	-	(48,969)	(356,365)	(1,959,342)	(2,364,676)
Unassigned	380,227	-	-	-	-	-	-	-	380,227
Total fund balances	<u>380,227</u>	<u>2,136,690</u>	<u>9,348</u>	<u>203,003</u>	<u>695,412</u>	<u>(48,969)</u>	<u>(356,365)</u>	<u>(1,959,342)</u>	<u>1,060,004</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 400,990</u>	<u>\$ 2,354,415</u>	<u>\$ 9,348</u>	<u>\$ 203,003</u>	<u>\$ 695,412</u>	<u>\$ 4,970</u>	<u>\$ 671,865</u>	<u>\$ 1,869,059</u>	<u>\$ 6,209,062</u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 35,623	\$ 646,638	\$ 644,345	100%
Developer contribution	-	110,564	122,976	90%
Lot closing	-	13,365	-	N/A
Interest and miscellaneous	500	1,000	-	N/A
Total revenues	<u>36,123</u>	<u>771,567</u>	<u>767,321</u>	101%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor fees	1,000	3,000	9,000	33%
FICA	76	230	918	25%
Engineering	-	3,318	8,500	39%
Attorney	1,899	6,683	25,000	27%
Arbitrage	-	-	500	0%
DSF accounting: series 2019	625	4,375	7,500	58%
DSF accounting: series 2021	625	4,375	7,500	58%
DSF accounting: series 2022	-	-	7,500	0%
Dissemination agent: series 2019	83	583	1,000	58%
Dissemination agent: series 2021-B1	83	583	1,000	58%
Dissemination agent: series 2021-B2	83	583	1,000	58%
Dissemination agent: series 2022	-	-	1,000	0%
Trustee: series 2019	-	4,256	4,050	105%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	-	-	4,000	0%
Trustee: series 2022	-	-	4,000	0%
Audit	4,500	4,500	6,000	75%
Management	3,750	26,250	45,000	58%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	292	500	58%
Postage	68	388	500	78%
Insurance	-	5,988	5,500	109%
Printing & binding	42	292	500	58%
Legal advertising	272	1,582	1,500	105%
Other current charges	-	116	500	23%
Office supplies	-	168	-	N/A
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	712	19,807	13,424	148%
Total professional & administrative	<u>13,860</u>	<u>87,544</u>	<u>160,982</u>	54%

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>Operations &amp; maintenance</b>				
Landscape maintenance	68,153	125,524	147,400	85%
Landscape contingency	1,350	1,350	7,700	18%
Electric	(8,566)	17,033	19,800	86%
Reclaimed water	4,123	20,954	44,000	48%
Lake/stormwater maintenance	1,330	8,410	15,180	55%
Irrigation repairs	-	2,302	11,000	21%
Waste pickup	-	-	1,000	0%
Accounting	625	4,375	7,500	58%
Total operations & maintenance	<u>67,015</u>	<u>179,948</u>	<u>253,580</u>	71%
<b>Amenity center</b>				
Utilities				
Telephone & cable	432	2,910	9,566	30%
Electric	13,489	13,489	17,500	77%
Water/irrigation	-	-	18,666	0%
Gas	-	443	1,750	25%
Trash removal	193	1,518	2,916	52%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	-	-	14,466	0%
Access cards	-	1,598	1,166	137%
Management contracts				
Landscape maintenance	(62,762)	7,914	30,526	26%
Landscape seasonal (annuals & pine straw)	11,475	11,475	9,334	123%
Landscape contingency	2,650	2,650	-	N/A
Pool maintenance	2,350	14,100	28,200	50%
Pool repairs	62	174	5,834	3%
Pool chemicals	-	-	14,000	0%
Janitorial services	3,120	16,272	16,030	102%
Janitorial supplies	-	-	3,500	0%
Facility maintenance	1,093	1,813	17,500	10%
Fitness equipment lease	3,130	21,909	38,300	57%
Pest control	140	1,120	1,750	64%
Pool permits	-	-	1,166	0%
Repairs & maintenance	1,681	16,376	9,334	175%
Maintenance reserves	-	-	14,594	0%
New capital projects	-	-	10,000	0%
Special events	272	17,222	11,666	148%
Holiday decorations	-	11,015	12,666	87%
Fitness center repairs/supplies	-	-	3,500	0%
Office supplies	401	3,195	584	547%
Operating supplies	-	1,463	10,850	13%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	39,889	30,000	133%
Kayak launch	-	-	15,000	0%
Total amenity center	<u>(22,274)</u>	<u>186,545</u>	<u>352,748</u>	53%
Total expenditures	<u>58,601</u>	<u>454,037</u>	<u>767,310</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures				
	(22,478)	317,530	11	
Fund balances - beginning	402,705	62,697	-	
Fund balances - ending	<u>\$ 380,227</u>	<u>\$ 380,227</u>	<u>\$ 11</u>	

