

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

January 16, 2025

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

January 9, 2025

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 January 16, 2025 at 3:00 p.m., at Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126), 76346 William Burgess Boulevard, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors (Joe Cornelison - Seat 2, Rose Bock - Seat 4) *(the following to be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consent Agenda
 - A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023
 - I. Number 79: Doc Medics of Florida [\$46,110.00]
 - II. Number 80: England-Thims & Miller, Inc. [\$68,456.44]
 - B. Ratification Item(s)
 - I. Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date

II. BrightView Landscape Services, Inc. Landscape and Irrigation Maintenance Agreement

5. Consideration of Resolution 2025-03, Accepting the Certification of the District Engineer that the Series 2019 Project is Complete; Declaring the Series 2019 A-1 A-2 Project Complete; Finalizing the Special Assessments Securing the District's Series 2019 A-1 A-2 Special Assessment Bonds; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date
6. Consideration of Resolution 2025-04, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; and Providing for an Effective Date
7. Acceptance of Unaudited Financial Statements as of November 30, 2024
8. Approval of December 10, 2024 Special 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*
 - NEXT MEETING DATE: February 20, 2025 at 3:00 PM

○ QUORUM CHECK

SEAT 1	BRAD ODOM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	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 (904) 295-5714.

Sincerely,



Ernesto Torres
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

4A1

**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: **79**
- (2) Name of Payee pursuant to Acquisition Agreement:
Doc Medics of Florida
7645 Gate Parkway, Suite 201
Jacksonville, FL 32256
- (3) Amount Payable: **\$ 46,110.00**
- (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): **Handrail Construction Tributary Unit 15**
Invoice 11152024
- (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



Jacksonville, FL
(904) 619-8826
dockmedicsfl.com
CBC 1254613
EC 13010192

Invoice 11152024

11/15/2024

Customer: Three River Community Development District
2300 Glades Rd Suite 410 W

Address: Tributary Unit 15

Re: Composite Handrails

: Design/Build approximately 530' of composite handrail.

Project Cost: \$ 46,110

• Boatlift Maintenance, Repairs and Conversions • Piling Refurbishing • Bulkhead Repairs • Dock Repairs and Sealing • Floating Docks and Drive on Lifts • A full range of waterfront services, including new construction

2023 ACQUISITION AND CONSTRUCTION 79

- Doc Medics

Final Audit Report

2024-12-09

Created:	2024-12-09
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-FW6L9a7zFU50E6CES6upUMuL_IRF_hS

"2023 ACQUISITION AND CONSTRUCTION 79 - Doc Medics" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-12-09 - 2:56:41 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-12-09 - 2:56:46 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-12-09 - 7:19:32 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-12-09 - 7:25:22 PM GMT - Time Source: server
-  Agreement completed.
2024-12-09 - 7:25:22 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

4A11

**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: **80**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 68,456.44**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Invoice 217034 (Nov 2024) Tributary Unit 12 and 13 (WA#11, Amendment 2)	\$ 59,926.19
Invoice 217098 (Nov 2024) Master Site Planning (WA#7)	\$ 2,760.75
Invoice 217093 (Nov 2024) Hydrologic and Hydraulic Analysis for Tributary Units 12 and 13	\$ 2,525.00
Invoice 217299 (Nov 2024) Unit 10 CEI Services (WA#15)	\$ 525.00
Invoice 217110 (Nov 2024) Unit 15 CEI Services (WA#18)	<u>\$ 2,719.50</u>
TOTAL REQUISITION	\$ 68,456.44

- (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.

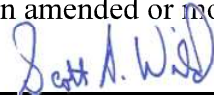
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

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

November 27, 2024

Invoice No: 217034

Total This Invoice	\$59,926.19
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Project 21131.01000 Tributary Unit 12 and 13 WA #11 Amed #2

Professional Services rendered through November 23, 2024

Phase 01. Preliminary Engineering /Mass Grading

	Fee	Percent Complete	Earned	Current Billing
1.Preliminary Engineering/Mass Grading				
1.Stormwater Modeling & Calculations	13,900.00	50.00	6,950.00	6,255.00
2.Final Mass Grading Eng./Const. Docs.	15,100.00	0.00	0.00	0.00
3.1.Permitting-Nassau County	7,400.00	0.00	0.00	0.00
3.2.Permitting-SJRWMD ERP	14,900.00	50.00	7,450.00	7,450.00
4.Final Development Plan (Unit 12)	17,350.00	90.00	15,615.00	1,735.00
5.Final Development Plan (Unit 13)	17,350.00	80.00	13,880.00	3,470.00
Total Fee	86,000.00		43,895.00	18,910.00
Total Fee				18,910.00
Total this Phase				\$18,910.00

Phase 01.1. Site Plan Revisions

Labor

	Hours	Rate	Amount
Planner			
Menke, Ashlee 11/2/2024	1.75	173.00	302.75
Menke, Ashlee 11/16/2024	2.00	173.00	346.00
GIS Analyst			
Pulsford, Colleen 11/9/2024	.75	146.00	109.50
Adminstrative Support			
Saloum, Sara 11/23/2024	11.50	99.00	1,138.50
Totals	16.00		1,896.75
Total Labor			1,896.75

Billing Limits	Current	Prior	To-Date
Labor	1,896.75	3,114.00	5,010.75
Limit			3,500.00
Adjustment			-1,510.75
Total this Phase			\$386.00

Project	21131.01000	Tributary Unit 12 and 13	Invoice	217034
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Phase 02. Construction Document Preparation

	Fee	Percent Complete	Earned	Current Billing
2.Construction Document Preparation				
7.Final Subdivision Const. Documents	71,250.00	50.00	35,625.00	17,812.50
8.Sanitary Sewer Pump Station Design	21,500.00	50.00	10,750.00	10,750.00
9.Code Minimum Landscape Plan	6,300.00	50.00	3,150.00	3,150.00
11.Electric Design Coordination	6,400.00	0.00	0.00	0.00
Total Fee	105,450.00		49,525.00	31,712.50
Total Fee				31,712.50
Total this Phase				\$31,712.50

Phase 02.1. Regulatory Permitting

	Fee	Percent Complete	Earned	Current Billing
2.1.Regulatory Permitting				
1.Nassau County Const. Plan Review	10,500.00	25.00	2,625.00	2,625.00
2.JEA Utility Plan Review	7,500.00	25.00	1,875.00	1,875.00
3.JEA Sanitary Sewer Coll Sys Gen Permit	2,000.00	0.00	0.00	0.00
4.JEA Water Dist. Sys Gen Permit	2,000.00	0.00	0.00	0.00
5.SJRWMD ERP Modification	9,800.00	0.00	0.00	0.00
Total Fee	31,800.00		4,500.00	4,500.00
Total Fee				4,500.00
Total this Phase				\$4,500.00

Phase 03. Project Management

Labor

		Hours	Rate	Amount
Executive Vice President				
Wild, Scott	11/2/2024	1.00	362.00	362.00
Wild, Scott	11/9/2024	2.00	362.00	724.00
Vice President				
Katsaras, George	11/16/2024	1.50	280.00	420.00
Katsaras, George	11/23/2024	3.50	280.00	980.00
Senior Engineer/Senior Project Manager				
Wild, Scott	11/23/2024	1.00	244.00	244.00
Project Manager				
Milligan, Neal	10/5/2024	1.50	216.00	324.00
Sr. Landscape Architect				
Korman, Jon	11/2/2024	3.00	195.00	585.00

Korman, Jon	11/9/2024	1.00	195.00	195.00
Korman, Jon	11/23/2024	1.00	195.00	195.00
Totals		15.50		4,029.00
Total Labor				4,029.00

Billing Limits	Current	Prior	To-Date
Labor	4,029.00	5,253.00	9,282.00
Limit			15,000.00
Remaining			5,718.00

Total this Phase \$4,029.00

Phase XP. Expenses

Expenses

Delivery / Messenger Svc	253.64
Permits	84.35

Total Expenses 1.15 times 337.99 388.69

Total this Phase \$388.69

Total This Invoice \$59,926.19

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

November 27, 2024

Invoice No: 217098

Total This Invoice	\$2,760.75
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Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING

Professional Services rendered through November 23, 2024

Phase 01 Master Site Planning

Labor

			Hours	Rate	Amount
Senior Technician/Senior Specialist					
Merrell, Scott	11/2/2024		.75	163.00	122.25
Merrell, Scott	11/9/2024		2.00	163.00	326.00
GIS Consultant					
Tindell, Jordon	11/9/2024		.50	150.00	75.00
Totals			3.25		523.25
Total Labor					523.25

