

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

July 18, 2024

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

July 11, 2024

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 July 18, 2024 at 3:00 p.m., at the Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023
(*support documentation available upon request*)
 - I. Number 63: Rinker Materials [\$8,000.00]
 - II. Number 64: Vallencourt Construction Co., Inc. [\$42,736.54]
 - B. Ratification Item(s)
 - I. The Tree Amigos Outdoor Services, Inc. Agreement for Landscape Installation Services
4. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates
5. Consideration of Resolution 2024-10, Hereby Accepting the Audited Financial Report for Fiscal Year Ended September 30, 2023
6. Consideration of Amendment to Amenity Policies: Swimming Pool (Alcohol) and Kayak Facilities Rental
7. Acceptance of Unaudited Financial Statements as of May 31, 2024
8. Approval of June 27, 2024 Regular Meeting Minutes

9. 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: *OnPlace, LLC*
- E. District Manager: *Wrathell, Hunt and Associates, LLC*
 - **909** Registered Voters in District as of April 15, 2024
 - NEXT MEETING DATE: August 15, 2024 at 3:00 PM [Adoption of FY2025 Budget]

○ QUORUM CHECK

SEAT 1	BRAD ODOM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOE CORNELISON	<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

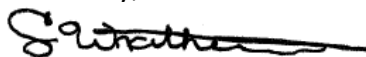
10. Board Members' Comments/Requests

11. Public Comments

12. 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

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**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

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 Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **63**
- (2) Name of Payee pursuant to Acquisition Agreement:

**Rinker Materials
PO Box 936217
Atlanta, GA 31193-6217**

- (3) Amount Payable: **\$ 8,000.00**
- (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): **Direct Owner Purchase Invoices – Tributary Unit 15 (Invoice No. 29041045)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (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.

[],
CONSULTING ENGINEER

INVOICE

Page No. 1 of 1

INVOICE NO.

29041045



R E M I T T O	RINKER MATERIALS P.O. BOX 936217 ATLANTA, GA 31193-6217	
	ABA: 121000248 (Wells Fargo) ACCOUNT: 2052700385107 SWIFT: WFB1US6S CHIPS 0407 REMIT INFO: ach@quikrete.com	

B I L L T O	714706 THREE RIVERS CDD C/O ENGLAND-THIMS & MILLER, INC 14775 OLD ST AUGUSTINE RD JACKSONVILLE FL 32043	
	858180 TRIBUTARY UNIT 15 76183 TRIBUTARY DRIVE TIM GADDIS 251.747.2066 YULEE FL 32097	

CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	DUNS NUMBER
TRCDD-009	04/22/24		05/10/24	

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
04/24/24		Net 10th Prox	85-8017721120C-0

ORDERED	SHIPPED	PIECES	SO #	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
90			24449931	SR032G08F002N000	032 G R 08 FLAT 002 N PRO#:748386 SB#:00656619	85.000	EA	7,650.00
1			24449931	691900	FREIGHT/DELIVERY FREIGHT/DELIVERY PRO#:748386 SB#:00656619	350.000	EA	350.00

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 6225	RINKER MATERIALS - GREEN COVE SPRINGS 4190 US-17 GREEN COVE SPRINGS FL 32043 Tel: (904)434-9306 Fax: (000)000-0000	SUB-TOTAL ▶	8,000.00
		INVOICE TOTAL ▶	8,000.00
		USD DOLLARS	PLEASE PAY FROM THIS INVOICE






Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 63 - Rinker (Unit 15)

Final Audit Report

2024-06-27

Created:	2024-06-27
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5hTaR_HbE2LqcvTf7E50cTsAj6hVDMWV

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 63 - Rinker (Unit 15)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-06-27 - 8:40:14 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-06-27 - 8:40:19 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-06-27 - 9:04:45 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-06-27 - 9:05:40 PM GMT - Time Source: server
-  Agreement completed.
2024-06-27 - 9:05:40 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

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**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

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 Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: 64
- (2) Name of Payee pursuant to Acquisition Agreement:

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: \$ 42,736.54
- (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. 21 (June 2024)
Tributary Unit 10 (Unit 1 Overlay) Application for Payment No. 6 (June 2024)
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (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

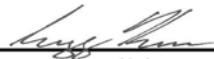
- ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
 3. each disbursement set forth 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.

[],
CONSULTING ENGINEER

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: 06/01/2024

Period To: 06/30/2024

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

VCC Project #: 202269
Project #: TRIBUTARY UNIT 10
Subcontract #:
Application #: 21

Attn.: SCOTT WILD

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

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,198,937.51
REVISED CONTRACT AMOUNT.....	\$	8,596,069.93
PERCENTAGE COMPLETE.....	98.90%	
WORK COMPLETE TO DATE.....	\$	8,501,755.02
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	8,501,755.02
LESS RETAINAGE.....	\$	425,087.94
TOTAL EARNED LESS RETAINAGE.....	\$	8,076,667.08
LESS PREVIOUS BILLINGS.....	\$	8,059,362.97
CURRENT DUE.....	\$	17,304.11

Account Summary:

	Sales This Period	Sales To Date
Gross:	18,214.84	8,501,755.02
Retainage:	910.73	425,087.94
Net:	17,304.11	8,076,667.08



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

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

PROJECT: TRIBUTARY UNIT 10

APPLICATION NO: 21

PERIOD TO: 06/30/2024

Distribution to:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 2022-69

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$239,926.43	\$-1,438,863.94
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$-1,198,937.51	

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 Jr, Senior Project Manager

By: Tim Gaddis Jr Date: 06/27/2024

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.....	\$	-1,198,937.51
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	8,596,069.93
4. TOTAL COMPLETED & STORED TO DATE.....	\$	8,501,755.02
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	425,087.94
(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).....	\$	425,087.94
6. TOTAL EARNED LESS RETAINAGE:.....	\$	8,076,667.08
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	8,059,362.97
8. CURRENT PAYMENT DUE.....	\$	17,304.11
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	519,402.85
(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..... \$ 17,304.11

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

ENGINEER:

By: [Signature] Date: June 27, 2024

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.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing 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: 21

APPLICATION DATE: 06/27/2024

PERIOD TO: 06/30/2024

VCC PROJECT #: 202269

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	MOBILIZATION & GENERAL CONDITIO	\$276,007.57	\$274,489.94	\$1,517.63	\$0.00	\$276,007.57	100.00%	\$0.00	\$13,800.36
100	General Conditions	\$151,763.53	\$150,245.90	\$1,517.63	\$0.00	\$151,763.53	100.00%	\$0.00	\$7,588.15
104.01	Construction Entrance	\$4,346.94	\$4,346.94	\$0.00	\$0.00	\$4,346.94	100.00%	\$0.00	\$217.35
201	Payment & Performance Bonds	\$119,897.10	\$119,897.10	\$0.00	\$0.00	\$119,897.10	100.00%	\$0.00	\$5,994.86
	NPDES	\$40,619.92	\$40,619.92	\$0.00	\$0.00	\$40,619.92	100.00%	\$0.00	\$2,031.03
300	NPDES Permit Compliance	\$9,987.36	\$9,987.36	\$0.00	\$0.00	\$9,987.36	100.00%	\$0.00	\$499.37
303	Maintain Silt Fence	\$14,987.60	\$14,987.60	\$0.00	\$0.00	\$14,987.60	100.00%	\$0.00	\$749.41
304	NPDES Reporting	\$15,644.96	\$15,644.96	\$0.00	\$0.00	\$15,644.96	100.00%	\$0.00	\$782.25
	SURVEY & AS-BUILTS	\$62,369.53	\$59,437.73	\$2,931.77	\$0.00	\$62,369.50	100.00%	\$0.03	\$3,118.46
400	Surveying	\$33,051.88	\$33,051.88	\$0.00	\$0.00	\$33,051.88	100.00%	\$0.00	\$1,652.64
500	As Builts	\$29,317.65	\$26,385.85	\$2,931.77	\$0.00	\$29,317.62	100.00%	\$0.03	\$1,465.82
	EROSION CONTROL	\$8,176.79	\$8,176.79	\$0.00	\$0.00	\$8,176.79	100.00%	\$0.00	\$408.84
601	Silt Fence Type III (Regular)	\$7,999.00	\$7,999.00	\$0.00	\$0.00	\$7,999.00	100.00%	\$0.00	\$399.95
608	Inlet Protection	\$177.79	\$177.79	\$0.00	\$0.00	\$177.79	100.00%	\$0.00	\$8.89
	MOT	\$7,466.93	\$7,466.93	\$0.00	\$0.00	\$7,466.93	100.00%	\$0.00	\$373.33
700	Maintenance Of Traffic	\$7,466.93	\$7,466.93	\$0.00	\$0.00	\$7,466.93	100.00%	\$0.00	\$373.33
	POND EXCAVATION	\$1,202,165.34	\$1,202,165.34	\$0.00	\$0.00	\$1,202,165.34	100.00%	\$0.00	\$60,108.27
1001	Dewater for Pond	\$208,832.28	\$208,832.28	\$0.00	\$0.00	\$208,832.28	100.00%	\$0.00	\$10,441.62
1000	Pond Excavation	\$973,069.56	\$973,069.56	\$0.00	\$0.00	\$973,069.56	100.00%	\$0.00	\$48,653.48
1007	Cutoff Wall	\$20,263.50	\$20,263.50	\$0.00	\$0.00	\$20,263.50	100.00%	\$0.00	\$1,013.17
	EARTHWORK	\$1,783,173.28	\$1,779,470.23	\$3,703.05	\$0.00	\$1,783,173.28	100.00%	\$0.00	\$89,158.69
1104	Strip Topsoil	\$174,481.94	\$174,481.94	\$0.00	\$0.00	\$174,481.94	100.00%	\$0.00	\$8,724.10
1105	Bury Strippings and Unsuitables in Pond	\$528,812.51	\$528,812.51	\$0.00	\$0.00	\$528,812.51	100.00%	\$0.00	\$26,440.64
1104	Demuck Box Culvert Area	\$2,769.25	\$2,769.25	\$0.00	\$0.00	\$2,769.25	100.00%	\$0.00	\$138.46
1109	Place & Compact Fill	\$426,393.22	\$426,393.22	\$0.00	\$0.00	\$426,393.22	100.00%	\$0.00	\$21,319.67
1114	Remove / Replace Unsuitables	\$473,075.85	\$473,075.85	\$0.00	\$0.00	\$473,075.85	100.00%	\$0.00	\$23,653.79
1115	Fine Grade Lots	\$87,785.61	\$87,785.61	\$0.00	\$0.00	\$87,785.61	100.00%	\$0.00	\$4,389.29
1118	Final Dressout	\$19,746.48	\$16,043.43	\$3,703.05	\$0.00	\$19,746.48	100.00%	\$0.00	\$987.32
1119	Dress Behind Electric Contractor	\$18,102.53	\$18,102.53	\$0.00	\$0.00	\$18,102.53	100.00%	\$0.00	\$905.12
1120	Dress Behind Retaining Wall Contractor	\$16,449.10	\$16,449.10	\$0.00	\$0.00	\$16,449.10	100.00%	\$0.00	\$822.47
1110	Earthwork Density Testing	\$35,556.79	\$35,556.79	\$0.00	\$0.00	\$35,556.79	100.00%	\$0.00	\$1,777.83
	GRASSING	\$156,445.85	\$156,445.85	\$0.00	\$0.00	\$156,445.85	100.00%	\$0.00	\$7,822.30
1203	Sod - Pond	\$68,867.36	\$68,867.36	\$0.00	\$0.00	\$68,867.36	100.00%	\$0.00	\$3,443.37
1205	Sod - BOC	\$4,543.60	\$4,543.60	\$0.00	\$0.00	\$4,543.60	100.00%	\$0.00	\$227.18
1201	Sod - Misc Site	\$19,334.72	\$19,334.72	\$0.00	\$0.00	\$19,334.72	100.00%	\$0.00	\$966.74

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing 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: 21

APPLICATION DATE: 06/27/2024

PERIOD TO: 06/30/2024

VCC PROJECT #: 202269

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1206	Seed and Mulch - ROW	\$9,320.05	\$9,320.05	\$0.00	\$0.00	\$9,320.05	100.00%	\$0.00	\$466.00
1202	Seed and Mulch - Misc. Site	\$1,431.00	\$1,431.00	\$0.00	\$0.00	\$1,431.00	100.00%	\$0.00	\$71.55
1207	Seed and Mulch - Lots	\$52,949.12	\$52,949.12	\$0.00	\$0.00	\$52,949.12	100.00%	\$0.00	\$2,647.46
	SUBSOIL STABILIZATION	\$252,182.50	\$252,182.50	\$0.00	\$0.00	\$252,182.50	100.00%	\$0.00	\$12,609.14
1302	Subgrade for Sidewalk	\$3,615.55	\$3,615.55	\$0.00	\$0.00	\$3,615.55	100.00%	\$0.00	\$180.78
1304	Subsoil Stabilization	\$248,566.95	\$248,566.95	\$0.00	\$0.00	\$248,566.95	100.00%	\$0.00	\$12,428.36
	BASE	\$428,639.70	\$428,639.70	\$0.00	\$0.00	\$428,639.70	100.00%	\$0.00	\$21,432.00
1406	4" Base (MUP)	\$17,356.50	\$17,356.50	\$0.00	\$0.00	\$17,356.50	100.00%	\$0.00	\$867.83
1407	6" Base (LD Pavement)	\$170,441.10	\$170,441.10	\$0.00	\$0.00	\$170,441.10	100.00%	\$0.00	\$8,522.05
1408	8" Base (HD Pavement)	\$240,842.10	\$240,842.10	\$0.00	\$0.00	\$240,842.10	100.00%	\$0.00	\$12,042.12
	ASPHALT	\$173,815.20	\$173,815.20	\$0.00	\$0.00	\$173,815.20	100.00%	\$0.00	\$8,690.77
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$154,059.75	\$154,059.75	\$0.00	\$0.00	\$154,059.75	100.00%	\$0.00	\$7,702.99
1503	1" Asphalt Pavement SP 9.5 (MUP)	\$9,108.90	\$9,108.90	\$0.00	\$0.00	\$9,108.90	100.00%	\$0.00	\$455.45
1517	Prime Limerock	\$10,646.55	\$10,646.55	\$0.00	\$0.00	\$10,646.55	100.00%	\$0.00	\$532.33
	STRIPING & SIGNAGE	\$19,624.97	\$19,624.97	\$0.00	\$0.00	\$19,624.97	100.00%	\$0.00	\$981.25
1700	Striping & Signs	\$19,624.97	\$19,624.97	\$0.00	\$0.00	\$19,624.97	100.00%	\$0.00	\$981.25
	CONCRETE	\$217,494.80	\$217,494.80	\$0.00	\$0.00	\$217,494.80	100.00%	\$0.00	\$10,874.75
1800	Curb & Gutter (All types)	\$166,347.00	\$166,347.00	\$0.00	\$0.00	\$166,347.00	100.00%	\$0.00	\$8,317.35
2000	Sidewalks	\$37,625.10	\$37,625.10	\$0.00	\$0.00	\$37,625.10	100.00%	\$0.00	\$1,881.26
2005	A.D.A. Handicap Ramps	\$13,522.70	\$13,522.70	\$0.00	\$0.00	\$13,522.70	100.00%	\$0.00	\$676.14
	HARDSCAPE	\$278,177.70	\$278,177.70	\$0.00	\$0.00	\$278,177.70	100.00%	\$0.00	\$13,908.89
2103	Keystone Retaining Wall	\$208,518.10	\$208,518.10	\$0.00	\$0.00	\$208,518.10	100.00%	\$0.00	\$10,425.91
2103	Keystone Wall For 60" Pipe Crossing	\$45,486.00	\$45,486.00	\$0.00	\$0.00	\$45,486.00	100.00%	\$0.00	\$2,274.30
2106	Handrail for Retaining Walls	\$24,173.60	\$24,173.60	\$0.00	\$0.00	\$24,173.60	100.00%	\$0.00	\$1,208.68
	STORM DRAINAGE	\$1,065,594.50	\$1,065,299.34	\$295.16	\$0.00	\$1,065,594.50	100.00%	\$0.00	\$53,279.77
3003	Dewater Storm Drain	\$52,317.10	\$52,317.10	\$0.00	\$0.00	\$52,317.10	100.00%	\$0.00	\$2,615.87
3000	Storm Drainage Installed (All pipe/structure)	\$775,164.04	\$775,164.04	\$0.00	\$0.00	\$775,164.04	100.00%	\$0.00	\$38,758.21
3140.06	60" Pipe Crossing (In Lieu Of Box Culvert)	\$210,600.00	\$210,600.00	\$0.00	\$0.00	\$210,600.00	100.00%	\$0.00	\$10,530.00
3280	TV Storm Drain	\$18,087.84	\$18,087.84	\$0.00	\$0.00	\$18,087.84	100.00%	\$0.00	\$904.40
3279	Punch Out Storm Drain	\$9,425.52	\$9,130.36	\$295.16	\$0.00	\$9,425.52	100.00%	\$0.00	\$471.29
	GRAVITY SEWER	\$907,018.51	\$906,531.31	\$487.20	\$0.00	\$907,018.51	100.00%	\$0.00	\$45,350.91
4003	Dewater Gravity Sewer	\$105,950.46	\$105,950.46	\$0.00	\$0.00	\$105,950.46	100.00%	\$0.00	\$5,297.52
4000	Gravity Sewer Installed (All sizes/depths)	\$623,720.04	\$623,720.04	\$0.00	\$0.00	\$623,720.04	100.00%	\$0.00	\$31,186.00
4145	Sewer Services	\$131,831.28	\$131,831.28	\$0.00	\$0.00	\$131,831.28	100.00%	\$0.00	\$6,591.56
4146	TV Test Sewer Main	\$29,923.62	\$29,923.62	\$0.00	\$0.00	\$29,923.62	100.00%	\$0.00	\$1,496.18
4144	Punch Out Sewer	\$15,593.11	\$15,105.91	\$487.20	\$0.00	\$15,593.11	100.00%	\$0.00	\$779.65