**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 APRIL 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 42,446	\$ 770,495	\$ 778,720	99%
Assessment levy: off-roll	41,076	164,302	198,678	83%
Assessment prepayments	-	22,553	-	N/A
Interest	7,234	33,122	5,000	662%
Total revenues	<u>90,756</u>	<u>990,472</u>	<u>982,398</u>	101%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	275,000	0%
Principal prepayment	-	85,000	-	N/A
Interest 11/1	-	337,142	340,650	99%
Interest 5/1	-	-	340,650	0%
Total debt service	<u>-</u>	<u>422,142</u>	<u>956,300</u>	44%
<b>Other fees &amp; charges</b>				
Tax collector	850	15,411	16,223	95%
Total other fees and charges	<u>850</u>	<u>15,411</u>	<u>16,223</u>	95%
Total expenditures	<u>850</u>	<u>437,553</u>	<u>972,523</u>	45%
Excess/(deficiency) of revenues over/(under) expenditures	89,906	552,919	9,875	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	-	(2,407)	-	N/A
Total other financing sources	<u>-</u>	<u>(2,407)</u>	<u>-</u>	N/A
Net change in fund balances	89,906	550,512	9,875	
Fund balances - beginning	2,046,784	1,586,178	1,354,063	
Fund balances - ending	<u>\$ 2,136,690</u>	<u>\$ 2,136,690</u>	<u>\$ 1,363,938</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 APRIL 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,562	0%
Interest	13	86	-	N/A
Total revenues	<u>13</u>	<u>86</u>	<u>3,562</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal prepayment	-	5,000	-	N/A
Interest 11/1	-	1,781	1,781	100%
Interest 5/1	-	-	1,781	0%
Total debt service	<u>-</u>	<u>6,781</u>	<u>3,562</u>	190%
Excess/(deficiency) of revenues over/(under) expenditures	13	(6,695)	-	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers in	-	2,407	-	N/A
Total other financing sources	<u>-</u>	<u>2,407</u>	<u>-</u>	N/A
Net change in fund balances	13	(4,288)	-	
Fund balances - beginning	9,335	13,636	41,404	
Fund balances - ending	<u>\$ 9,348</u>	<u>\$ 9,348</u>	<u>\$ 41,404</u>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021B BONDS  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 14,850	0%
Interest	714	4,918	-	N/A
Total revenues	<u>714</u>	<u>4,918</u>	<u>14,850</u>	33%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal prepayment	-	265,000	-	N/A
Interest	-	5,962	14,850	40%
Total debt service	<u>-</u>	<u>270,962</u>	<u>14,850</u>	1825%
Excess/(deficiency) of revenues over/(under) expenditures	714	(266,044)	-	
Fund balances - beginning	202,289	469,047	89,712	
Fund balances - ending	<u>\$ 203,003</u>	<u>\$ 203,003</u>	<u>\$ 89,712</u>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021B SSA BONDS  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 222,360	\$ 222,360	\$ 462,500	48%
Interest	1,662	9,949	-	N/A
Total revenues	<u>224,022</u>	<u>232,309</u>	<u>462,500</u>	50%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	231,250	462,500	50%
Total debt service	<u>-</u>	<u>231,250</u>	<u>462,500</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	224,022	1,059	-	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	-	(1,638)	-	N/A
Total other financing sources	<u>-</u>	<u>(1,638)</u>	<u>-</u>	N/A
Net change in fund balances	224,022	(579)	-	
Fund balances - beginning	471,390	695,991	703,070	
Fund balances - ending	<u>\$ 695,412</u>	<u>\$ 695,412</u>	<u>\$ 703,070</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 APRIL 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 18	\$ 96
Total revenues	18	96
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	18	96
Fund balances - beginning	(48,987)	(49,065)
Fund balances - ending	\$ (48,969)	\$ (48,969)