Billing Limits

	Current	Prior	To-Date
Total Billings	523.25	33,811.50	34,334.75
Limit			35,000.00
Remaining			665.25

Total this Phase \$523.25

Phase 02 Master Plan Coordination

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	15,000.00	15,000.00
Limit			15,000.00

Total this Phase 0.00

Phase 03 Master Planning Coordination Meetings

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	11/2/2024		1.00	335.00	335.00
Wild, Scott	11/16/2024		1.00	335.00	335.00
Vice President					
Spofford, Raymond	10/5/2024		.50	260.00	130.00
Project Manager					
Milligan, Neal	11/2/2024		2.50	200.00	500.00
Engineer					
Horrell, Nicholas	11/2/2024		1.50	175.00	262.50

Horrell, Nicholas	11/23/2024	1.00	175.00	175.00	
Sr. Planner/Planning Manager					
Dendor, Casey	11/23/2024	2.50	200.00	500.00	
Totals		10.00		2,237.50	
Total Labor					2,237.50

Billing Limits	Current	Prior	To-Date
Total Billings	2,237.50	34,996.50	37,234.00
Limit			40,000.00
Remaining			2,766.00

Total this Phase	\$2,237.50
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Phase	XP	Expenses	Total this Phase	0.00
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Total This Invoice	\$2,760.75
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Outstanding Invoices

Number	Date	Balance
215960	10/3/2024	4,552.25
216470	10/31/2024	5,820.00
Total		10,372.25

Total Now Due	\$13,133.00
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Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

November 27, 2024

Invoice No: 217093

Total This Invoice	\$2,525.00
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Project 22388.00000 Hydrologic and Hydraulic Analysis for Tributary Units 12 and 13

Professional Services rendered through November 23, 2024

Phase . Lump Sum Services

	Fee	Percent Complete	Earned	Current Billing
1 & 2 Existing Conditions Modeling	6,100.00	100.00	6,100.00	0.00
3. Proposed Conditions Modeling	9,500.00	20.00	1,900.00	1,900.00
4. Mapping	1,900.00	0.00	0.00	0.00
5. Memo	2,500.00	25.00	625.00	625.00
6. CLOMR	11,000.00	0.00	0.00	0.00
7. ETM Coordination	4,650.00	19.6774	915.00	0.00
Total Fee	35,650.00		9,540.00	2,525.00
Total Fee				2,525.00
Total this Phase				\$2,525.00

Phase	XP	Expenses	
			Total this Phase
			0.00
			Total This Invoice
			\$2,525.00

INVOICE



Please Remit To:

Gemini Engineering & Sciences, Inc.
12926 Gran Bay Parkway West, Suite 210
Jacksonville, Florida 32258
TEL (904) 217-7485

PLEASE NOTE NEW ADDRESS

Invoice Date: October 31, 2024
Invoice No: 22073 - 02
Project No: 22073
Project Name: **Tributary Units
12 and 13**

England, Thims & Miller, Inc.
Mr. Scott Wild, P.E.
Executive Vice President/Shareholder
14775 Old St. Augustine Road
Jacksonville, Florida 32258

For professional services rendered through October 31, 2024.

Task Description	Task Fee	% Complete	Previously Invoiced	Current Invoice Amount
Tasks 1-2 (Existing Conditions Modeling)	\$6,100	100.00%	\$ 6,100.00	\$ -
Task 3 (Proposed Conditions Modeling)	\$9,500	20.00%	\$ -	\$ 1,900.00
Task 4 (Mapping)	\$1,900	0.00%	\$ -	\$ -
<i>OPTIONAL TASKS</i>				
Task 5 (Memo)	\$2,500	25.00%	\$ -	\$ 625.00
Task 6 (CLOMR)	\$11,000	0.00%	\$ -	\$ -
TOTAL FEE EARNED				\$ 8,625.00
LESS PREVIOUS BILLINGS				\$ 6,100.00
Amount Due This Invoice				\$ 2,525.00

Notes:

- Additional culvert sizing performed, with results provided to ETM.

A handwritten signature in blue ink, appearing to read "Ki Hong Pak".

Ki Hong Pak, PE, President

Payment is due upon receipt. A service charge of 18% per annum may be added on accounts outstanding over 30 days from date of invoice.

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

December 02, 2024

Invoice No: 217299

Total This Invoice \$525.00

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

Professional Services rendered through November 23, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Project Manager					
Brooks, Jeffrey	11/16/2024		.25	200.00	50.00
Milligan, Neal	11/16/2024		1.00	200.00	200.00
Milligan, Neal	11/23/2024		.50	200.00	100.00
Engineer					
Horrell, Nicholas	11/23/2024		1.00	175.00	175.00
Totals			2.75		525.00
Total Labor					525.00

Billing Limits	Current	Prior	To-Date
Total Billings	525.00	75,510.00	76,035.00
Limit			80,000.00
Remaining			3,965.00
Total this Phase			\$525.00

Phase 02 Progress Meetings

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	12,421.75	12,421.75
Limit			12,960.00
Remaining			538.25
Total this Phase			0.00

Phase 03 Owner Requested Plan Revisions

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	9,840.00	9,840.00
Limit			10,000.00
Remaining			160.00
Total this Phase			0.00

Phase 04 Reimbursable Expenses

Total this Phase	0.00
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Total This Invoice	<u>\$525.00</u>
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Outstanding Invoices

Number	Date	Balance
215986	10/3/2024	6,376.50
216484	10/31/2024	610.53
Total		6,987.03

Total Now Due	\$7,512.03
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Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

November 27, 2024

Invoice No: 217110

Total This Invoice	\$2,719.50
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Project 22443.01000 Three Rivers CDD-Unit 15 CEI Services (WA#18)

Professional Services rendered through November 23, 2024

Phase 01. Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	11/2/2024		1.00	335.00	335.00
Wild, Scott	11/9/2024		1.00	335.00	335.00
Wild, Scott	11/16/2024		1.00	335.00	335.00
Project Manager					
Brooks, Jeffrey	11/2/2024		.50	200.00	100.00
Brooks, Jeffrey	11/16/2024		.25	200.00	50.00
Milligan, Neal	11/2/2024		.50	200.00	100.00
Milligan, Neal	11/16/2024		1.00	200.00	200.00
Milligan, Neal	11/23/2024		.50	200.00	100.00
Engineer					
Horrell, Nicholas	11/2/2024		2.50	175.00	437.50
Horrell, Nicholas	11/23/2024		1.00	175.00	175.00
CEI Project Manager/Project Admin.					
Donchez, James	11/2/2024		1.00	184.00	184.00
Donchez, James	11/9/2024		.50	184.00	92.00
Donchez, James	11/16/2024		1.00	184.00	184.00
Donchez, James	11/23/2024		.50	184.00	92.00
Totals			12.25		2,719.50
Total Labor					2,719.50

Billing Limits	Current	Prior	To-Date
Total Billings	2,719.50	38,161.00	40,880.50
Limit			69,108.00
Remaining			28,227.50

Total this Phase \$2,719.50

Phase 02. Progress Meetings

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	660.00	660.00
Limit			13,524.00
Remaining			12,864.00

Total this Phase

0.00

Phase

03.

Owner Requested Plan Revisions

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	1,470.00	1,470.00
Limit			10,000.00
Remaining			8,530.00

Total this Phase

0.00

Phase

04.

Reimbursable Expenses

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			500.00
Remaining			500.00

Total this Phase

0.00

Total This Invoice

\$2,719.50

Outstanding Invoices

Number	Date	Balance
215987	10/3/2024	5,299.50
216485	10/31/2024	1,875.00
Total		7,174.50

Total Now Due

\$9,894.00




2023 ACQUISITION AND CONSTRUCTION 80 - ETM (Nov 2024)

Final Audit Report

2024-12-16

Created:	2024-12-16
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzAiT0K9B821i_W832yxRoiWZ5djftRdH

"2023 ACQUISITION AND CONSTRUCTION 80 - ETM (Nov 2024)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-12-16 - 1:52:34 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
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-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
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-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-12-16 - 6:21:14 PM GMT - Time Source: server
-  Agreement completed.
2024-12-16 - 6:21:14 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS BI

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Three Rivers Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective December 10, 2024:

Gregg Kern is elected Chair

Mike Taylor is elected Vice Chair

Brad Odom is elected Assistant Secretary

Joe Cornelison is elected Assistant Secretary

Rose Bock is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 10, 2024:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 10TH DAY OF DECEMBER, 2024.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chair/Vice Chair, Board of Supervisors

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS BII

LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of February 2025, by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Nassau County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, with an address of 11530 Davis Creek Court, Jacksonville, Florida 32256 (“**Contractor**”).