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing 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: 21

APPLICATION DATE: 06/27/2024

PERIOD TO: 06/30/2024

VCC PROJECT #: 202269

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	LIFT STATION	\$747,356.24	\$740,374.97	\$6,981.27	\$0.00	\$747,356.24	100.00%	\$0.00	\$37,367.80
5003	Dewater Lift Station	\$49,228.25	\$49,228.25	\$0.00	\$0.00	\$49,228.25	100.00%	\$0.00	\$2,461.41
5017	Lift Station 22-24' Class One (With Generator)	\$698,127.99	\$691,146.72	\$6,981.27	\$0.00	\$698,127.99	100.00%	\$0.00	\$34,906.39
	FORCE MAIN	\$238,230.69	\$237,670.62	\$560.07	\$0.00	\$238,230.69	100.00%	\$0.00	\$11,911.53
6000	Force Main Installed (All sizes/types)	\$193,966.29	\$193,966.29	\$0.00	\$0.00	\$193,966.29	100.00%	\$0.00	\$9,698.31
6071	Air Release Valve Ass.	\$23,239.40	\$23,239.40	\$0.00	\$0.00	\$23,239.40	100.00%	\$0.00	\$1,161.98
6185	Locate Wire Test for Force Main	\$2,138.75	\$2,138.75	\$0.00	\$0.00	\$2,138.75	100.00%	\$0.00	\$106.94
6186	Pressure Test for Force Main	\$9,932.50	\$9,932.50	\$0.00	\$0.00	\$9,932.50	100.00%	\$0.00	\$496.62
6183	Punch Out Force Main	\$8,953.75	\$8,393.68	\$560.07	\$0.00	\$8,953.75	100.00%	\$0.00	\$447.68
	WATER MAIN	\$842,878.47	\$841,959.20	\$919.27	\$0.00	\$842,878.47	100.00%	\$0.00	\$42,143.94
7000	Water Main Installed (All sizes/types)	\$662,409.25	\$662,409.25	\$0.00	\$0.00	\$662,409.25	100.00%	\$0.00	\$33,120.47
7000	Water Services	\$141,519.32	\$141,519.32	\$0.00	\$0.00	\$141,519.32	100.00%	\$0.00	\$7,075.96
7248	Flushing & BT's for Water Main	\$6,598.95	\$6,598.95	\$0.00	\$0.00	\$6,598.95	100.00%	\$0.00	\$329.94
7249	Locate Wire Test For Water Main	\$2,950.75	\$2,950.75	\$0.00	\$0.00	\$2,950.75	100.00%	\$0.00	\$147.55
7250	Pressure Test for Water Main	\$14,700.10	\$14,700.10	\$0.00	\$0.00	\$14,700.10	100.00%	\$0.00	\$735.01
7246	Punch Out for Water Main	\$14,700.10	\$13,780.83	\$919.27	\$0.00	\$14,700.10	100.00%	\$0.00	\$735.01
	REUSE MAIN	\$729,723.95	\$728,904.53	\$819.42	\$0.00	\$729,723.95	100.00%	\$0.00	\$36,486.20
9000	Reuse Main Installed (All sizes/types)	\$548,771.31	\$548,771.31	\$0.00	\$0.00	\$548,771.31	100.00%	\$0.00	\$27,438.57
9000	Reuse Services	\$143,870.69	\$143,870.69	\$0.00	\$0.00	\$143,870.69	100.00%	\$0.00	\$7,193.53
9240	Flushing for Reuse Main	\$6,525.15	\$6,525.15	\$0.00	\$0.00	\$6,525.15	100.00%	\$0.00	\$326.26
9241	Locate Wire Test For Reuse Main	\$2,917.75	\$2,917.75	\$0.00	\$0.00	\$2,917.75	100.00%	\$0.00	\$145.90
9242	Pressure Test for Reuse Main	\$14,535.70	\$14,535.70	\$0.00	\$0.00	\$14,535.70	100.00%	\$0.00	\$726.78
9239	Punch Out for Reuse Main	\$13,103.35	\$12,283.93	\$819.42	\$0.00	\$13,103.35	100.00%	\$0.00	\$655.16
	ELECTRICAL ALLOWANCE	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
10000	Electrical Allowance	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
	SLEEVING UNDER PAVEMENT	\$207,845.00	\$113,530.10	\$0.00	\$0.00	\$113,530.10	54.62%	\$94,314.90	\$5,676.52
11001.02	Irrigation Sleeves, 2.5"	\$34,680.00	\$52,280.10	\$0.00	\$0.00	\$52,280.10	150.75%	\$-17,600.10	\$2,614.01
11001.03	Irrigation Sleeves, 3"	\$48,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,250.00	\$0.00
11001.04	Irrigation Sleeves, 4"	\$57,075.00	\$50,226.00	\$0.00	\$0.00	\$50,226.00	88.00%	\$6,849.00	\$2,511.31
11001.06	Irrigation Sleeves, 6"	\$67,840.00	\$11,024.00	\$0.00	\$0.00	\$11,024.00	16.25%	\$56,816.00	\$551.20
	ORIGINAL CONTRACT TOTALS	\$9,795,007.44	\$9,682,477.67	\$18,214.84	\$0.00	\$9,700,692.51	99.04%	\$94,314.93	\$485,034.75
	CHANGE ORDERS								
	CO #1 - ODP Materials	\$-1,414,690.34	\$-1,414,690.32	\$0.00	\$0.00	\$-1,414,690.32	100.00%	\$-0.02	\$-70,734.47
ST ODP	Storm ODP, Original	\$-445,571.03	\$-445,571.03	\$0.00	\$0.00	\$-445,571.03	100.00%	\$0.00	\$-22,278.55

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing 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: 21

APPLICATION DATE: 06/27/2024

PERIOD TO: 06/30/2024

VCC PROJECT #: 202269

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
SS ODP	Sanitary ODP, Original	\$-278,192.53	\$-278,192.53	\$0.00	\$0.00	\$-278,192.53	100.00%	\$0.00	\$-13,909.62
LS ODP	Lift Station (Generator Only) ODP	\$-165,829.94	\$-165,829.93	\$0.00	\$0.00	\$-165,829.93	100.00%	\$-0.01	\$-8,291.47
FM ODP	Force Main ODP, Original	\$-46,433.02	\$-46,433.02	\$0.00	\$0.00	\$-46,433.02	100.00%	\$0.00	\$-2,321.64
WM ODP	Water Main ODP, Original	\$-227,122.26	\$-227,122.25	\$0.00	\$0.00	\$-227,122.25	100.00%	\$-0.01	\$-11,356.11
RM ODP	Reuse Main ODP, Original	\$-251,541.56	\$-251,541.56	\$0.00	\$0.00	\$-251,541.56	100.00%	\$0.00	\$-12,577.08
	CO #02 - Plan Comparison, dated 8/18/23	\$231,789.50	\$231,789.50	\$0.00	\$0.00	\$231,789.50	100.00%	\$0.00	\$11,589.48
1100	Earthwork Changes, Additional Fill, dated 8/18/23	\$216,461.70	\$216,461.70	\$0.00	\$0.00	\$216,461.70	100.00%	\$0.00	\$10,823.09
2100	Retaining Wall Revision, additional wall height	\$7,363.40	\$7,363.40	\$0.00	\$0.00	\$7,363.40	100.00%	\$0.00	\$368.17
3000	Storm Revisions, dated 8/18/23	\$1,594.25	\$1,594.25	\$0.00	\$0.00	\$1,594.25	100.00%	\$0.00	\$79.71
9000	Reuse Main Upsize, dated 8/18/23	\$6,370.15	\$6,370.15	\$0.00	\$0.00	\$6,370.15	100.00%	\$0.00	\$318.51
	CO #3 - WT/RU Service Add, Lot 96/100	\$2,979.85	\$2,979.85	\$0.00	\$0.00	\$2,979.85	100.00%	\$0.00	\$149.00
7238	1" Single Water Service	\$1,084.41	\$1,084.41	\$0.00	\$0.00	\$1,084.41	100.00%	\$0.00	\$54.22
7239	Demo Existing Water Service	\$813.31	\$813.31	\$0.00	\$0.00	\$813.31	100.00%	\$0.00	\$40.67
9234	1" Single Reuse Service	\$1,082.13	\$1,082.13	\$0.00	\$0.00	\$1,082.13	100.00%	\$0.00	\$54.11
	CO #4 - Hand Rail Credit	\$-24,173.60	\$-24,173.60	\$0.00	\$0.00	\$-24,173.60	100.00%	\$0.00	\$-1,208.68
2106	Handrail for Retaining Wall, CREDIT	\$-24,173.60	\$-24,173.60	\$0.00	\$0.00	\$-24,173.60	100.00%	\$0.00	\$-1,208.68
	CO #5 - Mailbox Kiosk	\$5,157.08	\$5,157.08	\$0.00	\$0.00	\$5,157.08	100.00%	\$0.00	\$257.86
1100	Earthwork, Site Cut, Misc Grading	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
1300	Subgrade for Sidewalk	\$320.42	\$320.42	\$0.00	\$0.00	\$320.42	100.00%	\$0.00	\$16.02
1900	Concrete Mail Kiosk	\$671.34	\$671.34	\$0.00	\$0.00	\$671.34	100.00%	\$0.00	\$33.57
2000	Sidewalks	\$2,665.32	\$2,665.32	\$0.00	\$0.00	\$2,665.32	100.00%	\$0.00	\$133.27
		\$-1,198,937.51	\$-1,198,937.49	\$0.00	\$0.00	\$-1,198,937.49	100.00%	\$-0.02	\$-59,946.81
	TOTAL----->	\$8,596,069.93	\$8,483,540.18	\$18,214.84	\$0.00	\$8,501,755.02	98.90%	\$94,314.91	\$425,087.94

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$17,304.11**, 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 **06/30/2024** 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: 06/27/2024

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: Tim Gaddis Jr

Printed Name: Tim Gaddis

Title: Senior Project Manager

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: 06/01/2024

Period To: 06/30/2024

Invoice #:

To: THREE RIVERS CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

VCC Project #: 2023-46
THREE RIVERS CDD Project #: TRIBUTARY UNIT 10, C...
THREE RIVERS CDD Subcontract #: 2023-46
Application #: 6

Attn.: Joe Cornelison

Project Description: **TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY)**
Tributary Drive
Yulee, FL 32097

Clearing (Spine) ORIGINAL CONTRACT AMOUNT.....	\$	431,385.00
CHANGE ORDERS TO DATE.....	\$	77,262.99
REVISED CONTRACT AMOUNT.....	\$	508,647.99
PERCENTAGE COMPLETE.....100.00		
WORK COMPLETE TO DATE.....	\$	508,647.99
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	508,647.99
LESS RETAINAGE.....	\$	0.00
TOTAL EARNED LESS RETAINAGE.....	\$	508,647.99
LESS PREVIOUS BILLINGS.....	\$	483,215.56
CURRENT DUE.....	\$	25,432.43

Account Summary:	Sales This Period	Sales To Date
Gross:	0.00	508,647.99
Retainage:	0.00	0.00
Net:	25,432.43	508,647.99



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | valleNCourt.COM

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: THREE RIVERS CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY) APPLICATION NO: 6

Distribution to:
[x] OWNER
[x] ENGINEER
[] CONTRACTOR

PERIOD TO: 05/30/2024

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

CONTRACTOR'S
PROJECT NO: 2023-46

CONTRACT DATE: 09/06/2023

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$77,262.99	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$77,262.99	

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, Senior Project Manager

By:



Date: 06/20/2024

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$	431,385.00
2. Net change by Change Orders.....	\$	77,262.99
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	508,647.99
4. TOTAL COMPLETED & STORED TO DATE.....	\$	508,647.99
(Column G on G703)		
5. RETAINAGE:		
a. 0.00 % of Completed Work	\$	0.00
(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).....	\$	0.00
6. TOTAL EARNED LESS RETAINAGE:	\$	508,647.99
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	483,215.56
8. CURRENT PAYMENT DUE.....	\$	25,432.43
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	0.00
(Line 3 less Line 6)		

ENGINEER'S CERTIFICATE FOR PAYMENT

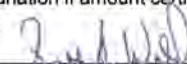
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance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

AMOUNT CERTIFIED..... \$ 25,432.43

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

ENGINEER:

By:



Date: June 28, 2024

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.