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021B BONDS  
FOR THE PERIOD ENDED APRIL 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Developer contribution	\$ 18,065	\$ 479,160
Interest	241	2,058
Total revenues	<u>18,306</u>	<u>481,218</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>27,266</u>	<u>491,996</u>
Total expenditures	<u>27,266</u>	<u>491,996</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (8,960)	 (10,778)
 Fund balances - beginning	 (347,405)	 (345,587)
Fund balances - ending	<u><u>\$ (356,365)</u></u>	<u><u>\$ (356,365)</u></u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021B SSA BONDS  
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 64,177	\$ 7,448,789
Nassau County interlocal agreement	22,839	462,899
Interest	1,033	5,461
Total revenues	88,049	7,917,149
<b>EXPENDITURES</b>		
Capital outlay	1,863,840	8,464,180
Total expenditures	1,863,840	8,464,180
Excess/(deficiency) of revenues over/(under) expenditures	(1,775,791)	(547,031)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	1,638
Total other financing sources/(uses)	-	1,638
Net change in fund balances	(1,775,791)	(545,393)
Fund balances - beginning	(183,551)	(1,413,949)
Fund balances - ending	\$ (1,959,342)	\$ (1,959,342)

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

**MINUTES**

**DRAFT**

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

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The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on May 18, 2023 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

**Present were:**

Liam O'Reilly	Chair
Mike Taylor	Vice Chair
Rose Bock	Assistant Secretary
Brad Odom	Assistant Secretary

**Also present were:**

Ernesto Torres	District Manager
Wes Haber	District Counsel
Bill Schaefer (via telephone)	District Engineer
Scott Wild (via telephone)	England-Thims & Miller, Inc. (ETM)
Michael Molineaux	Castle Group
Shana Wolk	Castle Group

**Residents present were:**

Marge Garry	Nora Bertacchi	Darlene Blackmore	Emily & Michael Maples
Michael Jakob	Steven Mitchell	Michele Davis-Porter	Adriana da Veiga James
Peter James	Keith Howard	Rosalind Roberts	Will & Laura Haffecke
Janet Parrish	Deena Reany	Ronald Last	Beth Tebo

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 3:00 p.m. Supervisors O'Reilly, Taylor, Bock and Odom were present. Supervisor Kern was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

40 Resident Adriana da Veiga James stated that the total assessment amount column for  
41 on-roll units, on Page 17 of the proposed Fiscal Year 2024 budget, is incorrect.

42

43 **THIRD ORDER OF BUSINESS**

**Consent Agenda**

44

45 **A. Consideration/Ratification of Requisition(s): Construction Account (support**  
46 **documentation available upon request)**

47 **I. Number 146: Bio-Tech Consulting, Inc. [\$6,275.00]**

48 **II. Number 147: ECS Florida, LLC [\$2,500.00]**

49 **III. Number 148: Ring Power Corporation [\$8,039.00]**

50 **IV. Number 149: Dominion Engineering Group, Inc. [\$9,892.50]**

51 **B. Consideration/Ratification of Requisition(s): South Assessment Area (support**  
52 **documentation available upon request)**

53 **I. Number 204: ECS Florida, LLC [\$16,300.00]**

54 **II. Number 205: Bio-Tech Consulting, Inc. [\$125.00]**

55 **III. Number 206: England-Thims & Miller, Inc. [\$6,501.00]**

56 **IV. Number 207: Clary & Associates, Inc. [\$13,900.00]**

57 **V. Number 208: Auld & White Constructors, LLC [\$9,100.73]**

58 **C. Ratification Items**

59 **I. Vallencourt Construction Co., Inc., Change Order No. 2 [Tributary Phase 1B -**  
60 **Unit 8 Project]**

61 **II. England-Thims & Miller, Inc., Work Authorization No. 18 Unit 15 CEI Services**

62

63 **On MOTION by Mr. O’Reilly and seconded by Mr. Odom, with all in favor, the**  
64 **Consent Agenda Items, were approved and/or ratified.**

65

66

67 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-04,**  
**Approving a Proposed Budget for Fiscal**  
**Year 2023/2024 and Setting a Public**  
**Hearing Thereon Pursuant to Florida Law;**  
**Addressing Transmittal, Posting and**  
**Publication Requirements; Addressing**

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72

73 **Severability; and Providing an Effective**  
74 **Date**

75  
76 Mr. Torres presented Resolution 2023-04. He reviewed the proposed Fiscal Year 2024  
77 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal  
78 Year 2023 budget, and explained the reasons for any changes.

79 A Board Member pointed out increase in expenditures and the Developer’s contribution  
80 to absorb the increase and avoid an increase in the Fiscal Year 2024 Operations & Maintenance  
81 (O&M) assessment portion of the budget.