RECITALS

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

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

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

2. CONTRACTOR OBLIGATIONS.

A. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such

work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

B. *Acceptance of Site.* By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

C. *Manner of Contractor’s Performance.* The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

D. *Discipline, Employment, Uniforms.* Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

E. *Rain Days.* In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

F. *Protection of Property.* Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor’s acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage –

and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

G. *District Representative; Reporting.* The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District 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 Contractor’s services, including the Work.

i. The District hereby designates the District Manager or his or her designee, to act as the District Representative.

ii. The District shall have the right to change its designated Representative with written notice to Contractor.

iii. Contractor agrees to meet with the District’s representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

iv. Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

H. *Deficiencies.* Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor’s compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor’s compensation.

I. *Compliance with Laws.* The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

J. *Safety.* Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

K. *Environmental Activities.* The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

L. *Payment of Taxes; Procurement of Licenses and Permits.* Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

M. *Subcontractors.* Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

N. *Independent Contractor Status.* In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of 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. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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.

3. COMPENSATION; TERM.

A. *Term.* The term of this Agreement shall be from February 1, 2025, to January 31, 2026 (“**Year 1**”), unless terminated earlier in accordance with the terms of this

Agreement. Thereafter, this Agreement will automatically renew in additional, one (1) year terms, for up to four (4) additional annual renewals, unless terminated earlier in accordance with the terms of this Agreement. Following the expiration of this Agreement's initial term and four annual renewals, the parties have the option to renew the agreement for additional one-year terms ("**Additional Terms**"). Adjustments to the annual fee schedule for the Additional Terms shall be based on a Consumer Price Index Adjustment and/or other relevant factors and must be mutually agreed upon by both parties.

B. Compensation. As compensation for the Work, the District agrees to pay Contractor an amount not-to-exceed **One Hundred Sixty One Thousand Six Hundred Four Dollars (\$161,604.00)** per year for Year 1, all in accordance with the Fee Summary attached hereto as **Exhibit C**. Compensation for the Work in subsequent renewal years shall be in accordance with the with the Fee Summary attached hereto as **Exhibit C**.

C. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. 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 Work Authorization, a form of which is attached hereto as **Exhibit D**. 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 Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. 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.

D. Payments by the District. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

E. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may

require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, 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 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that 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.

4. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, 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. Any termination by the District shall not result in liability for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, 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 off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

5. INSURANCE.

A. *Insurance Required.* Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. 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 primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

B. *Types of Insurance Coverage Required.* Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

i. Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

ii. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

iii. Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 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 Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

v. Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$1,000,000 per occurrence and \$1,000,000 on aggregate.

C. *Additional Insured.* All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

D. *Sub-Contractors.* Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

E. *Payment of Premiums.* The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

F. *Notice of Claims.* Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

G. *Failure to Provide Insurance.* The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

6. INDEMNIFICATION.

A. The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

C. The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

D. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

7. MISCELLANEOUS PROVISIONS

A. *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.

B. *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 or due to oversight; 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.

C. *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.

D. *Assignment.* Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. *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.

F. *Attorneys' Fees.* In the event that either the District or 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, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. *Agreement.* This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

H. *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 District and Contractor.

I. *Authorization.* The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and

Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

J. Notices. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

A. If to the 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 Contractor: BrightView Landscape Services, Inc.
11530 Davis Creek Court
Jacksonville, Florida 32256
Attn: Rodney Hicks

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 Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other 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 herein.

K. Third Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor 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 District and Contractor 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 District and Contractor and their respective Representative, successors, and assigns.

L. Controlling Law; 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. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Nassau County, Florida.

M. *Public Records.* 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 **Ernesto Torres** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TORRESE@WHHASSOCIATES.COM, (904) 295-5714, AND 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

N. *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.

O. *Arm’s Length Transaction.* This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor 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.

P. 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.

Q. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

R. E-Verify. The Contractor agrees that it shall bear the responsibility for verifying the employment status of all persons it employs or subcontracts in the performance of this Agreement and agrees to otherwise comply with all applicable federal and Florida law, including but not limited to the Immigration Reform and Control Act of 1986, as amended, and Section 448.095, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

S. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law (“Public Integrity Laws”) apply to this Agreement:

- a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District (“**Prohibited Criteria**”). Contractor certifies that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District.

T. *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*.

[Remainder of this page intentionally left blank]

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

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Ernesto Torres
AE6196FB34D4464...
By: Ernesto J. Torres
☐ Secretary
☒ Assistant Secretary

Signed by:
Gregg Kern
8A100F79-1CBE-495C-AF49-FD141C5CC3DE
By: Gregg Kern
☒ Chairperson
☐ Vice Chairperson

WITNESS:

**BRIGHTVIEW LANDSCAPE
SERVICES, INC.**

DocuSigned by:
Ernesto Torres
AE6196FB34D4464...
By: Ernesto J. Torres
Its: Assistant Secretary

Signed by:
Steven K. Brackin
8A100F79-1CBE-495C-AF49-FD141C5CC3DE
By: Steven K. Brackin
Its: Vice President & General Manager

Exhibit A: Scope of Services
Exhibit B: Landscape Maintenance Map
Exhibit C: Fee Summary
Exhibit D: Form of Work Authorization

Exhibit A: Scope of Services

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

I. SCOPE OF WORK

The Landscape and Irrigation Maintenance Contractor (the "Contractor") shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within Three Rivers CDD (the "District") throughout the contract period, as specified per the contractual agreement.

a. District Owned Areas to be Serviced: Including but not limited to and as depicted on Site plan exhibit.

1. Entrance
2. Pocket Parks
3. Lift Station Areas
4. Right of Ways
5. Pond Banks (except those banks directly behind closed homes)
6. Trail systems
7. Dog Park
8. Roundabout
9. Model Village Common Areas
10. All common areas owned by the District

b. Schedule of Services:

The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor's firm is required to be present during every maintenance visit.

c. Quality Control Inspections:

A qualified representative from the Contractor's firm shall accompany the District's Facility Manager or other designated representative ("Facility Manager") on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the Facility Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Facility Manager of a reasonable explanation as to why such issue cannot be completed in such time period.

d. Attendance at meetings:

Upon request by the district, the contractor shall attend regularly scheduled district meetings.

e. Reporting:

1. The Contractor will be required to provide Facility Manager with the following information:
 - a. Daily, weekly, monthly schedule of landscape & irrigation services
 - b. Map of serviced areas to be mowed, edged, weeded, sprayed, and blown each day of the week.
 - c. Map of serviced areas that will be mowed, edged, trimmed, and blown each day of the week.
 - d. Map of service areas that will be pruned, weeded, and detailed each week of the month.

- e. Monthly Irrigation Inspection Reports.
 - f. Monthly Landscape Service Reports which shall include:
 - i. Mowing/Edging/Trimming Service Report
 - ii. Pruning Service Report
 - iii. Pond Bank Mowing Service Report (if applicable)
 - iv. Fertilization Report, which shall include:
 - 1. Plants/shrubs
 - 2. Sod
 - 3. Trees
 - v. Pest Control Report
 - vi. Muhly / Cord Grass Maintenance Report (if applicable)
 - vii. Tree Maintenance (Limb ups) (if applicable)
 - g. Annual Flower Types and Design and 3x yearly schedule (if applicable)
 - h. Preventative Maintenance Schedule
 - i. Trail System
 - ii. Irrigation System
 - iii. Post-Storm Clean-Up
 - i. Completed Unit Price Proposal for cost comparison.
 - j. Copy of all business licenses.
 - k. List of individuals and the contact info for all individuals who will be responsible for the landscape and irrigation of the community.
 - l. Copy of insurance.
 - m. W9
2. Facility Manager will provide contractor with the following information:
- a. Copy of Three Rivers CDD Insurance
 - b. Community Map

II. LAWN CARE

a. Mowing and Edging:

1. *District owned property* shall be mowed 1-2 times every seven (7) days during the active growing season (April 1 – November 30) and once every ten (10) days during the dormant seasons (December 1 to March 31) unless specifically noted below. Mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify Facility Manager of said complication and provide the day in which the mowing will be made up. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety, taking into account the season. Zoysia 2-3", Saint Augustine Floritam 4", and Bahia 3-5". Clippings shall not be caught and removed from lawn area unless they are lying in swaths, which may damage the lawn. Miscellaneous debris will need to be removed prior to mowing.

****NOTE:** Bermuda should be cut 2 times per week during the active growing season using a reel mower in place of a rotary mower, should be cut short and tight to provide a golf course type look and Contractor should mix in vertical mowing and core aerations to the turf as needed.