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * MAY 1983 EDITION * AIA * @ 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

G702-1986

THREE RIVERS CDD
TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY)
Yulee, FL 32097

APPLICATION NUMBER: **6**
APPLICATION DATE: **06/20/2024**
PERIOD TO: **06/30/2024**
VCC PROJECT #: **202346**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
100	General Conditions	\$4,925.00	\$4,925.00	\$0.00	\$0.00	\$4,925.00	100.00%	\$0.00	\$0.00
201	Payment & Performance Bonds	\$6,250.00	\$6,250.00	\$0.00	\$0.00	\$6,250.00	100.00%	\$0.00	\$0.00
300	NPDES Permit Compliance	\$5,180.00	\$5,180.00	\$0.00	\$0.00	\$5,180.00	100.00%	\$0.00	\$0.00
400	Surveying	\$1,515.00	\$1,515.00	\$0.00	\$0.00	\$1,515.00	100.00%	\$0.00	\$0.00
500	As Builts	\$2,950.00	\$2,950.00	\$0.00	\$0.00	\$2,950.00	100.00%	\$0.00	\$0.00
608	Inlet Protection	\$4,875.00	\$4,875.00	\$0.00	\$0.00	\$4,875.00	100.00%	\$0.00	\$0.00
700	Maintenance of Traffic	\$19,725.00	\$19,725.00	\$0.00	\$0.00	\$19,725.00	100.00%	\$0.00	\$0.00
	Demo								
812	Demo Existing Curbs (Repairs)	\$4,280.00	\$4,280.00	\$0.00	\$0.00	\$4,280.00	100.00%	\$0.00	\$0.00
812	Demo Existing Curbs (Speed Hump)	\$878.00	\$878.00	\$0.00	\$0.00	\$878.00	100.00%	\$0.00	\$0.00
816	Misc Asphalt Prep-Patching	\$12,620.00	\$12,620.00	\$0.00	\$0.00	\$12,620.00	100.00%	\$0.00	\$0.00
	Asphalt								
1110	Asphalt / QC Testing	\$6,685.00	\$6,685.00	\$0.00	\$0.00	\$6,685.00	100.00%	\$0.00	\$0.00
4138	Adjust Ex. Manholes	\$11,865.00	\$11,865.00	\$0.00	\$0.00	\$11,865.00	100.00%	\$0.00	\$0.00
1518	Tack Coat	\$14,160.25	\$14,160.25	\$0.00	\$0.00	\$14,160.25	100.00%	\$0.00	\$0.00
1502	3/4" Asphalt Pavement (SP9.5)-Final Lift	\$227,653.25	\$227,653.25	\$0.00	\$0.00	\$227,653.25	100.00%	\$0.00	\$0.00
1516	Speed Humps	\$5,227.50	\$5,227.50	\$0.00	\$0.00	\$5,227.50	100.00%	\$0.00	\$0.00
	Striping								
1702	Temp. Paint for Thermoplastic	\$12,795.00	\$12,795.00	\$0.00	\$0.00	\$12,795.00	100.00%	\$0.00	\$0.00
1703	Thermoplastic Striping	\$53,660.00	\$53,660.00	\$0.00	\$0.00	\$53,660.00	100.00%	\$0.00	\$0.00
1704	Decorative Signs (Std)	\$4,375.00	\$4,375.00	\$0.00	\$0.00	\$4,375.00	100.00%	\$0.00	\$0.00
1704	Flashing Crosswalk Signs / Pedestrian Dete	\$18,225.00	\$18,225.00	\$0.00	\$0.00	\$18,225.00	100.00%	\$0.00	\$0.00
	Concrete								
1302	Subgrade for Sidewalk	\$1,595.00	\$1,595.00	\$0.00	\$0.00	\$1,595.00	100.00%	\$0.00	\$0.00
2000	Sidewalks (Speed Hump Area ONLY)	\$1,932.00	\$1,932.00	\$0.00	\$0.00	\$1,932.00	100.00%	\$0.00	\$0.00
1811	Repair Damaged Curbs	\$6,150.00	\$6,150.00	\$0.00	\$0.00	\$6,150.00	100.00%	\$0.00	\$0.00
1809	Curb & Gutter (Speed Hump)	\$1,258.00	\$1,258.00	\$0.00	\$0.00	\$1,258.00	100.00%	\$0.00	\$0.00
2005	A.D.A. Handicap Ramps (Speed Hump Area	\$620.00	\$620.00	\$0.00	\$0.00	\$620.00	100.00%	\$0.00	\$0.00
2006	A.D.A. Mats (Speed Hump Area ONLY)	\$1,986.00	\$1,986.00	\$0.00	\$0.00	\$1,986.00	100.00%	\$0.00	\$0.00
	ORIGINAL CONTRACT TOTALS	\$431,385.00	\$431,385.00	\$0.00	\$0.00	\$431,385.00	100.00%	\$0.00	\$0.00

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing 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, CO (UNIT 1 OVERLAY)

Yulee, FL 32097

APPLICATION NUMBER: 6
APPLICATION DATE: 06/20/2024
PERIOD TO: 06/30/2024
VCC PROJECT #: 202346

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	CHANGE ORDERS								
1502	Overbuild Asphalt on Spine Road	\$77,262.99	\$77,262.99	\$0.00	\$0.00	\$77,262.99	100.00%	\$0.00	\$0.00
		\$77,262.99	\$77,262.99	\$0.00	\$0.00	\$77,262.99	100.00%	\$0.00	\$0.00
	TOTAL----->	\$508,647.99	\$508,647.99	\$0.00	\$0.00	\$508,647.99	100.00%	\$0.00	\$0.00

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 25,432.43, 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 06/30/2024 on the job of THREE RIVERS CDD to the following described property :

Project: TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY)
Location: Tributary Drive, Yulee, FL 32097

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: 06/20/2024

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: Tim Gaddis Jr

Printed Name: Tim Gaddis

Title: Senior Project Manager






Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 64 - Rinker (Unit 10) - signed

Final Audit Report

2024-06-28

Created:	2024-06-28
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuY9R5InE5M8rfxWSVzHI7IsbV7xiBCdp

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 64 - Rinker (Unit 10) - signed" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-06-28 - 3:35:40 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-06-28 - 3:35:52 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-06-28 - 9:03:21 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-06-28 - 9:03:46 PM GMT - Time Source: server
-  Agreement completed.
2024-06-28 - 9:03:46 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BI

**AGREEMENT BETWEEN THE THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT AND THE TREE AMIGOS OUTDOOR SERVICES, INC. FOR LANDSCAPE
INSTALLATION SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of July, 2024, 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

The Tree Amigos Outdoor Services, Inc., a Florida corporation, with a mailing address of 5000-18 Highway 17 #235, Fleming Island, Florida 32003 ("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* ("Act"); and

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

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape installation services for certain lands within the District; and

WHEREAS, Contractor represents that it is qualified to provide landscape installation services and has agreed to provide to the District those services identified in **Exhibit A**, which includes the scope of services and location sketches, and is 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 so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape installation 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. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement and **Exhibit A**. 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.

D. 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. SCOPE OF LANDSCAPE INSTALLATION SERVICES. The Contractor will provide landscape installation services for certain lands within the District, specifically identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill, and labor necessary for the Services as described in **Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. 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 **Section 3** 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 5. COMPENSATION; TERM.

A. The District agrees to pay Contractor Twenty Nine Thousand One Hundred Twenty Two Dollars and Zero Cents (\$29,122.00) for the Services as identified in **Exhibit A**. The District shall provide payment upon completion of the Services and within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. Additionally, for any services not included in the Contract Amount, and only after applying the provisions of Sections 5.b. and 5.d. below, the District agrees to pay Contractor pursuant to Section 5.d. below for such actual services rendered using the pricing specified in **Exhibit A**. All additional work or services, and related compensation, shall be governed by Section 5.b. of this Agreement.

B. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor only after the District's prior approval. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the pricing set forth in **Exhibit A**. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the

Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. 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 4. 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 \$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 \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, 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 5. INDEMNIFICATION.

A. 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. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. 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 (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 18. 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 the Parties.

SECTION 19. 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 20. 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: The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17 #235
Fleming Island, Florida 32003
Attn: Jim Proctor

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 21. 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 22. 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 23. 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 the District Manager ("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) 571-0010, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 24. 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 25. 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 26. 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 27. 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*.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.091, *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

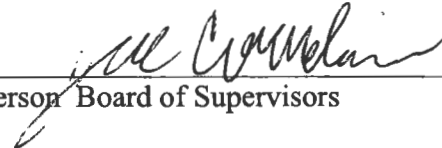
By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]


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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson Board of Supervisors

**THE TREE AMIGOS OUTDOOR SERVICES,
INC.**



By: Shannon McKissock
Its: Ops Manager

Exhibit A: Proposals and Location Sketch

Exhibit A



Quotation

Quote #: 210982

Date: 06/25/2024

Billed To: Three Rivers CDD
2300 Glades Road
Suite 410W
Boca Raton FL 33431

Project: 300010
Tributary Units
2300 Glades Road
Suite 410W
Boca Raton FL 33431

This quote is valid until: 07/25/2024

Description	Common Name	Quantity	Price	Ext Price
Tributary Commons				
Tributary Area 1 Units 6-8				
Lagerstroemia Indica 12'HT Mt Natchez	Crape Myrtle	8.00	465.00	3,720.00
Muhlenbergia Capillaris 1gal 36"OC	Muhly Grass	282.00	6.00	1,692.00
Mulch - yards	Mulch	22.00	45.00	990.00
Irrigation	Irrigation	1.00	8,500.00	8,500.00
Grade/Prep	Grade	1.00	1,850.00	1,850.00
St. Augustine Floratam	St. Augustine Florat	14,000.00	0.78	10,920.00
Mobilization, Equipment, Delivery		1.00	1,450.00	1,450.00

Notes

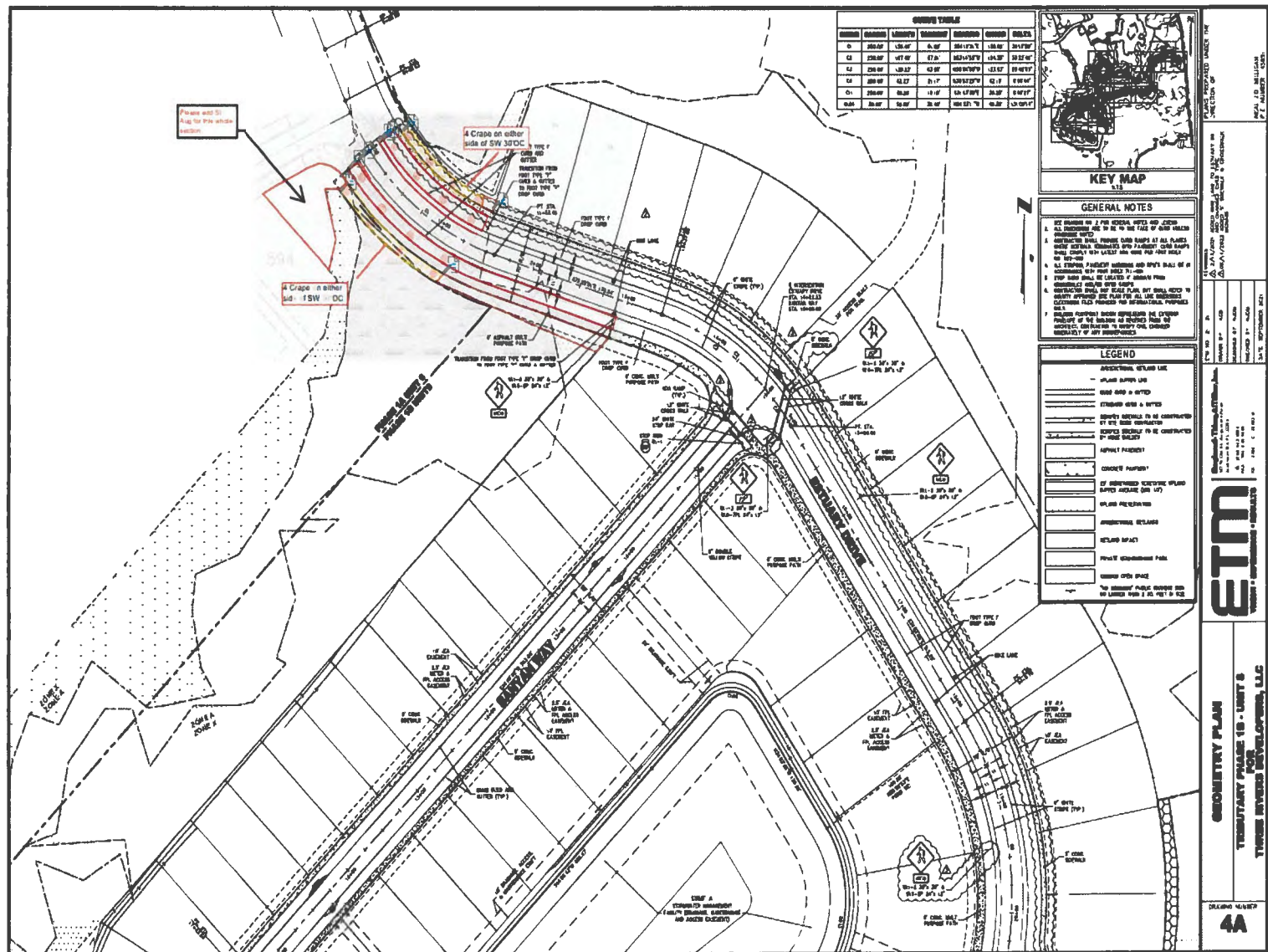
Total: \$29,122.00

Approved: _____

Date: _____

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: ryan@treeamigosoutdoor.com
website: www.TreeAmigosOutdoor.com



THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

4

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
NASSAU COUNTY, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023**

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

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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www.graucpa.com

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, 2023, 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, 2023, 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 28, 2024, 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.



June 28, 2024

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, 2023. 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 \$34,356,095.
- The change in the District's total net position for the fiscal year ended September 30, 2023 was \$13,838,691, 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, 2023, the District's governmental funds reported combined ending fund balances of \$3,098,543, an increase of \$919,096. A portion of fund balance is restricted for debt service, non-spendable for prepaids and deposits, and the remainder is unassigned fund balance deficit in the capital projects fund and general fund.