82 Regarding the Amenity Center electric expense line item, A Board Member explained  
83 that the attempt is to separate the expenses to correspond with its appropriate Amenity Center  
84 rather than having a single line item for the expense.

85

86 **On MOTION by Mr. O’Reilly and seconded by Ms. Bock, with all in favor,**  
87 **Resolution 2023-04, Approving a Proposed Budget for Fiscal Year 2023/2024**  
88 **and Setting a Public Hearing Thereon Pursuant to Florida Law for July 20, 2023**  
89 **at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee,**  
90 **Florida 32097; Addressing Transmittal, Posting and Publication Requirements;**  
91 **Addressing Severability; and Providing an Effective Date, was adopted.**

92

93

94 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-05,**  
**Designating Dates, Times and Locations for**  
**Regular Meetings of the Board of**  
**Supervisors of the District for Fiscal Year**  
**2023/2024 and Providing for an Effective**  
**Date**

100

101 Mr. Torres presented Resolution 2023-05.

102

103 **On MOTION by Mr. O’Reilly and seconded by Mr. Taylor, with all in favor,**  
104 **Resolution 2023-05, Designating Dates, Times and Locations for Regular**  
105 **Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024**  
106 **and Providing for an Effective Date, was adopted.**

107

108

109 **SIXTH ORDER OF BUSINESS****Consideration of Resolution 2023-06,  
Authorizing JEA Reimbursements to be  
Paid to Developer Providing Additional  
Authorization; and Addressing Severability  
and an Effective Date**110  
111  
112  
113  
114

115 Mr. Torres presented Resolution 2023-06.

116 Mr. Haber reported the following:

117 ➤ The CDD adopted an Improvement Plan that had the Master Infrastructure for the  
118 entire community, including amenity facilities, roadways and stormwater, water and sewer  
119 infrastructure.120 ➤ Some of the waster and sewer infrastructure being installed pursuant to an agreement  
121 with JEA allows for reimbursement from JEA for a portion of the costs of the infrastructure.122 ➤ The CDD will construct the infrastructure so the CDD is the party to which the  
123 reimbursements will be paid.124 ➤ The reimbursement funds will go into the Construction Account to be used to reimburse  
125 the Developer for the portions of the infrastructure that the Developer paid for but has not  
126 been reimbursed for.127 ➤ When bonds are issued, the funds are used either repay the Developer for portions of  
128 the infrastructure that the Developer already paid for or the bond funds are used to pay for the  
129 construction of new infrastructure.130 ➤ Under either scenario, the Developer is the party that is responsible for the  
131 infrastructure and, when the bonds are issued, a Completion Agreement is executed obligating  
132 them to complete the infrastructure.133 ➤ In this instance, the District Engineer will sign a Certificate of Completion signifying that  
134 the amount that the Developer paid toward CDD infrastructure exceeds the amount that the  
135 CDD will get in reimbursement form JEA and, as a result, it is appropriate for the JEA  
136 reimbursements to go directly to the Developer rather than going through the extra step of  
137 reimbursing the CDD and the CDD then reimbursing the Developer.138 Mr. Haber stated that Resolution 2023-06 acknowledges that the CDD authorizes JEA to  
139 reimburse the Developer Directly.

140 The following change was made to Resolution 2023-06:

141 Title and anywhere necessary: Change “JES” to “JEA”

142

143 **On MOTION by and Mr. Taylor seconded by Mr. O’Reilly, with all in favor,**  
144 **Resolution 2023-06, as amended Authorizing JEA Reimbursements to be Paid**  
145 **to Developer Providing Additional Authorization; and Addressing Severability**  
146 **and an Effective Date, was adopted.**

147

148

149 **SEVENTH ORDER OF BUSINESS**

**Update: Bond Financing**

150

151 It was noted that a signature on a Tri-Party Agreement is pending.

152 Regarding the possibility of needing to continue this meeting or schedule a special  
153 meeting, Mr. Haber stated, if there are no major changes to the structure of the deal and the  
154 bond amount does not increase, another meeting is probably not necessary.

155

156 **EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of March 31, 2023**

157

158

159 Mr. Torres presented the Unaudited Financial Statements as of March 31, 2023.

160

161 **On MOTION by Mr. O’Reilly and seconded by Mr. Odom, with all in favor, the**  
162 **Unaudited Financial Statements as of March 31, 2023, were accepted.**

163

164

165 **NINTH ORDER OF BUSINESS**

**Approval of April 20, 2023 Regular Meeting  
Minutes**

166

167

168 Mr. Torres presented the April 20, 2023 Regular Meeting Minutes. He noted that  
169 changes previously submitted by Ms. Bock will be incorporated into the minutes.