2. *District Easements and Right-of-Ways.* Shall be mowed once every seven (7) days during the active growing season (April 1 - November 30) and once every ten (10) days during the

dormant seasons (December 1 to March 31) (35)

3. *District Controlled Pond Banks.* Shall be mowed three (3) times in a month during the active growing season (April 1 – November 30) and two (2) times per month during the dormant season.

****NOTE: Residents are responsible for mowing from the top of lake bank down to the water's edge behind their homes.**

4. *District Controlled Pocket Parks and Greenspace.* Shall be mowed once every seven days during the active growing season (April 1 - November 30) and once every (15) days during the dormant seasons (December 1 to March 31)

b. Sod:

The Contractor shall replace dead sod up to one pallet within two (2) weeks of identifying the disturbed area. Sod replacement equaling more than one pallet shall be approved by the Facility Manager in advance. St. Augustine Sod should be maintained at a height of 4 inches and the Contractor should take care to not scalp the Sod by adjusting mower height as needed. Other types of sod should be mowed at a height as recommended by the University of Florida.

c. Edging:

The Contractor shall edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

d. Fertilization:

A fertilization program of properly timed applications of quality slow-release fertilizers (based on requirements established by the University of Florida JFAS) shall be established. Program shall provide a lawn, which is evenly green and thick, and one, which does not promote surge growth or burning.

e. Weed, Disease, and Insect Control:

The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, army worms, chinch bugs and other grass and plant pests as well as plant fungus. Pre-emergent and post-emergent controls shall be used to provide acceptable levels of weed control. All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor. All sprayings must be performed by or under the direct supervision of a licensed applicator. The pest control program shall follow the most current recommendations of the University of Florida "Guides to Insect Disease, Nematodes and Weed Control". The Contractor shall submit an outline of the agronomic program along with the proposal. Contractor will use proper fertilization, mowing, and watering practices to promote the growth of weed resistant turf.

III. **GROUND COVER AREA I SHRUB AREAS**

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification

systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to complement any architectural banding and/or detailing so as not to block any such detail from view.

Pruning of plants, which overhang curbs and sidewalks shall be addressed regularly. Pruning bushes includes maintaining the current shape and specifically does not include changing the shape of the plant as in a cut back. Mass planted shrubs shall not be pruned individually. Tops of shrub masses shall be pruned to a consistent height, but sides of shrubs shall be allowed to grow together into a full solid mass. All shrubs shall be pruned in such a way as to provide a clean and neat appearance.

a. Weed Control:

The Contractor shall keep beds reasonably free of broadleaf or grassy weeds, preferably with pre-emergent and/or selective post-emergent/contact herbicides. Beds in and around Amenity Center should be weeded by hand on a regular basis. Beds in common areas must be hand weeded when post-emergent/contact herbicides are not effective.

1. emergent: This type of control should be used only if a known weed problem warrants its use.
2. Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

b. Fertilization:

The Contractor shall apply fertilizer as warranted. The number of applications will be dependent on the type of nitrogen used and the type of plant material being fertilized. Soil samples should be taken if Contractor encounters problematic areas of the community in order to determine the best remediation plan for those areas.

c. Fungicide:

The Contractor shall apply legally approved fungicides to control disease-causing damage to ornamentals if warranted.

d. Pesticide:

Apply legally approved pesticides to control insects causing damage to ornamentals if warranted.

IV. ROSE BUSHES

Roses should be trimmed back, dead headed and fertilized consistently to promote healthy and even growth and consistent budding.

V. ORNAMENTAL GRASSES

The Contractor shall cut all ornamental grasses back in the ROW once every year in the months of January or August starting with January/February 2022. The Contractor shall cut all ornamental grass back (1) once every 6 months at the Amenity Center in the Months of January and August Starting August 2021. All ornamental grass clippings shall be raked up and removed from the property at the end of each day in which the grasses are being cut.

VI. TREE CARE

A Certified Arborist shall be utilized in the maintenance of the trees on District property.

a. Pruning:

Height limitation for tree pruning covered in the specifications is 13 feet. On trees over 13 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 13 feet above ground level. Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary. Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within seven (7) days from the date notice is provided to Contractor by the on-site manager.

b. Staking:

Stakes are to be inspected and adjusted or removed as necessary. When trees attain a trunk caliper of 4" or substantial root development stability, removal will be discussed with client.

c. Tree Fertilization:

This shall include all Palms, Oaks, Maples, Elms, Magnolias, Hollies, etc.

**** NOTE: A TREE FERTILIZATION PROGRAM AND THE COST SHOULD BE SUBMITTED AS A SEPARATE LINE ITEM BUT INCLUDE WITHIN YOUR PROPOSAL**

d. Palm Pruning:

Dead or dying fronds should be removed bi-annually and will be within set months each year. It is best to leave healthy fronds when possible and defer to specific pruning methods and finished cuts per palm type.

VII. MULCH / PINE STRAW

The Contractor will install mulch / pine straw twice per year in the months of March and September (full application must be installed within 2-weeks of initial drop). Mulch / pine straw will be applied to all District owned common areas.

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST:** *A proposal for pine straw, once per year shall be shown separately from the overall proposal for Landscape and Irrigation Maintenance services.*

VIII. ANNUAL COLOR

Annual flowers will be installed three (3) times per year corresponding to each seasonal variety and District shall maintain the right to request an additional rotation at its discretion. Specified varieties, size, spacing, and frequency will be recommended per climate and location of plantings. A 90-day warranty on plant life is applied excluding vandalism, acts of God, or irrigation related issues not due to contractor negligence or response time.

****NOTE: COST SEPARATE FROM MONTHLY LANDSCAPE MAINTENANCE COST:** *A per rotation cost shall be shown separately from the overall proposal for Landscape and Irrigation Maintenance services.*

IX. DEBRIS CLEANUP

All landscape areas shall be inspected on days of service and excess debris and litter removed. Dead and fallen tree limbs and palm fronds should be removed from the turf and beds during each visit. Gardening debris, generated from the Contractor's work, shall be removed from all surface areas on days of service. This excludes heavy leaf fall pickup from parking areas, sidewalks,

pools, etc.

X. IRRIGATION SYSTEM

The Contractor shall visually inspect the entire irrigation system once a month for a total of 12 inspections annually to ensure optimal performance. Including, but not limited to lift station and pump maintenance.

Contractor shall notify the Facility Manager in writing of all irrigation system failures immediately and no longer than one day of observing such failure. Contractor shall be responsible for all damage to the District's landscape improvements caused by an irrigation system failure if Contractor does not timely notify the Facility Manager of such failure. Contractor shall not be responsible for such damage if it timely notifies the Facility Manager, and the District does not repair the irrigation system damage. The Contractor will be responsible for controlling all irrigation water use in compliance with all regulatory agency guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.

a. Sprinkler Heads:

All sprinkler heads shall be checked for proper operation and coverage. Contractor shall be solely responsible for the repair and replacement of any irrigation heads or irrigation equipment damaged by landscape personnel during routine landscape maintenance.

b. Valves & Valve Boxes:

The Contractor shall inspect all valves and valve boxes for broken or stuck valves or missing valve box lids and replacing as needed.

c. Watering Schedule:

The Contractor shall adjust watering schedules to correspond with seasonal color installation, fertilization applications, and pest control operations. Water schedules will be adjusted as needed based on season and rainfall amounts.

d. Emergency Contact:

The Contractor shall provide Facility Manager with a contact person and telephone number who shall be available for on-call emergency service.

e. Irrigation Repairs:

Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water shall be turned off immediately upon notice of damage. Final repairs shall be completed within 48 hours. Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor based upon unit prices provided in the fee schedule below.