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,		
	2023	2022
Assets, excluding capital assets	\$ 6,176,545	\$ 4,622,025
Capital assets, net of depreciation	66,580,300	43,886,391
Total assets	72,756,845	48,508,416
Liabilities, excluding long-term liabilities	3,320,738	2,980,944
Long-term liabilities	35,080,012	25,010,068
Total liabilities	38,400,750	27,991,012
Net Position		
Net investment in capital assets	30,755,052	18,228,224
Restricted	3,265,343	2,226,485
Unrestricted	335,700	62,695
Total net position	\$ 34,356,095	\$ 20,517,404

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,		
	2023	2022
Revenues:		
Program revenues		
Charges for services	\$ 2,817,497	\$ 4,931,766
Operating grants and contributions	286,476	344,801
Capital grants and contributions	13,352,392	8,343,273
General revenues		
Miscellaneous	6,293	-
Total revenues	16,462,658	13,619,840
Expenses:		
General government	397,583	297,973
Maintenance and operations	501,852	240,459
Interest on long-term debt	1,237,774	1,133,020
Bond issue costs	486,758	94,156
Total expenses	2,623,967	1,765,608
Change in net position	13,838,691	11,854,232
Net position - beginning	20,517,404	8,663,172
Net position - ending	\$ 34,356,095	\$ 20,517,404

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2023 was \$2,623,967. The costs of the District's activities were paid by program revenues. Program revenues are comprised primarily of Developer contributions and assessments. The expenses increased as a result of more bond issue costs and maintenance and operations expenses 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 for the fiscal year ended September 30, 2023 exceeded appropriations by \$459,449. The over expenditures were funded by available fund balance.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2023, the District had \$66,597,253 invested in capital assets for its governmental activities. In the government-wide financial statements depreciation of \$16,953 has been taken, which resulted in a net book value of \$66,580,300. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2023, the District had \$35,145,000 in Bonds outstanding and \$90,913 in leases outstanding for its governmental activities. 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, 2023**

	Governmental Activities
ASSETS	
Cash	\$ 56,251
Due from County	115,783
Assessments receivable	4,764
Due from Developer	1,559,476
Deposits and prepaids	42,510
Restricted assets:	
Investments	4,397,761
Capital assets:	
Nondepreciable	66,478,579
Depreciable, net	101,721
Total assets	<u>72,756,845</u>
 LIABILITIES	
Accounts payable	146,932
Contracts and retainage payable	2,581,417
Accrued interest payable	572,143
Due to Developer	20,246
Non-current liabilities:	
Due within one year	480,000
Due in more than one year	34,600,012
Total liabilities	<u>38,400,750</u>
 NET POSITION	
Net investment in capital assets	30,755,052
Restricted for debt service	3,265,343
Unrestricted	335,700
Total net position	<u>\$ 34,356,095</u>

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
NASSAU COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government:					
Governmental activities:					
General government	\$ 397,583	\$ 397,583	\$ -	\$ -	\$ -
Maintenance and operations	501,852	264,155	186,234	13,352,392	13,300,929
Bond issue costs	486,758	-	-	-	(486,758)
Interest on long-term debt	1,237,774	2,155,759	100,242	-	1,018,227
Total governmental activities	2,623,967	2,817,497	286,476	13,352,392	13,832,398
General revenues:					
Miscellaneous					6,293
Total general revenues					6,293
Change in net position					13,838,691
Net position - beginning					20,517,404
Net position - ending					\$ 34,356,095

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
NASSAU COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	Major Funds			Total
	General	Debt Service	Capital Projects	Governmental Funds
ASSETS				
Cash	\$ 56,251	\$ -	\$ -	\$ 56,251
Investments	-	3,614,332	783,429	4,397,761
Assessments receivable	2,174	2,590	-	4,764
Due from Developer	75,671	220,564	1,263,241	1,559,476
Due from County	-	-	115,783	115,783
Deposits and prepaids	42,510	-	-	42,510
Total assets	<u>\$ 176,606</u>	<u>\$ 3,837,486</u>	<u>\$ 2,162,453</u>	<u>\$ 6,176,545</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 146,932	\$ -	\$ -	\$ 146,932
Contracts and retainage payable	-	-	2,581,417	2,581,417
Due to Developer	20,246	-	-	20,246
Total liabilities	<u>167,178</u>	<u>-</u>	<u>2,581,417</u>	<u>2,748,595</u>
Deferred inflows of resources:				
Unavailable revenue - Developer	<u>3,135</u>	<u>-</u>	<u>326,272</u>	<u>329,407</u>
Total deferred inflows of resources	<u>3,135</u>	<u>-</u>	<u>326,272</u>	<u>329,407</u>
Fund balances:				
Nonspendable:				
Prepaids and deposits	42,510	-	-	42,510
Restricted for:				
Debt service	-	3,837,486	-	3,837,486
Unassigned	(36,217)	-	(745,236)	(781,453)
Total fund balances	<u>6,293</u>	<u>3,837,486</u>	<u>(745,236)</u>	<u>3,098,543</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 176,606</u>	<u>\$ 3,837,486</u>	<u>\$ 2,162,453</u>	<u>\$ 6,176,545</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, 2023**

Fund balance - governmental funds \$ 3,098,543

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	66,597,253	
Accumulated depreciation	<u>(16,953)</u>	66,580,300

Assets recorded in the governmental fund financial statements that are not available to pay for current-period expenditures are unavailable revenue in the governmental funds.	329,407
--	---------

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	(572,143)	
Lease payable	(90,913)	
Bonds payable	<u>(34,989,099)</u>	(35,652,155)
Net position of governmental activities		<u><u>\$ 34,356,095</u></u>

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, 2023**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
REVENUES				
Assessments	\$ 661,738	\$ 2,155,759	\$ -	\$ 2,817,497
Developer contributions	183,099	-	12,530,727	12,713,826
Interest	-	100,242	32,494	132,736
County contributions	-	-	462,899	462,899
Miscellaneous income	6,293	-	-	6,293
Total revenues	851,130	2,256,001	13,026,120	16,133,251
EXPENDITURES				
Current:				
General government	384,763	12,820	-	397,583
Maintenance and operations	484,899	-	-	484,899
Debt Service:				
Principal	27,761	4,950,000	-	4,977,761
Interest	10,109	1,190,962	-	1,201,071
Bond issue costs	-	486,758	-	486,758
Capital outlay	118,674	-	22,592,188	22,710,862
Total expenditures	1,026,206	6,640,540	22,592,188	30,258,934
Excess (deficiency) of revenues over (under) expenditures	(175,076)	(4,384,539)	(9,566,068)	(14,125,683)
OTHER FINANCING SOURCES (USES)				
Interfund transfer in	-	-	1,638	1,638
Interfund transfer (out)	-	(1,638)	-	(1,638)
Proceeds from bond issuance	-	5,552,707	9,467,293	15,020,000
Original issue discount	-	(93,895)	-	(93,895)
Lease proceeds	118,674	-	-	118,674
Total other financing sources (uses)	118,674	5,457,174	9,468,931	15,044,779
Net change in fund balances	(56,402)	1,072,635	(97,137)	919,096
Fund balances - beginning	62,695	2,764,851	(648,099)	2,179,447
Fund balances - ending	\$ 6,293	\$ 3,837,486	\$ (745,236)	\$ 3,098,543

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, 2023**

Net change in fund balances - total governmental funds	\$ 919,096
Amounts reported for governmental activities in the statement of activities are different because:	
Depreciation on capital assets is not recognized in the governmental fund statement but is reported as an expense in the statement of activities.	(16,953)
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.	22,710,862
lease proceeds as financial resources when debt is first issued, whereas these amounts are eliminated in the statement of activities and recognized as long-term liabilities in the statement of net position.	(15,138,674)
In connection with the issuance of the Bonds, the original issue discount/premium is reported as a financing use/source when debt is first issued, whereas this amount is eliminated in the statement of activities and reduces/increases long-term liabilities in the statement of net position.	93,895
Amortization of Bond discounts is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities.	(2,926)
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.	4,977,761
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.	(33,777)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental fund financial statements.	329,407
Change in net position of governmental activities	<u>\$ 13,838,691</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, 2023, 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.

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

<u>Assets</u>	<u>Years</u>
Financed purchased assets - fitness equipment	7

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.

Leases

The District is a lessee for non-cancellable leases of equipment. The District recognizes a lease liability and an intangible right-to-use lease assets (lease asset) in the government-wide financial statements. At the commencement of the lease, the District measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The leased asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the commencement date, plus certain direct costs. Subsequently, the leased asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the District determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The District uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the District generally uses its estimated incremental borrowing rate as the discount rate for leases. The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the District is reasonably certain to exercise.

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

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.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

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.

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.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2023:

First	American	Government	Amortized cost	Credit Risk	Maturities
Obligations	Fund - Class Y		\$ 4,397,761	S&P AAAM	Weighted average of the fund portfolio: 24 days
			<u>\$ 4,397,761</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.

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, 2023 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure in progress	\$ 43,886,391	\$ 22,592,188	\$ -	\$ 66,478,579
Total capital assets, not being depreciated	43,886,391	22,592,188	-	66,478,579
Capital assets, being depreciated				
Financed purchased assets - fitness equipment	-	118,674	-	118,674
Total capital assets, being depreciated	-	118,674	-	118,674
Less accumulated depreciation for:				
Financed purchased assets - fitness equipment	-	16,953	-	16,953
Total accumulated depreciation	-	16,953	-	16,953
Total capital assets, being depreciated, net	-	101,721	-	101,721
Governmental activities capital assets, net	\$ 43,886,391	\$ 22,693,909	\$ -	\$ 66,580,300

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.

In a prior year the District entered into an interlocal agreement with Nassau County for construction of public recreational facilities. During the current fiscal year, the District recognized revenues of \$462,899 from Nassau County, of which \$115,783 is recorded as a receivable as of September 30, 2023.

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. For the Series 2019A Bonds, this occurred during the current fiscal year as the District collected prepaid assessments and prepaid \$585,000 of the Bonds. In addition, see Note – 11 Subsequent Events for extraordinary redemption amounts subsequent to fiscal year end.

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, 2023.

NOTE 6 – LONG TERM LIABILITIES (Continued)

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, 2036 and principal on the Series 2021B SSA is paid in a lump sum on May 1, 2036. The Series 2021B Bonds were paid off during the current fiscal year. \$3,825,000 of the Series 2021B SSA Bonds were refunded with the issuance of Special Assessment Refunding Bonds, Series 2023.

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 \$270,000.

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, 2023.

Series 2023

In July 24, 2023, the District issued \$15,020,000 of Special Assessment Refunding Bonds, Series 2023 consisting of various Term Bonds with due dates ranging from May 1, 2033 – May 1, 2053 and fixed interest rates of 4.85% - 5.75%. The Bonds were issued to refund a portion of the District's outstanding Special Assessment Bonds, Series 2021B (the "Refunded Bonds"), acquire and construct certain assessable improvements (the "Project"), and pay certain costs associated with the issuance of the Bonds. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Bonds is to be paid serially commencing May 1, 2024 through May 1, 2053.

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. In addition, see Note – 11 Subsequent Events for extraordinary redemption amounts subsequent to fiscal year end.

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, 2023.

Capital Lease

In June 2022, the District entered into a capital lease agreement for the acquisition of fitness equipment. The total acquisition cost of the property was \$118,674, which was recognized as a capital lease obligation during the current fiscal year. The term of the lease is from July 9, 2022 to June 9, 2026 and is payable in monthly installments ranging from \$1,395 to \$1,735.

NOTE 6 – LONG TERM LIABILITIES (Continued)

Long-term debt activity

Changes in long-term liability activity for the fiscal year ended September 30, 2023 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2019 A1	\$ 14,735,000	\$ -	\$ 855,000	\$ 13,880,000	\$ 270,000
Series 2019 A2	75,000	-	5,000	70,000	-
Less original issue discount	64,932	-	2,405	62,527	-
Series 2021B	265,000	-	265,000	-	-
Series 2021B SSA	10,000,000	-	3,825,000	6,175,000	-
Series 2023	-	15,020,000	-	15,020,000	210,000
Less original issue discount	-	93,895	521	93,374	-
Direct borrowing - financed purchase agreement	-	118,674	27,761	90,913	-
Total	<u>\$ 25,010,068</u>	<u>\$ 15,044,779</u>	<u>\$ 4,974,835</u>	<u>\$ 35,080,012</u>	<u>\$ 480,000</u>

At September 30, 2023, the future minimum lease payments on the capital lease obligations were as follows:

Capital leases	Fiscal year	Amount
	2024	\$ 37,558
	2025	37,558
	2026	28,168
Total minimum lease payments		103,284
Less: amounts representing interest		(12,371)
Present value of minimum lease payments		<u>\$90,913</u>

At September 30, 2023, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2024	\$ 480,000	\$ 1,037,236	\$ 1,517,236
2025	505,000	1,026,773	1,531,773
2026	530,000	1,015,017	1,545,017
2027	555,000	1,002,848	1,557,848
2028	575,000	990,061	1,565,061
2029-2033	9,560,000	5,270,801	14,830,801
2034-2038	4,225,000	3,172,400	7,397,400
2039-2043	5,440,000	1,702,513	7,142,513
2044-2048	7,040,000	947,863	7,987,863
2049-2052	6,235,000	123,975	6,358,975
Total	<u>\$ 35,145,000</u>	<u>\$ 16,289,487</u>	<u>\$ 51,434,487</u>

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 \$183,099, which includes a receivable of \$75,671 at September 30, 2023. The Developer is also funding amounts in excess of the bond proceeds through capital contributions which are recorded in the capital project fund.

The 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 during the past three years.

NOTE 11 – SUBSEQUENT EVENT

Bond Payments

Subsequent to fiscal year end, the District prepaid a total of \$465,000 of the Series 2019A1 Bonds, and \$1,810,000 of the Series 2023 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, 2023**

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final	Amounts	
REVENUES				
Assessments	\$ 644,345	\$ 249,649	\$ 661,738	\$ 412,089
Developer contributions	122,976	192,995	183,099	(9,896)
Miscellaneous income	-	-	6,293	6,293
Total revenues	767,321	442,644	851,130	408,486
EXPENDITURES				
Current:				
General government	160,982	160,215	384,763	(224,548)
Maintenance and operations	606,328	406,542	484,899	(78,357)
Principal	-	-	27,761	(27,761)
Interest	-	-	10,109	(10,109)
Capital outlay	-	-	118,674	(118,674)
Total expenditures	767,310	566,757	1,026,206	(459,449)
Excess (deficiency) of revenues over (under) expenditures	11	(124,113)	(175,076)	(50,963)
OTHER FINANCING SOURCES				
Carryforward surplus	-	124,113	-	(124,113)
Lease proceeds	-	-	118,674	118,674
Total other financing sources	-	124,113	118,674	(5,439)
Net change in fund balance	\$ 11	\$ -	(56,402)	\$ (56,402)
Fund balance - beginning			62,695	
Fund balance - ending			\$ 6,293	

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 for the fiscal year ended September 30, 2023 exceeded appropriations by \$459,449. The over expenditures were funded by available fund balance.

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
NASSAU COUNTY, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FL STATUTE 218.39(3)(C)
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023
UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of District employees compensated in the last pay period of the District's fiscal year being reported.	0
Number of independent contractors compensated to whom nonemployee compensation was paid in the last month of the District's fiscal year being reported.	6
Employee compensation	\$0
Independent contractor compensation	\$ 192,005.98
Construction projects to begin on or after October 1; (>\$65K)	None
Budget variance report	See the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	
Special assessment rate	Operations and maintenance - \$1,215.93 Debt service - \$957.45 - \$1,719.15
Special assessments collected	\$ 2,817,497.00
Outstanding Bonds:	see Note 6 for details



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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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, 2023, 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 28, 2024.

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 or significant deficiencies may exist that were not 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*.

We noted certain matters that we reported to management of the District in a separate letter dated June 28, 2024.

The District's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the accompanying Management Letter. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

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.



June 28, 2024



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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, 2023. 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.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2023.

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 28, 2024



Grau & Associates

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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, 2023, and have issued our report thereon dated June 28, 2024.

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 28, 2024, 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 28, 2024

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2023-01 Budget:

Observation: Actual expenditures exceeded appropriations in the general fund for the fiscal year ended September 30, 2023.

Recommendation: The District should amend the budget during the fiscal year or within statutory guidelines to ensure that all expenditures are properly budgeted.

Management Response: Management will review current year spending to ensure that expenditures do not exceed appropriations.

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, 2022.

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, 2023, except as noted above.

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, 2023, except as noted above.