170

171 **On MOTION by Ms. Bock and seconded by Mr. O’Reilly, with all in favor, the**  
172 **April 20, 2023 Regular Meeting Minutes, as amended, were approved.**

173

174

175 **TENTH ORDER OF BUSINESS**

**Staff Reports**



176

177 **A. District Counsel: Kutak Rock LLP**

178 Mr. Haber reported on legislative changes and noted that, effective January 1, 2024,  
179 Board Members will be required to take a four-hour ethics training course. Several other bills  
180 are being monitored.

181 **B. District Engineers: Dominion Engineering Group, Inc. and ETM**

182 Mr. Schaefer reported that Unit 5 construction is complete and the closeout is being  
183 finalized.

184 **C. Property Manager: Castle Group**

185 There was no report.

186 **D. Lifestyle Director: Castle Group**

187 There was no report.

188 **E. District Manager: Wrathell, Hunt and Associates, LLC**

- 189 • **NEXT MEETING DATE: June 15, 2023 at 3:00 PM**

- 190 ○ **QUORUM CHECK**

191

192 **ELEVENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

193

194 Regarding Lakeview, Mr. O'Reilly stated that he met with Lennar and the HOA to clarify  
195 much of the confusion about maintenance responsibilities and changes were made. They also  
196 discussed Architectural Review Board (ARB) requests, the Property Management company, CDD  
197 amounts, O&M, timing of the Amenity Center, use of this facility, etc. He thinks all parties now  
198 understand their responsibilities. He asked for patience.

199 Residents were invited to comment and ask questions regarding CDD matters during  
200 public comments; however, questions and comments about HOA and/or non CDD-related  
201 matters should be held until after the meeting.

202 Regarding the responsibilities of each entity, Mr. O'Reilly noted that the Lakeview HOA  
203 is responsible for the common area maintenance, such as landscaping, Amenity Center  
204 construction and maintenance. The CDD owns and will maintain the roads, sidewalks and  
205 proper functioning of the stormwater pond but the Lakeview HOA is responsible for routine and

206 aquatics maintenance of the stormwater pond. An agreement between the CDD and the HOA  
207 was drafted. For non-common area sidewalks, such as in front of a home, the builder is  
208 responsible for repairing damage due to construction; thereafter, the CDD will maintain it.  
209 Regarding streetlights, Florida Power & Light (FPL) is waiting on the materials and will install  
210 them as soon as everything is received; FPL will install them all at once, not in phases. The  
211 Lakeview HOA is responsible for maintaining the pond bank, which is contrary to the rest of  
212 Tributary because it is a separate HOA.

213

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

#### **Public Comments**

215

216 Resident Marge Garry's comments were about garbage in the pond and street drains,  
217 Christmas lights on a fence and ball bottles not being cleaned. Mr. Molineaux stated that all  
218 builders were reminded to pick up their trash and are now being fined if it is not cleaned up.

219 Resident Michael Maples' comments were about the timing of HOA meetings and the  
220 inability of residents to attend and the lack of notice. Mr. Molineaux stated that the HOA  
221 meetings were noticed and only a few residents attended; a Town Hall type HOA evening  
222 meeting can be scheduled. Regarding the CDD informational meeting, it is available online and  
223 will be conducted once a year.

224 Resident Nora Bertacchi's comments were about large trash items and litter along the  
225 Estuary Way preserve land.

226 Resident Michael Jakob's comments were about builders not cleaning the pond  
227 between Sunberry Drive, Red Twig Way and White Rabbit and the condition of the sidewalks on  
228 Red Twig way. He asked the CDD to install a "No Soliciting" sign at the entrance. Mr. Haber  
229 stated that, since the CDD is a public governmental entity, there are different laws related to  
230 solicitation; while the CDD could install signage as a deterrent, the ability to enforce it is  
231 questionable. Residents can put a sign in their own yard.

232 Ms. da Veiga James asked about the church event and what the investigation led to and  
233 noted that the resident said he did everything necessary. Mr. O'Reilly stated the resident  
234 submitted an application that was not approved. Ms. Da Veiga James questioned if Tree Amigos  
235 is the best company for the work and if the cost is reasonable. Mr. O'Reilly stated the Board

236 believes it is the best company for the job and that the costs are reasonable. Tree Amigos was  
237 initially selected because they installed the trees and carried the warranty but, if the costs  
238 become unreasonable or the work is not satisfactory, the contract will be rebid.