Exhibit B: Landscape Maintenance Map

THREE RIVERS CDD - COMMON AREA AND POND MAINTENANCE MAP

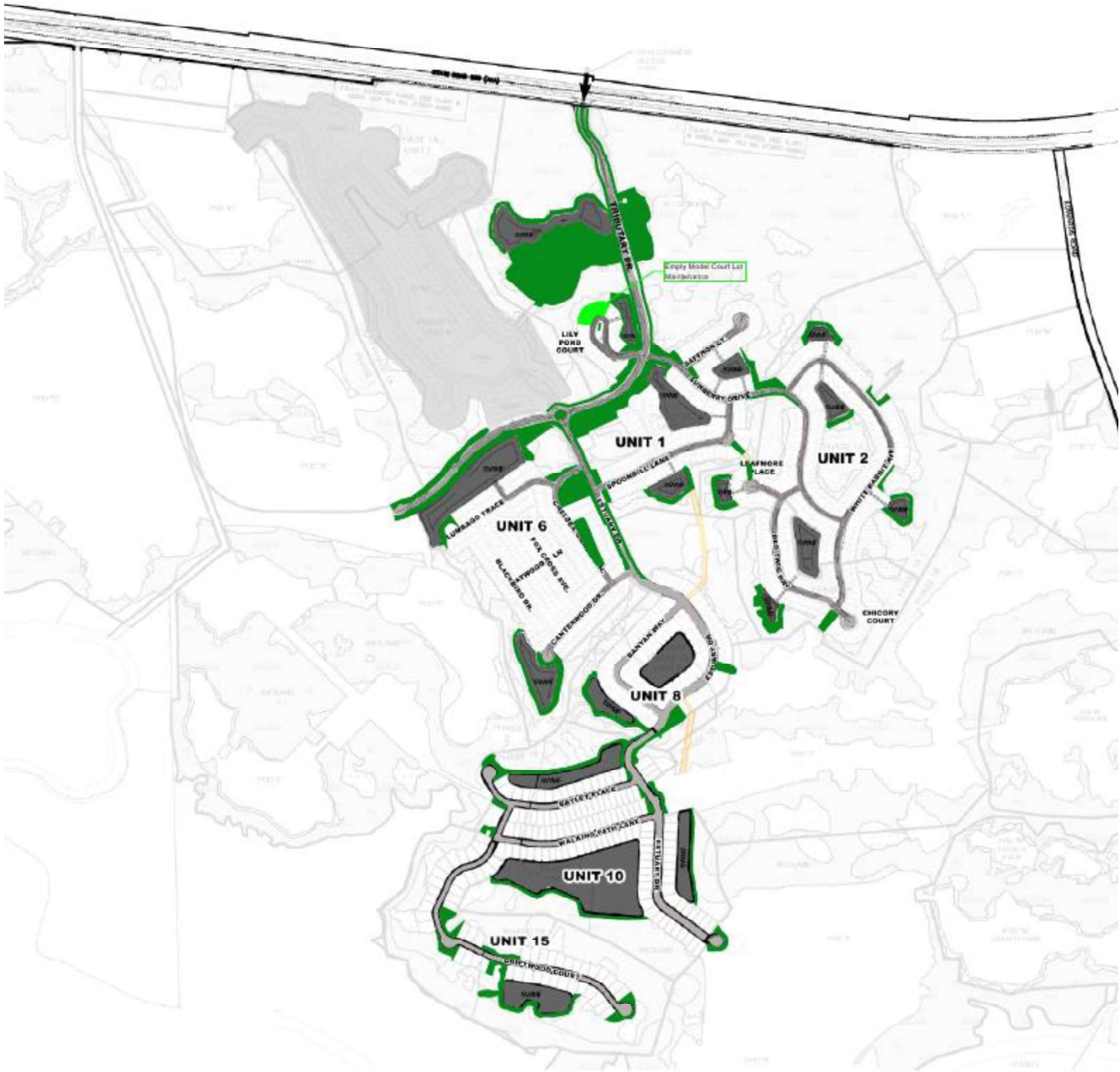


Exhibit C: Fee Summary

Contract Proposal Amount: <i>(Please provide an average of all five years of pricing)</i>	\$ <u>166,511.00</u>
Annual Total, Year 1:	\$ <u>161,604.00</u>
Annual Total, Year 2:	\$ <u>161,604.00</u>
Annual Total, Year 3:	\$ <u>166,453.00</u>
Annual Total, Year 4:	\$ <u>171,447.00</u>
Annual Total, Year 5:	\$ <u>171,447.00</u>

All District Owned Areas

1. Initial Term Landscape and Irrigation Services	\$ <u>161,604.00</u>
2. First Annual Renewal	\$ <u>161,604.00</u>
3. Second Annual Renewal	\$ <u>166,453.00</u>
4. Pine Straw Mulch (Per Full Install)	\$ <u>80,266.00</u>
5. Annual Color Flowers (Per Rotation)	\$ <u>4,900.00</u>
Average Items 1-3	\$ <u>163,220.33</u>

Management Monthly Price	\$ 13,467.00
Management Yearly Fee	\$ 161,604.00

Base Management includes:

- 52 Grounds Maintenance Visits
- Mowing, Weeding, Edging
- Blowing Debris
- Bed Weed Control
- Shrubs and Groundcover Pruning

Agronomics Management includes:

- 6x Turf Fertilization
- Turf Insect Control as needed
- Turf Weed Control as needed
- 2x Shrub and Groundcover Fertilization
- Shrub and Groundcover Insect Control as needed

Irrigation Inspection includes:

- Monthly check and adjust all zones
- Monthly cleaning irrigation heads
- Monthly Irrigation report

Palm Tree Pruning includes:

- Pruning 2x per year

Additional items not in contract:

Mulch (1x per year total)	\$ 80,266.00
Annials (per rotation)	\$ 4,900.00
Palm/Tree Fertilization	\$ 1,375.00

THREE RIVERS CDD – UNIT PRICE PROPOSAL

#	Item	Performance	Price/#	Additional Note?
	CONTRACT MAINTENANCE			
1	Monthly Common Area Maintenance	Monthly	\$13,467	
2	Total Yearly Common Area Maintenance	Yearly	\$161,604	
	LABOR			
3	# of Crew Members During Growing Season	4		
4	# of Crew Members During non-growing season	3		
5	Total # of Turf Cuts per year	84/32		Bermuda (84), St. Augustine (32)
6	# Irrigation Tech Labor Rate		\$80 / hour	
	SOD / SEED			
7	St. Augustine – Sq. Ft.		\$1.03 / sq ft	
8	Bahia – Sq. Ft.		\$0.96 / sq ft	
9	Zoysia– Sq. Ft.		\$1.15 / sq ft	
10	Winter Rye – Sq. Ft.		Varies	
11	Dead Sod Removal – Hr. Rate		\$45 / hour	
12	Sod Install – Hr. Rate		\$45 / hour	
13	Soil Test – Total Cost		Included in contract	
14	Aeration Sq. Ft.		Varies	
	MULCH / PINE STRAW			
15	Pine Straw - Bale		\$8 per bale	
16	Pine Straw – Full Install		N/A	
17	Pine Bark - CY		\$57 / cu yd	
18	Pine Bark – Full Install	1,400 cu yd	\$80,266	
19	Removal of aged mulch		\$64 / cu yd	
	ANNUALS			
20	Annual Flowers – 4x per yr.		\$19,600	
21	Annual Flowers – Per Rotation		\$4,900	
22	Annual Flowers – Per Flower		\$2.80	
	SHRUBS / PLANTS			
23	1 Gallon Shrubs		\$7.76	
24	3 Gallon Shrubs		\$15.50	
25	Knockout Roses		\$26.15	

	FERTILIZATION			
26	Turf	Per Application	\$2,706	
27	Shrubs – 2x		\$7,792	
28	Trees – 2x		\$1,500	
	ORNAMENTAL GRASS			
29	Native Grasses			
30	Cutting back – Entire Property		\$8,000	
31	Cutting back – Individual areas		Varies	
	TREES			
32	Ligustrum Tree – 7-8'		\$702	
33	Magnolia Tree – 65 gal		\$586	
34	Magnolia Tree – 100 gal		\$1,098	
35	Live Oak – 100 gal 3 1/2"-4" cal.		\$947	
36	Live Oak – 200 gal 5-6" cal.		Varies	
37	Crape Myrtle – 65 gal. multi-stem		Varies	
38	Crape Myrtle – 100 gal multi-stem		\$623.66	
39	Nelly Stevens Holly – 30 gal		\$305.50	
40	Maple Tree – 11/2"-2" 30 gal	(Red Maple)	\$240.50	
41	Elm Tree – 30 gal.		\$240.50	
42	Palm Tree -		Varies	
43	Evergreen Tree – 30 gal		Varies	
44	Cost to prune all street trees		Varies	
45	Cost to prune all palm trees		\$10,300	
	IRRIGATION			
46	RainBird Controller 2 wire		Varies	3 Different types for this manufacturer
47	RainBird valves 2" ICB		\$185	
48	6" rotor - each		\$18	
49	12" rotor - each		\$25	
50	Spray nozzle - each		\$8	
51	6" pop up PRS 30 spray - each		\$18	
52	12" pop up PRS 30 spray - each		\$22	
53	VP-10 - each		\$18	
54	VP-12 - each		\$35	
55	2 wire for system per LF		\$0.49	
56	ICB decoder – each station		\$137.14	
57	Wire Splice 3M DBY		\$1.87	
58	6" PR – Sch. 160 – per LF		\$6.84	
59	4" PR – Sch. 160 – per LF		\$3.11	