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, 2023. 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 25.

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-10

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, 2023

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 2023;

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 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 18th day of July, 2024.

ATTEST:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

6

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES

ADOPTED AUGUST 31, 2022

DEFINITIONS

“Amenities” or “Amenity Facilities”— shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to Clubhouse, fitness center, swimming pool, playground, pickleball court, dog park, fire pit, outdoor gathering spaces, kayak facility, boardwalks, passive parks, and Lakes, together with their appurtenant facilities and areas. Some, but not all, of the Amenity Facilities will require an Access Key for entry.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the Three Rivers Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office by emailing Craig Wrathell at wrathellc@whhassociates.com or calling (561) 571-0010. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Rates” – shall mean those rates and fees established by the Board of Supervisors of the Three Rivers Community Development District as provided in **Exhibit A** attached hereto.

“Access Key” – the applicable electronic program issued by the District to each Patron (as defined herein) to access certain portions of the Amenity Facilities. A smart phone or other blue tooth enabled device will be required to use the Access Key.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Three Rivers Community Development District.

“Clubhouse” – shall mean the amenity building commonly referred to as “The Lookout,” located at 76183 Tributary Drive, Yulee, Florida 32097.

“District” – shall mean the Three Rivers Community Development District.

“District Staff” – shall mean the professional management company or companies with which the District has contracted to provide management services to the District, the Lifestyle Director, and District Counsel.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

“Lifestyle Director” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Residents, Guests, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All Patrons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** In consideration of the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments to property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year. Residents must pay such maintenance special assessments, which covers Annual User Fee applicable to such Resident, entitling the Resident to use the Amenities for the corresponding fiscal year of the District, which fiscal year begins October 1 and ends September 30. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Key.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring two (2) persons as Guests to the Amenities at one time (unless Patron Household has reserved an area available for reservation as provided herein). District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. ***Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.***
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Key. Renter's Access Key shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident

shall not be entitled to use the Amenities. In other words, Renters and Residents cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Keys.** Access Keys will be issued to each Household at the time they are closing upon property within the District, upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. In the event a Household is not issued Access Keys at the time of closing, Access Keys will be provided by the Lifestyle Director subsequent to closing. Proof of property ownership may be required annually. All Patrons must use their Access Key for entrance to certain portions of the Amenities. Access Keys shall not be issued to Non-Residents. A maximum of four (4) Access Keys will be issued per Household. Please see www.tributarylivinghoa.com for instructions on how to register for an Access Key.

All Patrons must use their Access Keys for entrance to the Amenity Facilities. Each Household will be authorized initial Access Keys free of charge after which a fee shall be charged for each additional Access Key in accordance with the Amenity Rates then in effect.

Patrons must use their Access Keys to gain access to certain portions of the Amenities. This Access Key system provides a security and safety measure for Patrons and protects portions the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Key to another person, whether Patron or non-Patron, to allow access to the Amenities.

- (8) All Patrons are encouraged to consult their physician before beginning an exercise or recreation program in connection with the use of the Amenity Facilities.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:

 - (a) **Registration and Access Keys.** Each Patron must, when applicable, use an Access Key in order to access the Amenities and must have his or her assigned Access Key in their possession and available for inspection upon District Staff's request. Access Keys are only to be used by the Patron to whom they are issued. Please see www.tributarylivinghoa.com for instructions on how to register for an Access Key.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATV's) and non-street-legal motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Bicycles, Skateboards, Etc.** Bicycles, skateboards, rollerblades or similar apparatus are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, sport courts, playground area and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items are in need

of repair, maintenance or cleaning.

- (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property, with the exception of those organized by the Lifestyle Director.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Lifestyle Director is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Lifestyle Director for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons with courtesy and respect. Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or termination of Amenity access and usage privileges.
- (q) **Emergencies.** In the event of an injury, property damage or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (r) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Key and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

ALCOHOL POLICIES

- Consumption of Alcohol at the Amenity Facilities must be in strict accordance with these policies and is otherwise prohibited. Patrons aged twenty-one (21) or older may bring their own alcoholic beverages for their own consumption at a private event at the Amenity Facilities. Such Patrons and their guests agree to comply with applicable Florida laws and further agree to indemnify and hold harmless the District, Lifestyle Director and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the consumption of alcohol. Patrons and their guests agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons intending to serve alcohol to other Patrons or guests at a rented facility must so indicate on the Facility Use Application and complete an Alcohol Request Form. Any Patron who does not (1) so indicate at the time the application is submitted, and (2) complete the Alcohol Request Form, shall not be permitted to serve alcohol.
- Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. Proof of event liability insurance in the form of a Certificate of Insurance must be submitted. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.
- Patrons must hire a certified bartender to dispense alcohol.
- The Lifestyle Director staff must be present at all private events at which alcohol is served. Patrons shall be required to pay for the staff at a rate to be determined by the Lifestyle Director.
- The District may, in its sole discretion, use the services of a licensed and insured company for the purpose of serving or distributing alcohol at a District-approved function. With the exception of a licensed and insured company retained by the District, no District representative shall serve alcohol even if it is brought by a Patron and there shall be no additional charge for Patrons that choose to bring alcohol.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animals" as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to the Amenity Facilities. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Pool Deck.** The pool deck includes the area described as the surface area surrounding the pool including paved and unpaved areas located inside the gates..
- (3) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (4) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (5) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Use of water toys, such as pool noodles, inflatable rafts, balls, pool floats and other toys and equipment shall be at the sole discretion of the Lifestyle Director, or their designee.
- (6) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (7) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area, and, for repetitive behavior, may result in the enforcement of the suspension/termination provisions set forth herein.
- (8) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (11) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (12) **Entrances.** Pool entrances must be kept clear at all times.
- (13) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

- (14) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (15) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (16) **Pool Closure.** In addition to Nassau County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (17) **Containers.** No glass or breakable items are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (18) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.
- (19) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.
- ~~(20) **Alcohol.** Notwithstanding any other prohibitions set forth herein, Patrons aged twenty-one (21) or older may bring their own alcohol for consumption on the pool deck. All persons consuming alcohol on the pool deck are doing so at their own risk. Moreover, persons consuming alcohol on the pool deck agree to comply with applicable Florida laws and further agree to indemnify and hold harmless the District, Lifestyle Director and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the consumption of alcohol. Patrons and their guests agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat..~~

FITNESS CENTER POLICIES

- (1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons shall consult District Staff for any questions or concerns about the equipment.
- (2) **Usage Restrictions.** Patrons ages fourteen (14) years and older may use the fitness center, but any minor between the ages of fourteen (14) and seventeen (17) must have a fully executed waiver on file in substantially the form attached hereto as **Exhibit D**. No children under the age of (14) years are allowed in the fitness center at any time.
- (3) **Attire.** Appropriate attire including appropriate athletic gears such as shorts and shirts and closed toed athletic footwear must be worn at all times in the fitness center.
- (4) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
- (5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.
- (6) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Individuals are responsible for wiping down fitness equipment after use.
- (7) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited.
- (8) **Hand Chalk.** Hand chalk is not permitted.
- (9) **Personal Items.** No bags, gear, or clothing are permitted on the floor of the fitness center or on the fitness equipment.
- (10) **Courtesy.** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work” in between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- (11) **Maintenance.** All concerns, equipment malfunctions and maintenance needs should be reported to District Staff immediately.
- (12) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

PICKLEBALL COURT POLICIES

- (1) **Use at Own Risk.** Patrons may use the pickleball courts at their own risk and must comply with all posted signage. All Patrons are encouraged to consult their physician before beginning an exercise program and using the pickleball courts.
- (2) **Hours of Operation.** Unless otherwise posted, the pickleball courts are open from dawn until dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for minors fourteen (14) years of age or under.
- (4) **No Reservations.** The pickleball courts are available for use by Patrons on a first-come, first-serve basis and cannot be reserved. If another Patron is waiting, pickleball court usage shall be limited to one (1) hour.
- (5) **Attire.** Appropriate athletic attire including shorts, shirts and closed toed athletic footwear must be always worn in the pickleball courts. No black soled shoes are permitted.
- (6) **Food and Drinks.** Food and gum are not permitted on the pickleball courts. Drinks must be in a non-breakable spill-proof container. Patrons are responsible for clean-up of any food or drinks brought by them to the pickleball courts.
- (7) **Prohibited Equipment.** No bicycles, scooters, skateboards, rollerblades or other equipment are permitted on the pickleball courts. No chairs, other than those provided by the District, are permitted on the pickleball courts.
- (8) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.
- (9) Bags/gear must be stored in the appropriate areas. District Staff is not responsible for lost or stolen items.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

DOG PARK POLICIES

The District provides a dog park for Patrons to enjoy with their pets. The following guidelines apply

1. The park's operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user's own risk. The District is not responsible for injuries to visiting dogs, their owners, or others using the park.
3. Dispose of trash in proper receptacle.
4. Park for use by residents, patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.
8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.
10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.
12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. Owner must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a "No Smoking" area.

FIRE PIT POLICIES

1. Use of the Fire Pits is available on a first-come, first-served basis.
2. Only Patrons eighteen (18) years of age or older may operate the Fire Pits AT THEIR OWN RISK.
3. Glass and other breakable items are not permitted around the Fire Pits.
4. Patrons must fully turn off the Fire Pit after use; violators will be prohibited from future use.
5. No food is to be cooked in the Fire Pit.
6. No trash or debris is to be thrown into the Fire Pit.

7. No parts of the Fire Pit are to be removed or altered.
8. Chairs around the Fire Pit area are for Fire Pit users only and must not be removed from the Fire Pit area.

FACILITY RENTAL POLICIES

- (1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the social room (including the kitchen) (the “Rentable Facilities”) is available for rental during normal operating hours for organized events. Unless otherwise directed by the District, only Patrons may rent the Rentable Facilities. Patrons may not rent the Rentable Facilities on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. Any outdoor space including, but not limited to, the covered pavilion, the pool, and the pool deck areas, are NOT available for rental and, unless being used for a District-organized event, shall remain open to other Patrons during normal operating hours.
- (2) **Rental Reservation Process.** Patrons interested in renting the Rentable Facilities may request to reserve for a desired rental date and time on a first-come, first-served basis up to three (3) months in advance of such desired rental date. To reserve a desired rental date and time (“Rental Date”), Patrons must submit to the Lifestyle Director a completed Amenity Rental Application in the form attached hereto as **Exhibit C** and a check in the full amount of the Deposit as specified in the Amenity Rates. A desired Rental Date will NOT be reserved until both the completed Amenity Rental Application and the Deposit are received by District Staff and confirmed. District Staff will review the Amenity Rental Application and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, Patron must submit a check to the Lifestyle Director for the full amount of the Amenity Rental Fee as specified in the Amenity Rates or Patron’s Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Amenity Rental Application and a check in the total amount of both the Deposit and Rental Fee.
- (3) **Cancellations.** Cancellations must be made in writing and received by the Lifestyle Director at least fourteen (14) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.
- (4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rental area has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must, at minimum:

 - Remove all garbage, place in dumpster and replace garbage liners;
 - Remove all decorations, event displays and materials;
 - Return all furniture and other items to their original position;
 - Wipe off counters, tabletops, and the sink area;
 - Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; and
 - Otherwise clean the Clubhouse and restore it to the pre-rented condition and to the satisfaction of District Staff.
- (5) **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron’s access and use privileges until such Patron pays any such amounts. Additionally, should a Patron or Patron’s guests intentionally damage District property, the Patron may be subject to the suspension/termination provisions set forth herein.
- (6) **Duration of Events.** Unless otherwise authorized in writing by the District’s Board of Supervisors pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the five (5) hour rental period.

- (7) **Noise.** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' use and enjoyment of their homes or the other Amenities.
- (8) **Capacity.** The maximum number of Patrons allowed in the social room while renting the facility is 50. Under no circumstances shall the capacity limit of the Rentable Facilities be exceeded during any rental.
- (9) **Insurance.** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.
- (10) **Adherence to District Rules.** Patrons are responsible for their invitees' adherence to the District's rules and policies, including the Amenity Policies. Failure of any Guests or invitees to adhere to the District's rules and policies may be basis for the suspension or termination of the Patron's privileges to access and use the Amenities.

KAYAK FACILITY RENTAL POLICIES

~~Rental includes boat (kayak or canoe), life vest, whistle, and paddles (the "Equipment"). Renters are responsible for any damages to the Equipment.~~

~~Only Patrons are authorized to rent the Equipment.~~

~~Before renting the Equipment, Renters must sign the Parental Consent and Waiver Agreement attached hereto and return it to District Staff for any minors using the Equipment.~~

~~Life vests, whistles and paddles may be picked up at the designated location, at which time one key for each Renter will be released for the appropriate boat to be used in order to unlock the kayak/canoe at the launch area. It is the Renter's responsibility to return boats to the launch area and secure and lock the boat after using it.~~

~~Equipment rental can be no later than 2 pm Monday-Friday, 1 pm Saturday, and 12:30 Sunday and all boats must be secured and locked and all Equipment must be returned 15 minutes prior to the designated closing time.~~

~~Patrons can rent the Equipment for up to a 3 hour time frame; failure to return the Equipment within the 3 hour time frame may result in suspension of user privileges.~~

~~There shall be no use of drugs or alcohol when using the Equipment. The District reserves the right to refuse to rent the Equipment to anyone who appears to be under the influence of drugs or alcohol.~~

~~Equipment rental is on a first come, first serve basis. No reservations can be made at this time.~~

~~By renting the Equipment, Renters acknowledge and agree that they know how to swim and are familiar with and know how to operate the Equipment. By renting the Equipment, Renters acknowledge and agree that they are using the Equipment AT THEIR OWN RISK.~~

~~Personal Flotation Devices (PFD's or life vests) must be worn, ZIPPED UP, at ALL TIMES while in your kayak or canoe. NO EXCEPTIONS!~~

~~Rentals are available to all Patrons at no charge upon receipt of picture identification at time of rental and identification of residence or proof that Renter is a Paid User.~~

~~Renters under the age of 18 years may not rent Equipment without an adult present and on the water with them at all times.~~

~~It is highly recommended that Renters wear a hat, sunscreen and bug repellent and bring plenty of water.~~

~~Renters shall be responsible for all of their personal items. Please be aware that there is a strong likelihood that any personal items used while on the water will get wet. The District is NOT responsible for damage to Renter's personal items.~~

~~Swimming from boats is dangerous and prohibited. No horseplay is permitted.~~

~~Capsizing of boats is prohibited.~~

~~Dogs cats and other animals, with the exception of service animals, are prohibited in any rented boats.~~

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes AT THEIR OWN RISK. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property. Additionally, in accordance with that certain Declaration of Covenants, Conditions, and Restrictions for Tributary dated June 15, 2020, as may be amended from time-to-time (the "Declaration"), owners of property lying contiguous to the District Lakes shall maintain the lawn, in accordance with the Declaration, to the Lake's waterline.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Amenity Facilities.
2. **Violations.** The privileges of a Patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a) Submits false information on any application for use of the Amenities;
 - b) Permits the unauthorized use of an Access Key;
 - c) Exhibits unsatisfactory behavior, deportment or appearance;
 - d) Fails to pay fees owed to the District in a proper and timely manner;
 - e) Fails to abide by any policies or rules established for the use of the Amenities;
 - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - g) Damages or destroys District property; or
 - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, District Staff shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Lifestyle Director, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by District Staff, as the case may be.
4. **Suspension by the District Manager or Lifestyle Director / Appeal of Suspension.** District Staff may at any time suspend a Patron's privileges to use the Amenity Facilities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Lifestyle Director, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. Suspension or Termination by the Board. District Staff may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