239 Discussion ensued regarding who maintains the trees in Lakeview, which are not a CDD-  
240 related responsibility.

241 Resident Beth Tebo asked if children broke into the Amenity Center and stole sodas.  
242 Mr. O'Reilly stated that complaints were received and the issue is being addressed.

243 Resident Janet Parrish asked about the kayak launch. Mr. O'Reilly stated a permit  
244 application was submitted. Ms. Parrish asked if the kayak launch will be private. Mr. O'Reilly  
245 stated that is not known at this time. Ms. Parrish reported that a new resident saw children  
246 playing on the pool chair lift and asked if there are cameras at the pool. It was noted that the  
247 incident was not reported to the HOA. Mr. Haber stated that security matters, such as camera  
248 locations, etc., should not be discussed on the record. Residents were urged to report incidents  
249 that they observe.

250 Resident Keith Howard asked for the CDD to install lights at the pickleball courts. He  
251 inquired about when a piece of Lakeview property will be released to the builder and asked for  
252 the status of another phase. Mr. O'Reilly stated that the last phase of Lakeview is almost  
253 completed; final inspections are underway and Lennar will start building soon. Plans for the  
254 other phase are in permitting with the County. Regarding Phase 8, which is south of the  
255 continuation of Estuary Way, is under development.

256 Resident Deena Reany's comments asked about a boat ramp and where commercial  
257 development will occur. Mr. O'Reilly stated the status of the boat ramp is the same as with the  
258 kayak launch. Regarding the commercial development, the exact location is not yet determined.

259 Resident Jacqueline Causer asked if pathways will be connected. Mr. O'Reilly replied  
260 affirmatively; the trails and kayak launch were planned together but then later separated;  
261 Phase one of the trail is moving forward and work should commence this year. Ms. Causer  
262 noted that street signs are falling off during storms, etc., and asked that, when replaced, they  
263 be better attached. Mr. O'Reilly stated that Mr. Molineaux is arranging for the vendor to repair  
264 the signs; signage issues should be reported to Mr. Molineaux.

265 Resident Ronald Last voiced his opinion that construction traffic will be an issue when  
266 work in a certain area begins next month. Mr. O'Reilly stated that builders were advised to use  
267 a certain area as a construction entrance; however, it is difficult to monitor usage. Use of the  
268 entrance gates is not a CDD matter.

269 A resident asked what unit he is in and was advised that he is in Unit 4 and the new part  
270 of Lakeview will be Unit 5.

271 Discussion ensued regarding lot sizes.

272 In response to a resident question of whether a turn lane will be added at the main  
273 entrance, Mr. O'Reilly replied affirmatively. The plans are being designed, utility work is  
274 necessary and the project will be completed in conjunction with another roadway project.

275 Ms. da Veiga James asked when work on the trails will commence. Mr. O'Reilly stated,  
276 once a contract is in place, residents will be notified.

277

278 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

279

280

281 **On MOTION by Mr. O'Reilly and seconded by Ms. Bock, with all in favor, the**  
282 **meeting adjourned at 4:01 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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291  
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294

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Secretary/Assistant Secretary

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Chair/Vice Chair

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

**STAFF**  
**REPORTS**

## THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

#### LOCATION

*The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 <b>CANCELED</b>	Regular Meeting	3:00 PM
November 1, 2022	Landowners' Meeting	10:15 AM
November 8, 2022*	Continued Landowners' Meeting	10:15 AM
<i>Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034</i>		
November 17, 2022	Regular Meeting	3:00 PM
December 15, 2022 <b>CANCELED</b>	Regular Meeting	3:00 PM
January 19, 2023 <b>CANCELED</b>	Regular Meeting	3:00 PM
February 16, 2023	Regular Meeting	3:00 PM
March 16, 2023 <i>rescheduled to March 23, 2023</i>	Regular Meeting	3:00 PM
March 23, 2023 <b>CANCELED</b>	Regular Meeting	3:00 PM
April 20, 2023	Regular Meeting	3:00 PM
May 18, 2023	Regular Meeting	3:00 PM
June 15, 2023	Regular Meeting	3:00 PM
July 20, 2023	Regular Meeting	3:00 PM
August 17, 2023	Regular Meeting	3:00 PM
September 21, 2023	Regular Meeting	3:00 PM