60	3" PR – Sch. 160 – per LF		\$1.87	
61	2" PR – Sch. 160 – per LF		\$0.74	
62	1-1/2" PR – Sch. 160 – per LF		\$0.53	
63	1-1/4" PR – Sch. 160 – Per LF		\$0.44	
64	1" CL – 200, per LF		\$0.27	
65	¾" CL – 220, per LF		\$0.21	
66	Rainbird ET Drip hose		\$0.25	
67	½" Flex PVC, per LF		\$0.61	
68	4" Slip-Fix Repair Coupling - EA		\$58.29	
69	3" Slip-Fix Repair Coupling - EA		\$33.33	
70	2-1/2" Slip-Fix Repair Coupling - EA		\$26.66	
71	2" Slip-Fix Repair Coupling - EA		\$17.17	
72	1-1/2" Slip-Fix Repair Coupling - EA		\$11.23	
73	1-1/4" Slip-Fix Repair Coupling - EA		\$10.24	
74	1" Slip-Fix Repair Coupling - EA		\$5.45	
75	Watering of parks and lift stations 2+2		Varies	
	PEST CONTROL			
76	Turf, Insect and Herbicide Treatment		\$2,706	
77	Fire Ant Control – Full Treatment		Varies	
78	Fire Ant Control – Spot Treatment		Varies	

Exhibit D: Form of Work Authorization

**WORK AUTHORIZATION NUMBER _____
FOR ADDITIONAL SERVICES**

THIS WORK AUTHORIZATION (“Work Authorization”), dated _____, 202__, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective February 1, 2025 (“**Agreement**”), by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Nassau County, Florida (the “**District**”), and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, with an address of 11530 Davis Creek Court, Jacksonville, Florida 32256 (“**Contractor**”).

SECTION 1. SCOPE OF SERVICES. in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional _____ services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Additional Services**”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

SECTION 2. COMPENSATION. As compensation for the Additional Services, the District agrees to pay Contractor _____ Dollars (\$_____). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

SECTION 3. ACCEPTANCE. Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remains in full force and effect.

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

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Secretary
☐ Assistant Secretary

By: _____
☐ Chairperson
☐ Vice Chairperson

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: _____
Its: _____

Exhibit A: Proposal for Additional Services

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

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**CERTIFICATE REGARDING COMPLETION OF CONSTRUCTION THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019A-1 A-2 PROJECT**

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

Re: Certification of Completion of Series 2019A-1 A-2 Project ("**Certificate**")
Three Rivers Community Development District

This certificate is furnished in accordance with the Master Trust Indenture dated December 1, 2018 ("**Indenture**") between the Three Rivers Community Development District ("**District**") and U.S. Bank ("**Trustee**") and is intended to evidence the completion of the Series 2019A-1 A-2 Project undertaken by the District. All capitalized terms used herein shall have the meaning ascribed to them in the Indenture, as amended and supplemented. To the best of my knowledge and belief, the following statements are true:

- I. The Series 2019A-1 A-2 Project has been completed in substantial compliance with the plans and specifications. All labor, services, materials, and supplies used in the Series 2019A-1 A-2 Project have been paid for and acknowledgment of such payments has been obtained from all contractors and suppliers.
- II. All other facilities necessary in connection with the Series 2019A-1 A-2 Project have been constructed, acquired, and installed in accordance with the specifications therefore and all costs and expenses incurred in connection therewith ("**Cost**") have been paid or adequate provision has been made for such payment by the District.
- III. All plans, permits and specifications necessary for the operation and maintenance of the improvements made pursuant to the Series 2019A-1 A-2 Project are complete, in good standing, and on file with the District Engineer or have been transferred to the appropriate governmental entity having charge of such operation and maintenance.
- IV. There are no funds remaining in the Series 2019A-1 A-2 Acquisition and Construction Account.

This Certificate is given without prejudice to any rights against third parties which exist as of the date of this Certificate, or which may subsequently come into being.

Dated : 2-6-2024

STATE OF FLORIDA
COUNTY OF Duval

DOMINION ENGINEERING GROUP, INC.


William E. Schaefer II, PE, District Engineer

The Forgoing Instrument was acknowledged before me by means of physical presence, this 6th day of February, 2023 by William E. Schaefer, PE District Engineer for the Three Rivers Community Development District.


(Official Notary Signature)

[Notary Seal]



THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
RELATING TO THE AMENDMENT OF THE BUDGET FOR THE
FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING
SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE
DATE**

WHEREAS, on July 20, 2023, the Board of Supervisors ("Board") of the Three Rivers Community Development District ("District"), adopted a Budget for Fiscal Year 2023/2024; and

WHEREAS, the Board desires to amend the previously adopted budget for Fiscal Year 2023/2024.

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

Section 1. The Fiscal Year 2023/2024 Budget is hereby amended in accordance with Exhibit "A" attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and be reflected in the monthly and Fiscal Year End September 30, 2024 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED this 16th day of January, 2025.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024**

	FY 2024 Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease	FY 2024 Amended Budget
REVENUES					
Assessment levy: on-roll - gross	\$ 671,193	671,193			\$ 671,193
Allowable discounts (4%)	(26,848)	-26,848			(26,848)
Assessment levy: on-roll - net	644,322	\$ 644,345	\$ 23	\$ (23)	644,322
Assessment levy: off-roll	149,443	206,878	57,435	(57,435)	149,443
Developer contribution	362,734	251,433	(111,301)	316,227	567,660
Lot closing	64,006	-	(64,006)	64,006	64,006
Interest & miscellaneous	6,095	-	(6,095)	6,095	6,095
Total revenues	1,226,600	1,102,656	(123,944)	328,870	1,431,526
EXPENDITURES					
Professional & administrative					
Supervisor fees	8,000	9,000	1,000	(1,000)	8,000
FICA	612	918	306	(306)	612
Engineering	34,314	8,500	(25,814)	25,814	34,314
Attorney	20,421	25,000	4,579	(4,579)	20,421
Arbitrage	500	500	-	-	500
DSF accounting: series 2019	7,500	7,500	-	-	7,500
DSF accounting: series 2021	7,500	7,500	-	-	7,500
DSF accounting: series 2021	7,500	7,500	-	-	7,500
DSF accounting: series 2023	7,500	7,500	-	-	7,500
Dissemination agent: series 2019	1,000	1,000	-	-	1,000
Dissemination agent: series 2021-B1	1,000	1,000	-	-	1,000
Dissemination agent: series 2021-B2	1,000	1,000	-	-	1,000
Dissemination agent: series 2022	-	1,000	1,000	(1,000)	-
Dissemination agent: series 2023	1,000	1,000	-	-	1,000
Trustee: series 2019	4,256	4,300	44	(44)	4,256
Trustee: series 2021-B1	4,031	4,000	(31)	31	4,031
Trustee: series 2021-B2	-	4,000	4,000	(4,000)	-
Trustee: series 2022	-	4,000	4,000	(4,000)	-
Trustee: series 2023	3,975	4,000	25	(25)	3,975
Audit	9,500	7,500	(2,000)	2,000	9,500
Management	45,000	45,000	-	-	45,000
O&M accounting	7,500	7,500	-	-	7,500
Website	705	705	-	-	705
ADA compliance	-	210	210	(210)	-
Telephone	500	500	-	-	500
Postage	943	500	(443)	443	943
Insurance: GL and D&O	6,197	6,000	(197)	197	6,197
Printing & binding	500	500	-	-	500
Legal advertising	16,312	1,500	(14,812)	14,812	16,312
Other current charges	1,832	500	(1,332)	1,332	1,832