Prior to using the Amenity Facilities, all Guests shall be required to execute the Guest Pass/Liability Waiver Form attached hereto as part of Composite Exhibit D.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on _____, 20__ by the Board of Supervisors for the Three Rivers Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates
Exhibit B: Amenity Access Registration Form
Exhibit C: Amenity Rental Application Form
Composite Exhibit D: Parental Waiver and Release Form and Guest Pass/Liability Waiver Form

EXHIBIT A
AMENITY RATES

TYPE	RATE	
Annual User Fee	\$3,200	
Replacement Access Keys	\$30.00	
Amenity Rental – Deposit	\$250.00	
Amenity Rental – Fee for Social Room ¹ (AC Space) During regular hours of operation	\$50.00 per hour	
Amenity Rental – Fee for Social Room ² (AC Space) Outside of regular hours of operation	\$100.00 per hour	
Amenity Rental - Cancellation Fee	If event is canceled within 14 days of reservation date, subject to \$50 cancellation fee	
Kitchen/Storage Area	Included in Social Room Rental	

¹ The Social Room may not be subdivided for separate rentals. The maximum rental time period is five hours, and rental time periods, regardless of the duration, shall include set up and tear down

² The Social Room may not be subdivided for separate rentals. The maximum rental time period is five hours, and rental time periods, regardless of the duration, shall include set up and tear down

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Key(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the misuse of my or my family members' Access Key. It is understood that Access Keys are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Three Rivers Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Three Rivers Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Three Rivers Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
(561) 571-0010
Email: www.whhassociates.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT: _____

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: _____ Tenant/Renter: _____

EXHIBIT C
AMENITY RENTAL APPLICATION

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
AMENITY RENTAL APPLICATION FORM**

Name of Applicant: _____ Today's Date: _____
Street Address: _____
Contact Phone: _____ Alternate Phone: _____
Email: _____
Intended Use: _____ Estimated Attendance: _____
Date of Event: _____ Time: (5hr max.) _____ to _____

I agree to defend, indemnify and hold harmless the Three Rivers Community Development District, and its agents, supervisors, officers, directors, employees and professional staff from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death and/or property damage of any nature arising out of or in connection with the use of the District's Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other applicable law.

I have read, understand and agree to abide by all policies and rules of the District governing the District Amenities, including but not limited to the District's Rules of Procedure and Amenity Policies and Rates, all as may be amended from time to time (collectively, "policies and rules"). Failure to adhere to the District's policies and rules may result in the suspension or termination of my or my family members' privileges to use or access the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members and my guests. If requested, I will obtain an event insurance policy naming the Three Rivers Community Development District and their agents, supervisors, officers, directors, employees and professional staff as additional insured.

Signature of Applicant

Date

Please initial by each:

_____ ***The reservation is not reviewed until the completed Amenity Rental Application Form, deposit and rental fee have been received by Three Rivers Community Development District Staff.***

_____ There is a maximum capacity of 50 persons for the Social Room. Patrons must inform their guests that once the scheduled Event is completed, all guests are requested to exit. Please note: Existing seating accommodates 39 guests.

_____ The five (5) hour maximum time limit includes set-up and post-event clean up and applies to all guests in attendance.

Standard guest policy applies outside the scheduled rental timeframe and to all other District amenities during the rental timeframe. For the time of the scheduled use (reservation) the renter has the exclusive use of the Social Room only. The pool area, covered pavilion, fitness center and park areas will remain open to all Patrons of the Amenity Facilities in accordance with then-applicable hours of operation.

_____ The interior and exterior of the Clubhouse is under closed circuit television surveillance.

_____ **Amenity Rental Deposit & Rental Fee:** A security deposit in the amount of Two Hundred Fifty Dollars (\$250.00) & applicable rental fee made payable to **Three Rivers Community Development District** shall be submitted to the District Staff along with this Application, and in no event shall be submitted later than five (5) days from the date of this Application provided above.

_____ The Deposit will be refunded to Patron within ten (10) business days following the event provided all requirements set forth in the Amenity Policies are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within five (5) business days following the event.

_____ **Rental Fee:** During regular hours of operation, a non-refundable Rental Fee of fifty dollars (\$50.00) per hour will be charged for the Social Room. After hours rentals may be accommodated at a rate of one hundred dollars (\$100) per hour outside normal hours of operation. A separate check shall be made out to the Three Rivers Community Development District and submitted to District Staff at the time of reservation. The Rental Fee will be deposited upon approval of the rental application. Deposit will be held until the completion of the event and inspection of the Social Hall. Cancellations made up to 14 day prior to the event, will receive a full refund of their rental fee and deposit. Cancellations made less than fourteen (14) days prior to the reservation date will receive a refund of the rental fee less a \$50 cancellation fee.

_____ Additional fees may be assessed if the clean-up is incomplete, event is not limited to reservation time frame or there is damage to the Amenities.

For District Use Only:

Deposit Amount: \$ _____ Number of Guests: _____ Check # _____ Date: _____

Received By: _____

Rental Fee Amount: \$ _____ Check #: _____ Date: _____

Received By: _____

Composite Exhibit D
Consent and Waiver Agreement and
Guest Waiver and Release

CONSENT AND WAIVER AGREEMENT

Notice to minor child's natural guardian, pursuant to Section 744.301, Florida Statutes:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The Three Rivers Community Development District, pursuant to Chapter 190, Florida Statutes, owns and operates certain recreational facilities including a Fitness Center with aerobic and weight machines (the "Fitness Center"). It is the District's policy that the Fitness Center is to be used by only Patrons, as such term is defined in the District's Amenity Policies and Rates, as amended from time to time (the "Policies"), who are eighteen years of age or older. The policies provide that Patrons between the ages of fourteen and seventeen may use the Fitness Center during regular operating hours if they have a waiver of liability fully executed and registered at the District Staff's office. This document serves as the waiver of liability contemplated by the Policies.

I, _____, the undersigned parent or legal guardian of _____, a minor child, on behalf of myself, my minor child, my personal representatives and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless and forever discharge the Three Rivers Community Development District, and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my child's use of the Fitness Center.

I expressly acknowledge that I assume all risk for all injuries and illness that may result from my child's participation in all use of the Fitness Center. I further acknowledge that my child's use of the Fitness Center, and all equipment therein, shall be in strict accordance with its intended use and in the manner for which it has been designed and the District may, in its sole discretion, withdraw its consent to my child's use if there is any misuse of the Fitness Center on my child's part. The District Staff shall have the authority to determine if any such misuse has occurred. I understand that the District is not responsible for personal property lost or stolen while participating in these activities. I further understand that no accident, medical or automobile coverage is provided for these activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I further understand that the Policies may be amended by the District, with or without cause and in the District's absolute sole discretion, at any time and without notice and I hereby waive any claim I may have against the District if such a change results in my child being no longer authorized to use the Fitness Center.

I am of at least eighteen (18) years or older and am freely signing this document. In addition to the foregoing, my execution of this document shall also serve as my consent and permission to my child's use of the Fitness Center. I have read this document and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.

Participant/Minor Child Name: _____ Participant/Minor Date of Birth: _____

Parent/Guardian Name: _____ Email Address: _____

Parent/Guardian Signature: _____ Date: _____

Address: _____

Emergency Contact: _____ Phone Number: _____

Three Rivers Community Development District

GUEST PASS/LIABILITY WAIVER FORM

I _____ (Insert Guest Name) hereby indemnify, release, hold harmless, agree to defend and forever discharge the Three Rivers Community Development District ("District") and its respective officers, directors, affiliates, employees, contractors and agents of and from any and all claims, demands, expenses, including but not limited to medical expenses, debts, contracts, causes of action, lawsuits, damages and liabilities of every kind and nature, whether known or unknown, in law or equity, that arise from my use of the District's property by me, my child or children under my care or supervision.

Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District's property as a result of my use of any such property. I further acknowledge and agree that my guests and invitees are attending at my request and that it will be my sole responsibility to maintain a safe and hazard free condition.

This Waiver and Release is binding upon me, children in my care and custody, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I UTILIZE THE DISTRICT'S AMENITIES.

Signature of Guest

Date

Phone Number:

Address of Resident:

Resident Phone Number

Composite Exhibit E
Community Interest Groups



Community Group Guidelines

Definition: Comprised of Tributary residents who share a common interest in a hobby, social, cultural, or recreational activity. Membership is open to all residents in Good Standing with the Community without discrimination regarding race, religion, ethnic background, national heritage, familial status, age, or any other legally protected class.

Introduction: Thank you for your interest in starting a Community Group at Tributary! Please review the guidelines below that specify the purpose and qualifications of Community Groups, their use of the amenities, and other issues such as leadership, promotion, and financial management.

I. Guidelines

- A. Community Group Purpose: The purpose of a Tributary Community Group is to bring together, in an organized manner, Tributary residents who have common interests and/or talents and to promote a robust lifestyle.
- B. Community Group Qualifications
 - a. Membership
 - i. Residents who wish to start a Community Group must complete a *Community Group Application* (Exhibit A) for approval by the Board of Supervisors.
 - ii. A proposed Community Group must have a minimum of ten (10) interested Tributary Residents. The required Group Roster (Exhibit B) is to be completed and submitted with the Community Group Application. If a Community Group needs additional members, the Lifestyle Director may, upon request, assist in gauging interest and promoting the Community Group through the Tributary Newsletter.
 - iii. Only Tributary Residents may be Community Group members. Guest participation in accordance with the guest policy is allowed at the discretion of the Community Group leader, but may not be counted toward the minimum number of members required to start a Community Group or prohibit a resident from attending due to capacity limitations. All guests participating in Community Group activities must be accompanied by a Resident.
 - iv. Although the focus of a particular Community Group may appeal to the special interests of only some residents, Community Groups may not deny membership or participation in activities to any Tributary resident based on race, religion, ethnic background, national heritage, familial status, age or any other legally protected class.
 - v. A Community Group may not limit the number of residents permitted to join the Group. The number of Members in a given Group event may, however, be limited due to the size of the facility; safety concerns, or space requirements. Other caps or limitations must be pre-approved.
 - b. Administrators



- i. Community Groups must have at least one (1) designated Group Leader who provides the Lifestyle Director with contact information to be provided in the Tributary Newsletter communications and/or for other publications.
 - ii. The Interest Group leader shall be specified as part of the initial Community Group application.
 - iii. The designated Group Leader must sign the Three Rivers CDD Amenity Policies & Rates and agree to ensure the Group abides by the Three Rivers CDD Amenity Policies & Rates.
 - iv. The designated Group Leader agrees to notify the Management team immediately if violations of the Amenity Center guidelines are committed by any Group members..
 - v. The Community Group Leader must apprise the Lifestyle Director on a regular basis of updates, activities, programs, and room reservation needs through hello@tributaryliving.com by the applicable submission deadline. All requests must be sent in writing to the Lifestyle Director at hello@tributaryliving.com by the 10th of the previous month to be included in the monthly newsletter. The Management staff is not required to be in attendance at Group meetings and/or functions, though may at times choose to attend. The Lifestyle Director will be available to assist in facilitating the usage of amenity space, communications, and calendar updates as provided by the Group Leader.
 - vi. The substance and activities of the Group are the responsibility of the Group Leader and other Members of the Group, so long as they are in compliance with the Three Rivers CDD Amenity Policies & Rates & other Governing Documents.
 - vii. The District reserves the right to remove Group Leaders who are found to be in violation of any of the defined Community guidelines.
 - viii. The Group Leader and its members are responsible for all communications to Group Members. Group leaders shall create a distribution list for group communication or provide the complete communication to be included in the newsletter by the specified deadline.
 - ix. The Group's designated leader will be responsible for keeping an updated contact list of all Group Members.
 - x. Resident-run Facebook Groups and other forms of social media will not be monitored by the Lifestyle Director or Management staff.
 - xi. Group communications to be advertised in the Tributary Newsletter concerning upcoming meetings, events, etc., must be received in its entirety by the Lifestyle Director no later than the 10th of the previous month.
 - xii. The Lifestyle Director reserves the right to edit communications for brevity or readability, and/or to request the Group Leader to edit communications for clarity or other reasons.
- c. Activities and Meetings
- i. Community Groups may not participate in or endorse any activity that is illegal or that could impact the Community's insurance coverage.



- ii. Community Groups must have a minimum of four (4) meetings and/or activities annually, either at a Tributary Amenity or other off-site location.
- iii. Community Groups may schedule additional meetings and use Amenity space contingent upon availability. Community Groups may use Amenity space for meetings and other activities, but the meeting duration and frequency may be limited, based on availability.
- iv. Amenity space shall be used “as-is.” Any changes to the configuration must be made by the Community Group Members and the room must be restored to its original state upon completion of the meeting/event.
- v. Community Groups and their members must adhere to the TributaryThree Rivers CDD Amenity Policies & Rates and all other Governing Documents.
- vi. Upon request, Community Groups must provide hello@tributaryliving.com with a roster of the individuals who participated in a Group activity.

d. Supplies

- i. Community Groups must purchase their own equipment and materials.
- ii. A Community Group may request that the District purchase additional items by submitting such requests to the Lifestyle Director. Except as otherwise approved by the District, the cost of such items must be covered by the financial resources of the Community Group. If the item is deemed appropriate to be incorporated into the supplies of the Tributary Amenity, such items may be purchased by the District and, except as otherwise approved by the District, become the property of the District.
- iii. Community Groups must take supplies to/from the Amenity for their meetings.

C. Allocation and Use of Tributary Amenities

- a. Community Groups may reserve Amenity space free of charge for regular membership meetings and activities based on availability & Community Group approval during the Tributary Amenity operating hours.
- b. Free space allocation of Tributary Amenities depends on the availability of the rooms and other areas for meetings and activities. Community Groups that require space in addition to that allocated as part of their approved meeting schedule may be required to pay a rental fee. In such instances, the fee will be presented to the Community Group at the time the reservation is made.
- c. Community Groups are expected to perform whatever cleanup (including trash removal, sweeping, etc.) is necessary to leave the Amenity in the same or better condition than it was upon arrival. In the event an Amenity space is not returned to its original condition after group use, the District may charge the Community Group a cleaning fee.
- d. Groups will be permitted thirty (30) minutes of set-up before and thirty (30) minutes of clean-up time after an Amenity Center event if the Amenity is otherwise unreserved at those times.
- e. Groups requiring more than thirty (30) minutes of set-up or clean-up time must receive prior approval.



- f. Groups may be limited in terms of duration and frequency & schedule of meetings is subject to change at the discretion of management, availability, and demand.

D. Promotion

- a. Community Groups must provide the Lifestyle Director with a description of their purpose and activities for use in community marketing materials and electronic communications.
- b. The Tributary Newsletter e-mails advertise Community Groups, which will specify the meeting schedule and Group Leader's name and contact information. Each Community Group Leader is responsible for submitting any changes to the Community Group's information to the Lifestyle Director via email.
- c. If a Community Group wishes to promote an event or meeting on the Tributary calendar or within the Tributary e-mail, all information (event description, date, time, location, and RSVP request) must be sent via e-mail to hello@tributaryliving.com by the specified submission deadline.
- d. Communications must be received in their entirety by email to the Lifestyle Director. The Lifestyle Director reserves the right to edit communications for brevity or readability, and/or to request the Group Administrator to edit communications for clarity or other reasons.