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024**

	FY 2024 Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease	FY 2024 Amended Budget
Professional & administrative					
Dues, licenses & subscriptions	175	175	-	-	175
Tax collector	23,692	13,424	(10,268)	10,268	23,692
Total professional & administrative	222,965	183,232	(39,733)	39,733	222,965
Operations & maintenance					
Landscape maintenance	203,900	250,000	46,100	(46,100)	203,900
Landscape contingency	78,981	25,000	(53,981)	153,981	178,981
Lifestyle director	100,812	70,000	(30,812)	30,812	100,812
Electric	61,595	5,000	(56,595)	56,595	61,595
Reclaimed water	48,277	40,000	(8,277)	8,277	48,277
Lake/stormwater maintenance	17,760	17,000	(760)	760	17,760
Irrigation repairs	9,308	11,000	1,692	(1,692)	9,308
Waste pickup	-	1,440	1,440	(1,440)	-
Total operations & maintenance	520,633	419,440	(101,193)	201,193	620,633
Amenity center					
Utilities					
Telephone & cable	5,659	9,566	3,907	(3,907)	5,659
Electric	21,909	55,000	33,091	(33,091)	21,909
Potable water	-	3,000	3,000	(3,000)	-
Reclaim water	-	15,666	15,666	(15,666)	-
Gas	846	1,750	904	(904)	846
Trash removal	2,431	2,916	485	(485)	2,431
Security					
Alarm monitoring	-	400	400	(400)	-
Monitoring	1,450	14,466	13,016	(13,016)	1,450
Access cards	2,880	1,166	(1,714)	1,714	2,880
Management contracts					
Landscape mainenance	73,703	55,000	(18,703)	18,703	73,703
Landscape contingency	-	5,500	5,500	(5,500)	-
Pool attendants	96	-	(96)	96	96
Pool service	28,500	28,200	(300)	300	28,500
Pool repairs	2,573	5,834	3,261	(3,261)	2,573
Pool chemicals	-	14,000	14,000	(14,000)	-
Janitorial services	38,320	30,240	(8,080)	8,080	38,320
Janatorial supplies	10,234	12,000	1,766	(1,766)	10,234
Fitness equipment lease	34,428	38,300	3,872	(3,872)	34,428
Techonolgy help desk	8,644	4,100	(4,544)	4,544	8,644
HVAC maintenance	7,215	2,000	(5,215)	5,215	7,215
Pest control	1,680	2,520	840	(840)	1,680

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
AMENDED BUDGET
FISCAL YEAR 2024
EFFECTIVE NOVEMBER 30, 2024**

	FY 2024 Actual	Adopted Budget	Budget to Actual Variance	Proposed Amendment Increase/ (Decrease	FY 2024 Amended Budget
Pool permits	265	1,166	901	(901)	265
Repairs & maintenance	68,315	20,000	(48,315)	48,315	68,315
New capital projects	29,878	10,000	(19,878)	19,878	29,878
Special events	85,495	80,000	(5,495)	5,495	85,495
Holiday decorations	10,190	12,666	2,476	(2,476)	10,190
Fitness center repairs/supplies	375	3,500	3,125	(3,125)	375
Office supplies	18,049	3,600	(14,449)	14,449	18,049
Operating supplies	197	10,850	10,653	(10,653)	197
ASCAP/BMI licences	-	1,984	1,984	(1,984)	-
Insurance: property	59,821	40,000	(19,821)	19,821	59,821
Temporary staff	7,270	-	(7,270)	7,270	7,270
Mitigation monitoring and project coordination	3,718	-	(3,718)	3,718	3,718
Total amenity center	<u>524,141</u>	<u>485,390</u>	<u>(38,751)</u>	<u>38,751</u>	<u>524,141</u>
Total expenditures	<u>1,267,739</u>	<u>1,088,062</u>	<u>(179,677)</u>	<u>279,677</u>	<u>1,367,739</u>
Net increase/(decrease) of fund balance	(41,139)	14,594	55,733	49,193	63,787
Fund balance - beginning (unaudited)	<u>(49,193)</u>	<u>(80,295)</u>	<u>(65,701)</u>	<u>(80,295)</u>	<u>(49,193)</u>
Committed					
Future maintenance	14,594	14,594	-	-	14,594
Working capital	-	-	-	-	-
Unassigned	<u>(104,926)</u>	<u>(80,295)</u>	<u>(9,968)</u>	<u>(31,102)</u>	<u>-</u>
Fund balance - ending (projected)	<u>\$ (90,332)</u>	<u>\$ (65,701)</u>	<u>\$ (9,968)</u>	<u>\$ (31,102)</u>	<u>\$ 14,594</u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2024**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 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	\$ 171,772	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,772
Investments											
Revenue	-	379,897	-	3,918	2,522	33,800	-	-	-	-	420,137
Reserve	-	888,419	-	14,850	285,594	1,047,541	-	-	-	-	2,236,404
Prepayment	-	1,871	3,404	196,226	-	45,127	-	-	-	-	246,628
Construction	-	-	-	-	-	-	-	17,932	300,775	5,343	324,050
Construction - master	-	-	-	-	-	-	21	-	-	-	21
Construction - neighborhood	-	-	-	-	-	-	5	-	-	-	5
Cost of issuance	-	-	-	-	-	21,300	-	-	-	-	21,300
Capitalized interest	-	-	-	-	-	3,191	-	-	-	-	3,191
Interest	-	-	-	3,586	-	19,320	-	-	-	-	22,906
General redemption	-	-	-	-	507	-	-	-	-	-	507
Undeposited funds	-	-	-	-	-	-	-	-	12,255	-	12,255
Due from developer	99,566	-	-	-	-	-	-	-	180,938	55,169	335,673
Due from Three Rivers Developers	-	12,145	-	-	46,796	79,124	-	-	-	-	138,065
Due from other	3,422	-	-	-	-	-	-	6	450	-	3,878
Due from general fund	-	94,481	-	-	-	19,124	-	-	-	-	113,605
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	-	-	5,509
Due from capital projects fund 2021B	-	-	-	-	-	-	-	-	6,870	-	6,870
Utility deposit	33,976	-	-	-	-	-	-	-	-	-	33,976
Prepaid expense	6,902	-	-	-	-	-	-	-	-	-	6,902
Total assets	<u>\$ 315,638</u>	<u>\$ 1,376,813</u>	<u>\$ 8,913</u>	<u>\$ 218,580</u>	<u>\$ 335,419</u>	<u>\$ 1,268,527</u>	<u>\$ 26</u>	<u>\$ 17,938</u>	<u>\$ 501,288</u>	<u>\$ 60,512</u>	<u>\$ 4,103,654</u>
LIABILITIES											
Liabilities:											
Accounts payable	\$ 62,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,105
Amenity deposits	250	-	-	-	-	-	-	-	-	-	250
Due to Developer	246	-	-	-	-	-	-	-	-	-	246
Credit Card	2,876	-	-	-	-	-	-	-	-	-	2,876
Due to other	6,891	-	-	-	-	-	-	-	-	-	6,891
Due to debt service fund 2019A-1	94,481	-	-	-	-	-	-	-	-	-	94,481
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	-	-	5,509
Due to debt service fund 2023	19,124	-	-	-	-	-	-	-	-	-	19,124
Due to capital projects fund 2021BSAA	-	-	-	-	-	-	-	6,870	-	-	6,870
Contracts payable	-	-	-	-	-	-	-	10,084	-	55,169	65,253
Retainage payable	-	-	-	-	-	-	-	3,555	170,536	481,857	655,948
Developer advance	20,000	-	-	-	-	-	-	-	-	-	20,000
Total liabilities	<u>205,973</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,509</u>	<u>170,536</u>	<u>537,026</u>	<u>939,553</u>
DEFERRED INFLOWS OF RESOURCES											
Unearned revenue	58,291	-	-	-	-	-	-	-	-	-	58,291
Deferred receipts	92,994	12,145	-	-	46,796	79,124	-	-	-	55,169	286,228
Total deferred inflows of resources	<u>151,285</u>	<u>12,145</u>	<u>-</u>	<u>-</u>	<u>46,796</u>	<u>79,124</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>55,169</u>	<u>344,519</u>
FUND BALANCES											
Restricted for											
Debt service	-	1,359,159	8,913	218,580	288,623	1,189,403	-	-	-	-	3,064,678
Capital projects	-	-	-	-	-	-	26	(2,571)	330,752	(531,683)	(203,476)
Unassigned	(41,620)	-	-	-	-	-	-	-	-	-	(41,620)
Total fund balances	<u>(41,620)</u>	<u>1,359,159</u>	<u>8,913</u>	<u>218,580</u>	<u>288,623</u>	<u>1,189,403</u>	<u>26</u>	<u>(2,571)</u>	<u>330,752</u>	<u>(531,683)</u>	<u>2,819,582</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 315,638</u>	<u>\$ 1,376,813</u>	<u>\$ 8,913</u>	<u>\$ 218,580</u>	<u>\$ 335,419</u>	<u>\$ 1,268,527</u>	<u>\$ 26</u>	<u>\$ 17,938</u>	<u>\$ 501,288</u>	<u>\$ 60,512</u>	<u>\$ 4,103,654</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 92,232	\$ 93,123	\$ 855,626	11%
Assessment levy: off-roll	-	-	201,163	0%
Developer contribution	115,120	115,120	199,980	58%
Total revenues	<u>207,352</u>	<u>208,243</u>	<u>1,256,769</u>	17%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	-	9,000	0%
FICA	-	-	918	0%
Engineering	6,967	6,967	10,000	70%
Attorney	-	-	25,000	0%
Arbitrage	-	-	500	0%
DSF accounting: series 2019	625	1,250	7,500	17%
DSF accounting: series 2021	1,250	2,500	7,500	33%
DSF accounting: series 2022	-	-	7,500	0%
DSF accounting: series 2023	625	1,250	7,500	17%
Dissemination agent: series 2019	83	167	1,000	17%
Dissemination agent: series 2021-B1	83	167	1,000	17%
Dissemination agent: series 2021-B2	83	167	1,000	17%
Dissemination agent: series 2022	-	-	1,000	0%
Dissemination agent: series 2023	83	167	1,000	17%
Trustee: series 2019	4,256	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	7,500	45,000	17%
O&M accounting	625	1,250	7,500	17%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	83	500	17%
Postage	37	37	750	5%
Insurance	-	6,631	6,000	111%
Printing & binding	42	83	500	17%
Legal advertising	246	529	20,000	3%
Other current charges	22	5,244	500	1049%
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	15,956	15,973	17,826	90%
Total professional & administrative	<u>34,775</u>	<u>54,396</u>	<u>207,884</u>	26%