E. Dues, Financial Management, and Liability

- a. Community Groups are expected to be non-profit. All funds received by the Community Group must be used to further the Community Group's purposes, and not to remunerate any Owner, Resident, or Member.
- b. To encourage participation by all residents, no dues, initiation fees or other membership fees may be charged. However, if supplies or additional room rentals are necessary, Community Groups can charge fees to offset the cost of these supplies and rentals. Such fees shall not be used to benefit any Owner, Resident, or Member and must be tracked by the Group.
- c. Fees may be collected for the cost of specific services or expenses for Group events.
- d. The District and its designees or agents assume no responsibility for the fiscal management of Community Groups, whether officially recognized by the District or not.
- e. The District and its designees or agents assume no responsibility for accidents, injuries or incidents resulting from participation in any Community Group. All such incidents should be reported to the Management Team immediately.

F. Compliance and Authority

- a. The Management reserves the right to disband any Community Group and/or revoke the use of the Tributary Amenities for non-compliance with these Guidelines, and/or for other reasons it may deem necessary.
- b. Any such action Management shall be subject to prior notice, and the Community Group will be given the opportunity to request a hearing on the matter prior to any such action



EXHIBIT A- COMMUNITY GROUP APPLICATION

Date Submitted: _____

We are pleased to offer the opportunity for residents to create their own clubs and interest groups that enhance the quality of life and recreational experiences offered within our community. To ensure that all clubs and interest groups are developed and implemented successfully and to allow us to effectively promote your club, we request that this application is completed and submitted to our office for approval.

Club & Interest Group Information

Group Leader Name: _____

Address: _____

Phone: _____

Email Address: _____

Community Group Name: _____

Description: _____

Proposed Meeting Dates: _____

Proposed Meeting Times: _____

Proposed Events: _____

Required Roster Provided? YES _____ NO _____

My signature indicates that I have read and understand the Community Group Guidelines & Three Rivers Community Development District Amenity Policies and I agree to ensure that all members of the Community Group will abide by the established rules. I understand that this application will be submitted to and reviewed by the Board for approval.

Resident Signature: _____



Group Roster

Resident Name

Resident Address

A Group Roster with minimum of 10 interested Tributary residents is required to form a Community Group.



Management Review

Approved _____ Denied _____

Comments: _____



THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MAY 31, 2024**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MAY 31, 2024**

	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	Debt Service Fund Series 2023	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021B	Capital Projects Fund Series 2021B SSA	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS											
Cash	\$ 308,553	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 308,553
Investments											
Revenue	-	640,722	420	3,469	4,688	358,828	-	-	-	-	1,008,127
Reserve	-	888,419	3,325	14,850	285,594	1,048,084	-	-	-	-	2,240,272
Prepayment	-	26,229	18	191,532	-	8,394	-	-	-	-	226,173
Construction	-	-	-	-	-	-	-	9,901	27,886	3,701	41,488
Construction - master	-	-	-	-	-	-	2,062	-	-	-	2,062
Construction - neighborhood	-	-	-	-	-	-	1	-	-	-	1
Cost of issuance	-	-	-	-	-	20,791	-	-	-	-	20,791
Capitalized interest	-	-	-	-	-	3,115	-	-	-	-	3,115
Interest	-	-	-	3,501	-	18,858	-	-	-	-	22,359
General redemption	-	-	-	14	481	-	-	-	-	-	495
Undeposited funds	10	-	-	-	-	-	-	-	-	-	10
Due from Three Rivers Developers	30,003	12,145	-	-	-	79,124	-	376,296	-	659,770	1,157,338
Due from Nassau County	-	-	-	-	-	-	-	-	115,327	-	115,327
Due from other	-	-	-	-	-	-	-	6	450	-	456
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	-	-	5,509
Due from capital projects fund 2021B	-	-	-	-	-	-	-	-	6,870	-	6,870
Utility deposit	34,017	-	-	-	-	-	-	-	-	-	34,017
Prepaid expense	3,130	-	-	-	-	-	-	-	-	-	3,130
Total assets	<u>\$ 375,713</u>	<u>\$ 1,567,515</u>	<u>\$ 9,272</u>	<u>\$ 213,366</u>	<u>\$ 290,763</u>	<u>\$ 1,537,194</u>	<u>\$ 2,063</u>	<u>\$ 386,203</u>	<u>\$ 150,533</u>	<u>\$ 663,471</u>	<u>\$ 5,196,093</u>
LIABILITIES											
Liabilities:											
Due to Developer	246	-	-	-	-	-	-	-	-	-	246
Due to other	319	-	-	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	-	-	5,509
Due to capital projects fund 2021BSAA	-	-	-	-	-	-	-	6,870	-	-	6,870
Contracts payable	-	-	-	-	-	-	-	376,296	1,215	513,192	890,703
Retainage payable	-	-	-	-	-	-	-	27,249	136,952	488,561	652,762
Accrued taxes payable	153	-	-	-	-	-	-	-	-	-	153
Developer advance	20,000	-	-	-	-	-	-	-	-	-	20,000
Total liabilities	<u>20,718</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>410,415</u>	<u>138,167</u>	<u>1,001,753</u>	<u>1,576,562</u>
DEFERRED INFLOWS OF RESOURCES											
Deferred receipts	30,003	12,145	-	-	-	79,124	-	376,296	115,327	659,770	1,272,665
Total deferred inflows of resources	<u>30,003</u>	<u>12,145</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>79,124</u>	<u>-</u>	<u>376,296</u>	<u>115,327</u>	<u>659,770</u>	<u>1,272,665</u>
FUND BALANCES											
Restricted for											
Debt service	-	1,549,861	9,272	213,366	290,763	1,458,070	-	-	-	-	3,521,332
Capital projects	-	-	-	-	-	-	2,063	(400,508)	(102,961)	(998,052)	(1,499,458)
Unassigned	324,992	-	-	-	-	-	-	-	-	-	324,992
Total fund balances	<u>324,992</u>	<u>1,549,861</u>	<u>9,272</u>	<u>213,366</u>	<u>290,763</u>	<u>1,458,070</u>	<u>2,063</u>	<u>(400,508)</u>	<u>(102,961)</u>	<u>(998,052)</u>	<u>2,346,866</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 375,713</u>	<u>\$ 1,567,515</u>	<u>\$ 9,272</u>	<u>\$ 213,366</u>	<u>\$ 290,763</u>	<u>\$ 1,537,194</u>	<u>\$ 2,063</u>	<u>\$ 386,203</u>	<u>\$ 150,533</u>	<u>\$ 663,471</u>	<u>\$ 5,196,093</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 1,355	\$ 640,664	\$ 644,345	99%
Assessment levy: off-roll	35,146	149,443	206,878	72%
Developer contribution	-	152,549	251,433	61%
Lot closing	-	64,006	-	N/A
Interest and miscellaneous	800	6,005	-	N/A
Total revenues	<u>37,301</u>	<u>1,012,667</u>	<u>1,102,656</u>	92%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	4,400	9,000	49%
FICA	-	337	918	37%
Engineering	7,699	19,006	8,500	224%
Attorney	2,169	10,086	25,000	40%
Arbitrage	-	-	500	0%
DSF accounting: series 2019	-	-	7,500	0%
DSF accounting: series 2021	1,250	10,000	7,500	133%
DSF accounting: series 2022	-	-	7,500	0%
DSF accounting: series 2023	625	5,000	7,500	67%
Dissemination agent: series 2019	83	667	1,000	67%
Dissemination agent: series 2021-B1	83	667	1,000	67%
Dissemination agent: series 2021-B2	83	667	1,000	67%
Dissemination agent: series 2022	-	-	1,000	0%
Dissemination agent: series 2023	83	667	1,000	67%
Trustee: series 2019	-	4,256	4,300	99%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	-	-	4,000	0%
Trustee: series 2022	-	-	4,000	0%
Trustee: series 2023	-	-	4,000	0%
Audit	-	-	7,500	0%
Management	3,750	30,000	45,000	67%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	333	500	67%
Postage	44	472	500	94%
Insurance	-	6,197	6,000	103%
Printing & binding	42	333	500	67%
Legal advertising	590	5,863	1,500	391%
Other current charges	4,493	22,410	500	4482%
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	27	27,005	13,424	201%
Total professional & administrative	<u>21,063</u>	<u>148,541</u>	<u>175,732</u>	85%

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Landscape maintenance	18,833	126,825	250,000	51%
Landscape contingency	-	1,011	25,000	4%
Lifestyle director	67,047	67,047	70,000	96%
Electric	4,834	33,185	5,000	664%
Reclaimed water	1,875	11,001	40,000	28%
Lake/stormwater maintenance	1,630	11,240	17,000	66%
Irrigation repairs	1,950	3,733	11,000	34%
Waste pickup	-	-	1,440	0%
Accounting	625	5,000	7,500	67%
Total operations & maintenance	<u>96,794</u>	<u>259,042</u>	<u>426,940</u>	61%
Amenity center				
Utilities				
Telephone & cable	716	3,929	9,566	41%
Electric	2,040	17,715	55,000	32%
Potable water	-	-	3,000	0%
Reclaimed water	-	-	15,666	0%
Gas	52	547	1,750	31%
Trash removal	-	1,610	2,916	55%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	3,221	7,986	14,466	55%
Access cards	-	-	1,166	0%
Management contracts				
Landscape maintenance	-	23,897	55,000	43%
Landscape contingency	-	-	5,500	0%
Pool maintenance	2,350	19,800	28,200	70%
Pool repairs	800	800	5,834	14%
Pool chemicals	-	-	14,000	0%
Janitorial services	2,820	21,937	30,240	73%
Janitorial supplies	916	4,323	12,000	36%
Facility maintenance	2,616	4,216	-	N/A
Fitness equipment lease	3,130	21,909	38,300	57%
Technology help desk	-	-	4,100	0%
HVAC maintenance	-	-	2,000	0%
Pest control	140	700	2,520	28%
Pool permits	-	265	1,166	23%
Repairs & maintenance	3,928	22,849	20,000	114%
New capital projects	-	12,290	10,000	123%
Special events	17,889	68,116	80,000	85%
Holiday decorations	-	10,190	12,666	80%
Fitness center repairs/supplies	-	375	3,500	11%
Office supplies	1,910	14,874	3,600	413%
Operating supplies	-	675	10,850	6%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	59,821	40,000	150%
Uncoded expense	581	581	-	N/A
Total amenity center	<u>43,109</u>	<u>319,405</u>	<u>485,390</u>	66%
Total expenditures	<u>160,966</u>	<u>726,988</u>	<u>1,088,062</u>	67%
Excess/(deficiency) of revenues over/(under) expenditures	(123,665)	285,679	14,594	
Fund balances - beginning	448,657	39,313	14,594	
Fund balances - ending	<u>\$ 324,992</u>	<u>\$ 324,992</u>	<u>\$ 29,188</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 MAY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 1,614	\$ 763,377	\$ 767,679	99%
Assessment levy: off-roll	18,225	72,900	153,856	47%
Assessment prepayments	-	193,229	-	N/A
Lot closing	-	20,857	-	N/A
Interest	8,452	62,808	5,000	1256%
Total revenues	<u>28,291</u>	<u>1,113,171</u>	<u>926,535</u>	120%
EXPENDITURES				
Debt service				
Principal	265,000	730,000	285,000	256%
Interest 11/1	-	320,434	329,684	97%
Interest 5/1	307,556	307,556	329,684	93%
Total debt service	<u>572,556</u>	<u>1,357,990</u>	<u>944,368</u>	144%
Other fees & charges				
Tax collector	32	15,257	15,993	95%
Total other fees and charges	<u>32</u>	<u>15,257</u>	<u>15,993</u>	95%
Total expenditures	<u>572,588</u>	<u>1,373,247</u>	<u>960,361</u>	143%
Excess/(deficiency) of revenues over/(under) expenditures	(544,297)	(260,076)	(33,826)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	<u>(1,544)</u>	<u>(3,910)</u>	-	N/A
Total other financing sources	<u>(1,544)</u>	<u>(3,910)</u>	-	N/A
Net change in fund balances	<u>(545,841)</u>	<u>(263,986)</u>	<u>(33,826)</u>	
Fund balances - beginning	2,095,702	1,813,847	1,545,936	
Fund balances - ending	<u>\$ 1,549,861</u>	<u>\$ 1,549,861</u>	<u>\$ 1,512,110</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 MAY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,326	0%
Assessment prepayments	-	3,990	-	N/A
Lot closing	-	47	-	N/A
Interest	14	173	-	N/A
Total revenues	14	4,210	3,326	127%
EXPENDITURES				
Debt service				
Principal	-	5,000	-	N/A
Interest 11/1	-	1,722	1,663	104%
Interest 5/1	1,544	1,544	1,663	93%
Total debt service	1,544	8,266	3,326	249%
Excess/(deficiency) of revenues over/(under) expenditures	(1,530)	(4,056)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	1,544	3,910	-	N/A
Total other financing sources	1,544	3,910	-	N/A
Net change in fund balances	14	(146)	-	
Fund balances - beginning	9,258	9,418	11,223	
Fund balances - ending	\$ 9,272	\$ 9,272	\$ 11,223	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 860	\$ 6,903	-	N/A
Total revenues	860	6,903	-	N/A
EXPENDITURES	-	-	-	
Total debt service	-	-	-	N/A
Excess/(deficiency) of revenues over/(under) expenditures	860	6,903	-	
Fund balances - beginning	212,506	206,463	-	
Fund balances - ending	<u>\$ 213,366</u>	<u>\$ 213,366</u>	<u>\$ -</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 MAY 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 46,796	\$ 462,500	10%
Interest	1,598	11,711	-	N/A
Total revenues	<u>1,598</u>	<u>58,507</u>	<u>462,500</u>	13%
EXPENDITURES				
Debt service				
Interest	<u>142,797</u>	<u>285,594</u>	<u>462,500</u>	62%
Total debt service	<u>142,797</u>	<u>285,594</u>	<u>462,500</u>	62%
Excess/(deficiency) of revenues over/(under) expenditures	(141,199)	(227,087)	-	
Fund balances - beginning	<u>431,962</u>	<u>517,850</u>	<u>702,824</u>	
Fund balances - ending	<u><u>\$ 290,763</u></u>	<u><u>\$ 290,763</u></u>	<u><u>\$ 702,824</u></u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ -	\$ 827,153
Assessment prepayments	-	1,799,217
Lot closing	-	110,728
Interest	10,577	74,788
Total revenues	<u>10,577</u>	<u>2,811,886</u>
EXPENDITURES		
Debt service		
Interest	384,294	623,722
Principal	210,000	1,335,000
Principal prepayment	685,000	685,000
Total debt service	<u>1,279,294</u>	<u>2,643,722</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,268,717)	168,164
Fund balances - beginning	<u>2,726,787</u>	<u>1,289,906</u>
Fund balances - ending	<u><u>\$ 1,458,070</u></u>	<u><u>\$ 1,458,070</u></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 MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 9	\$ 123
Total revenues	<u>9</u>	<u>123</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	9	123
Fund balances - beginning	2,054	1,940
Fund balances - ending	<u><u>\$ 2,063</u></u>	<u><u>\$ 2,063</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 11,536	\$ 144,671
Interest	57	380
Total revenues	<u>11,593</u>	<u>145,051</u>
EXPENDITURES		
Capital outlay	<u>383,796</u>	<u>518,802</u>
Total expenditures	<u>383,796</u>	<u>518,802</u>
Excess/(deficiency) of revenues over/(under) expenditures	(372,203)	(373,751)
Fund balances - beginning	(28,305)	(26,757)
Fund balances - ending	<u><u>\$ (400,508)</u></u>	<u><u>\$ (400,508)</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 MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 1,108,633
Interest	113	6,917
Total revenues	<u>113</u>	<u>1,115,550</u>
EXPENDITURES		
Capital outlay	<u>1,215</u>	<u>843,269</u>
Total expenditures	<u>1,215</u>	<u>843,269</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,102)	272,281
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>206,150</u>
Total other financing sources/(uses)	<u>-</u>	<u>206,150</u>
Net change in fund balances	(1,102)	478,431
Fund balances - beginning	<u>(101,859)</u>	<u>(581,392)</u>
Fund balances - ending	<u><u>\$ (102,961)</u></u>	<u><u>\$ (102,961)</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED MAY 31, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 578,362	\$ 5,015,623
Interest	550	11,486
Total revenues	<u>578,912</u>	<u>5,027,109</u>
EXPENDITURES		
Capital outlay	<u>539,764</u>	<u>4,795,561</u>
Total expenditures	<u>539,764</u>	<u>4,795,561</u>
Excess/(deficiency) of revenues over/(under) expenditures	39,148	231,548
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>-</u>	<u>(206,150)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(206,150)</u>
Net change in fund balances	39,148	25,398
Fund balances - beginning	<u>(1,037,200)</u>	<u>(1,023,450)</u>
Fund balances - ending	<u><u>\$ (998,052)</u></u>	<u><u>\$ (998,052)</u></u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on June 27, 2024 at 2:00 p.m., at the Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034.

Present were:

Gregg Kern	Chair
Joe Cornelison	Assistant Secretary
Brad Odom	Assistant Secretary
Rose Bock	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Wes Haber (via telephone)	District Counsel
Scott Wild (via telephone)	District Engineer
Bill Shaffer (via telephone)	Dominion Engineering Group
Shayna Talbert	Castle Group
Sami Keim	OnPlace LLC

Residents present:

Janet Parrish	Patty Carr	Lisa Morales	Tony Morales
Maureen Sagi	Andy Sagi	Kelly Malemick	Regina Goodman
Keith Howard	Kathy Szabo	Ted Goodman	Kevin Richards
Kathy Richards	Brian Szabo	Tracy Evans	Georgiann Koziana
Jeannie Carr	Tim Carr	Roger Lange	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 2:00 p.m. Supervisors Kern, Cornelison, Odom and Bock were present. Supervisor Taylor was not present.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Torres stated this public comment portion of the meeting is for comments about agenda items and there will be another opportunity to comment near the end of the meeting.

A resident voiced their opinion that the public comments on agenda items should be at the end of the meeting, after the topics are discussed.

Mr. Torres reiterated that public comments are taken at the beginning and near the end of the meeting.

THIRD ORDER OF BUSINESS**Consent Agenda****A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023 (support documentation available upon request)**

I. Number 55: Vallencourt Construction Co., Inc. [\$250,455.17]

II. Number 56: Vallencourt Construction Co., Inc. [\$254,421.09]

III. Number 57: England-Thims & Miller, Inc. [\$8,627.50]

IV. Number 58: Onsite Industries, LLC [\$1,287.00]

V. Number 59: Vallencourt Construction Co., Inc. [\$20,295.23]

VI. Number 60: Vallencourt Construction Co., Inc. [\$128,191.05]

VII. Number 61: England-Thims & Miller, Inc. [\$3,827.00]

VIII. Number 62: Onsite Industries, LLC [\$4,407.35]

B. Consideration/Ratification of Requisition(s): Series 2021B (support documentation available upon request)

I. Number 177: Dominion Engineering Group, Inc. [\$11,535.51]

II. Number 178: Dominion Engineering Group, Inc. [\$12,440.00]

C. Ratification Item(s)

I. Coastal Luxury Outdoors, LLC Agreement for Pool Maintenance Services

II. Play Tennis Academy, LLC Agreement Regarding the Provision of Facility Monitor Services

On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the Consent Agenda items, as listed and presented, were accepted, approved and ratified, accordingly.

FOURTH ORDER OF BUSINESS**Discussion: Meeting Location for October - December 2024**

Mr. Torres discussed his efforts to find a meeting location for October, November and December 2024. Regarding holding meetings at Flagler College, the December 2024 and March 2025 meeting dates are not available.

78 Discussion ensued regarding potential meeting locations.

79 Mr. Torres will continue researching meeting locations for these months.

80

81 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of May 31, 2024**

82

83
84 Mr. Torres stated that the Unaudited Financial Statements as of May 31, 2024 were
85 inadvertently omitted from the agenda package.

86

87 **SIXTH ORDER OF BUSINESS**

**Approval of May 30, 2024 Regular Meeting
Minutes**

88

89

90 **On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the**
91 **May 30, 2024 Regular Meeting Minutes, as presented, were approved.**

92

93

94 **SEVENTH ORDER OF BUSINESS**

Staff Reports

95

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

- 97 • **Update: Nassau County Sheriff's Office Agreement for Traffic Enforcement on**
98 **CDD Roads**

99 Mr. Haber stated that his office also represents the East Nassau Stewardship District
100 (ENSD) and negotiations on a form of agreement Traffic Enforcement for the ENSD for roads in
101 the ENSD. Although different entities, the Sheriff's Office is treating the CDD and the ENSD the
102 same with regard to traffic enforcement. The Board of County Commissioners (BOCC) has the
103 form of Traffic Enforcement Agreement for the ENSD on its early-July meeting agenda; Counsel
104 for the Nassau County Sheriff's Office would like to see how that goes with the Commission
105 and, once that form of Traffic Enforcement Agreement is approved by the Commission, work
106 will commence on the same type of agreement for the CDD.

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

108 Mr. Shaffer stated work is underway to develop a signage plan reflecting where signs
109 will be installed, in coordination with the Sheriff's Office and Nassau County Engineering with
110 regard to locations and posted speeds. He thinks the plan to proceed with Phases 1 through 7 is
111 adequate and consistent with the agencies.

112 Mr. Wild had nothing to report.

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

Ms. Talbert reported the following:

➤ Since the last meeting, five-day service has commenced with Citywide for cleaning and janitorial services.

➤ The gutter project was completed.

➤ Property management is working with the landscape contractor weekly to improve its performance.

➤ Annuals were installed at the main corners and mulch installation at the park was completed, as well as through the main road.

➤ Two additional cameras were added to capture better footage.

➤ Exit button improvements were completed at the pickleball court.

➤ The outflows were maintained.

➤ The Facility Attendant will start this week, working 30 hours per week.

➤ Florida Wildlife was contacted regarding alligator removal; due to the high number of calls received, Florida Wildlife plans to monitor the area.

D. Lifestyle Director: OnPlace, LLC

Ms. Keim stated that the July newsletter will be sent this week. There was nothing additional to report.

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

- **NEXT MEETING DATE: July 18, 2024 at 3:00 PM**

- **QUORUM CHECK**

EIGHTH ORDER OF BUSINESS

Board Members' Comments/Requests

Mr. Cornelison recalled the decision at the last meeting to seek proposals for speed limit signs and stated that, in addition to the 30 mile per hour (mph) for Spine Road, it was thought that it would be a good idea to add five additional signs for the end-track units within the sideroads along Spine Road. The cost for the additional signage beyond those for Spine Road will be approximately \$3,000 above the previously approved \$3,500 not-to-exceed amount, bringing the total to approximately \$6,500.

It was noted that there is no need to combine approval; the additional signage can be approved separately.

On MOTION by Mr. Cornelison and seconded by Mr. Kern, with all in favor, procuring and posting additional speed limit signs for the neighborhood roads, in a not to exceed amount of \$3,561, was approved.

NINTH ORDER OF BUSINESS**Public Comments**

Resident Tony Morales referred to video footage at the Amenity Center and asked how long the video can be accessed. Mr. Torres stated that the video footage is not available to the public, except through a court order, through the State Attorney, or other legal channels.

Resident Lisa Morales referred to the prior meeting minutes and voiced her disagreement with a reference to an “altercation with a staffer”; as she does not think there was an “altercation”.

Mr. Morales stated that there was no “altercation” with staff members; he believes he has treated every staff member with respect and has never treated them in a negative manner. He stated that a resident spread rumors about him and he confronted the person and was subsequently arrested and then three hours later, a OnPlace employee said that he was chasing her to her car and threatening her, accusing him of being a drug dealer, etc.

Mrs. Morales stated that none of those accusations are true.

Mr. Torres reminded Mr. and Mrs. Morales that since these matters are still being discussed on the record, what is said will be in the meeting minutes. Mrs. Morales voiced her understanding.

Mr. Morales stated that he wants to set the record straight and stated that there was no altercation with a staff member.

Mrs. Morales voiced her belief that the OnPlace employee is still telling the community that she is scared of Mr. Morales. She noted her understanding that the OnPlace employee recently resigned but faced no accountability for what she said. She noted seeing the OnPlace employee sitting in court with CDD residents and continuing to spread rumors and talk about the Morales family to residents of the community. She asked what is being done about the OnPlace employee’s actions, whether anyone is looking into it and why it was allowed to continue.

Mr. Morales noted that there was no investigation of the OnPlace employee’s allegations, the videos were not pulled to see if the allegations were valid, etc.

179 Mr. Torres advised Mr. Morales that his time is up and stated “we are not going to talk
180 about this.”

181 Resident Andy Sagi stated that he visited the pool a few weeks ago and it appeared that
182 the pool was not vacuumed and there were leaves, bugs, etc., in the pool. He thinks the pool
183 needs to be cleaned better. Mr. Sagi stated that he and his wife have been hit by balls and
184 suggested roping off an area of the pool for people 18 and over.

185 Mr. Torres stated that the Board is taking notes of the comments.

186 Resident Keith Howard asked for a summary of what is needed for a golf cart to be
187 legally acceptable by the Sheriff’s Office so that residents are not randomly pulled over by law
188 enforcement because they lack a license plate, yellow triangle marking or whatever is required
189 to be allowed so that residents can make sure their golf carts meet the requirements.
190 Regarding wildlife behind his home, he asked who is responsible for repair or replacement
191 when wildlife damages private property. Mr. Howard discussed times when the remotes to the
192 Amenity Center TVs were not available and no staff was on duty; he thinks residents need to
193 have access to the remote controls when no one is on duty. Mr. Howard noted that OnPlace
194 holds events at the Amenity Center and recalled that the patio cannot be reserved and
195 questioned whether it is equitable that the patio can be entirely used for events held by
196 OnPlace. He stated that only OnPlace events appear on the app/website calendar; whereas, all
197 community/group events, regardless of who was putting them on, used to be on the calendar.
198 He does not understand why other events cannot be on the website so residents know about
199 them.

200 Mr. Torres advised Mr. Howard that his time is up.

201 Resident Kevin Richards stated that he emailed Mr. Torres about a month ago and also
202 emailed Ms. Robb, regarding land near the Amenity Center that is being cleared for additional
203 parking. He had suggested constructing a tennis/pickleball court on one part of the cleared
204 land.

205 Resident Brian Szabo asked what was decided about one of the spine roads. It was
206 noted that the road is still in permitting.

207 The Board and Staff issued the following responses to resident questions:

208 ➤ With regard to the use of the term “altercation” and accuracy of the previous meeting
209 minutes, Mr. Torres was directed to listen to confirm that the minutes are accurate and present
210 any necessary changes for consideration at the next meeting.

➤ The CDD does not want to become involved in setting forth the requirements for ATV, golf carts, etc. operating on roads; residents should coordinate with the Sheriff's Office or the Department of Transportation (DOT) to find out what is required to be street legal.

➤ Regarding wildlife damage to property, the CDD is responsible for repairs and/or replacement on CDD property and the homeowners is responsible for repairs and/or replacement on their private property.

➤ Regarding the TV remotes, there is not a simple solution, as they disappear if left out.

➤ Regarding Pool Policies, a facility monitor was engaged, which should help with enforcement of the Policies.

➤ Regarding the club and group events no longer being on the events calendar on the app, it was noted that clubs and groups have their own app page that contains their events.

➤ Regarding adding a tennis/pickleball court near where land is being cleared for additional parking, the area will be a "flex/open" space for now; long-term, it is a future development area. The future number of homes, current and future Amenity Facilities, and general growth, were discussed. It is believed that, in the short-term, a tennis court is not feasible for that location.

A resident expressed concern about a road that might connect the CDD to Edwards Road. It was noted that the road the resident is concerned about is not the same as a spine road discussed earlier in the meeting. In response to the question of whether a road connecting to Edwards Road is planned, Mr. Kern stated a road is planned but what it will be is unknown and a timeline is not available. The resident voiced her opinion that entering the community from Calahan can be dangerous. It was noted that it is a DOT right of way so it is a DOT matter.

A resident referred to the area being cleared for parking and asked if a four-square court or something for children can be placed there.

A resident discussed difficulties that some have with various doors and asked if something can be done to make them easier for the elderly and handicapped to use. It was noted that the CDD facilities are compliant with the Americans with Disabilities (ADA) requirements but the concern can be looked into to confirm that they are in compliance.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the meeting adjourned at 2:39 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS



904.491.7500



96135 Nassau Place, Suite 3
Yulee, FL 32097



info@votenassaufl.gov
www.VoteNassaufl.gov

April 15, 2024

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

RE: Three Rivers Community Development District

Dear Ms. Gillyard,

In accordance with FS 190.006, we are providing you with the following information that of April 15, 2024, there are 909 registered voters within Three Rivers Community Development District's boundaries.

Should you have questions, please do not hesitate to contact us.

Sincerely,

Janet H. Adkins
Nassau County Supervisor of Elections

Para solicitar este documento en español, llame a nuestra oficina al 904.491.7500

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

¹*Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034*

²*Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126)*

76346 William Burgess Boulevard, Yulee, Florida 32097

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	3:00 PM
November 16, 2023	Regular Meeting	3:00 PM
December 21, 2023 CANCELED	Regular Meeting	3:00 PM
January 18, 2024 CANCELED	Regular Meeting	3:00 PM
January 18, 2024	CDD 101 Presentation (THIS IS NOT A BOARD MEETING)	3:00 PM
February 15, 2024 CANCELED	Regular Meeting	3:00 PM
February 28, 2024 ¹	Regular Meeting	3:00 PM
March 21, 2024	Regular Meeting	3:00 PM
April 18, 2024	Regular Meeting	3:00 PM
May 16, 2024 ¹ CANCELED	Regular Meeting	3:00 PM
May 30, 2024 ²	Regular Meeting	2:00 PM
June 20, 2024 ¹ <i>rescheduled to June 27, 2024</i>	Regular Meeting	3:00 PM
June 27, 2024 ¹	Regular Meeting	2:00 PM
July 18, 2024 ¹	Regular Meeting	3:00 PM
August 15, 2024 ¹	Regular Meeting	3:00 PM
September 19, 2024 ¹	Regular Meeting	3:00 PM