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Landscape maintenance	15,985	15,985	300,000	5%
Landscape contingency	-	-	20,000	0%
Lifestyle director	10,953	10,953	85,000	13%
Electric	5,417	5,857	60,000	10%
Reclaimed water	18,869	18,869	35,000	54%
Lake/stormwater maintenance	5,350	5,350	25,000	21%
Irrigation repairs	-	3,203	10,000	32%
Total operations & maintenance	<u>56,574</u>	<u>60,217</u>	<u>535,000</u>	11%
Amenity center				
Utilities				
Telephone & cable	271	786	6,000	13%
Electric	1,186	2,274	25,000	9%
Water irrigation	-	-	5,000	0%
Gas	-	78	1,500	5%
Trash removal	-	200	3,000	7%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	-	-	3,000	0%
Access cards	-	-	2,000	0%
Management contracts				
Landscape maintenance	2,848	2,848	55,000	5%
Landscape contingency	-	-	5,500	0%
Pool maintenance	2,500	5,350	28,200	19%
Pool repairs	236	2,395	4,000	60%
Pool chemicals	-	-	10,000	0%
Janitorial services	1,520	3,040	30,000	10%
Janitorial supplies	395	395	10,000	4%
Fitness equipment lease	-	3,130	38,300	8%
Technology help desk	381	381	3,000	13%
HVAC maintenance	-	-	2,000	0%
Pest control	140	140	2,750	5%
Pool permits	-	-	1,000	0%
Repairs & maintenance	2,996	3,738	20,000	19%
New capital projects	-	-	10,000	0%
Special events	6,014	11,401	82,500	14%
Holiday decorations	-	-	12,666	0%
Fitness center repairs/supplies	-	-	3,500	0%
Office supplies	-	229	3,600	6%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	63,728	74,414	86%
Fitness maintenance	-	-	1,500	0%
Temporary Staff	-	-	23,374	0%
Nassau County off-duty patrol	-	-	15,000	0%
Meeting room	-	-	7,200	0%
Life safety	290	290	3,500	8%
Total amenity center	<u>18,777</u>	<u>100,403</u>	<u>494,888</u>	20%
Total expenditures	<u>110,126</u>	<u>215,016</u>	<u>1,237,772</u>	17%
Excess/(deficiency) of revenues over/(under) expenditures	97,226	(6,773)	18,997	
Fund balances - beginning	(138,846)	(34,847)	18,437	
Fund balances - ending	<u>\$ (41,620)</u>	<u>\$ (41,620)</u>	<u>\$ 37,434</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 NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 92,356	\$ 93,249	\$ 856,782	11%
Interest	6,057	12,235	5,000	245%
Total revenues	<u>98,413</u>	<u>105,484</u>	<u>861,782</u>	12%
EXPENDITURES				
Debt service				
Principal	25,000	25,000	275,000	9%
Interest 11/1	302,422	302,422	302,422	100%
Interest 5/1	-	-	302,422	0%
Total debt service	<u>327,422</u>	<u>327,422</u>	<u>879,844</u>	37%
Other fees & charges				
Tax collector	1,848	1,865	17,850	10%
Total other fees and charges	<u>1,848</u>	<u>1,865</u>	<u>17,850</u>	10%
Total expenditures	<u>329,270</u>	<u>329,287</u>	<u>897,694</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	(230,857)	(223,803)	(35,912)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	<u>(1,103)</u>	<u>(1,103)</u>	-	N/A
Total other financing sources	<u>(1,103)</u>	<u>(1,103)</u>	-	N/A
Net change in fund balances	<u>(231,960)</u>	<u>(224,906)</u>	<u>(35,912)</u>	
Fund balances - beginning	1,591,119	1,584,065	1,545,715	
Fund balances - ending	<u>\$ 1,359,159</u>	<u>\$ 1,359,159</u>	<u>\$ 1,509,803</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 NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,088	0%
Interest	13	26	-	N/A
Total revenues	13	26	3,088	1%
EXPENDITURES				
Debt service				
Interest 11/1	1,544	1,544	1,544	100%
Interest 5/1	-	-	1,544	0%
Total debt service	1,544	1,544	3,088	50%
Excess/(deficiency) of revenues over/(under) expenditures	(1,531)	(1,518)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	1,103	1,103	-	N/A
Total other financing sources	1,103	1,103	-	N/A
Net change in fund balances	(428)	(415)	-	
Fund balances - beginning	9,341	9,328	7,581	
Fund balances - ending	<u>\$ 8,913</u>	<u>\$ 8,913</u>	<u>\$ 7,581</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 828	\$ 1,674	-	N/A
Total revenues	828	1,674	-	N/A
EXPENDITURES	-	-	-	
Total debt service	-	-	-	N/A
Excess/(deficiency) of revenues over/(under) expenditures	828	1,674	-	
Fund balances - beginning	217,752	216,906	211,621	
Fund balances - ending	<u>\$ 218,580</u>	<u>\$ 218,580</u>	<u>\$ 211,621</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 NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 285,594	0%
Interest	1,374	2,527	-	N/A
Total revenues	<u>1,374</u>	<u>2,527</u>	<u>285,594</u>	1%
EXPENDITURES				
Debt service				
Interest	<u>142,797</u>	<u>142,797</u>	<u>285,594</u>	50%
Total debt service	<u>142,797</u>	<u>142,797</u>	<u>285,594</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	(141,423)	(140,270)	-	
Fund balances - beginning	430,046	428,893	526,361	
Fund balances - ending	<u>\$ 288,623</u>	<u>\$ 288,623</u>	<u>\$ 526,361</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 NOVEMBER 30, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 19,514	\$ 19,703	\$ 181,033	11%
Assessment prepayments	-	22,148	748,852	3%
Interest	17,179	33,609	-	N/A
Total revenues	<u>36,693</u>	<u>75,460</u>	<u>929,885</u>	8%
EXPENDITURES				
Debt service				
Interest	360,235	360,235	721,198	50%
Principal	-	-	195,000	0%
Principal prepayment	3,025,000	3,025,000	-	N/A
Total debt service	<u>3,385,235</u>	<u>3,385,235</u>	<u>916,198</u>	369%
Other fees & charges				
Tax collector	391	394	3,772	N/A
Total other fees and charges	<u>391</u>	<u>394</u>	<u>3,772</u>	N/A
Total expenditures	<u>3,385,626</u>	<u>3,385,629</u>	<u>919,970</u>	368%
Excess/(deficiency) of revenues over/(under) expenditures	(3,348,933)	(3,310,169)	9,915	
Fund balances - beginning	<u>4,538,336</u>	<u>4,499,572</u>	<u>1,565,353</u>	
Fund balances - ending	<u>\$ 1,189,403</u>	<u>\$ 1,189,403</u>	<u>\$ 1,575,268</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 NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 4,413
Interest	8	16
Total revenues	<u>8</u>	<u>4,429</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	8	4,429
Fund balances - beginning	18	(4,403)
Fund balances - ending	<u>\$ 26</u>	<u>\$ 26</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 NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 75	\$ 115
Total revenues	<u>75</u>	<u>115</u>
EXPENDITURES		
Capital outlay	<u>1,992</u>	<u>1,992</u>
Total expenditures	<u>1,992</u>	<u>1,992</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,917)	(1,877)
Fund balances - beginning	(654)	(694)
Fund balances - ending	<u><u>\$ (2,571)</u></u>	<u><u>\$ (2,571)</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 NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 955	\$ 1,466
Total revenues	<u>955</u>	<u>1,466</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	955	1,466
Fund balances - beginning	329,797	329,286
Fund balances - ending	<u><u>\$ 330,752</u></u>	<u><u>\$ 330,752</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 NOVEMBER 30, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 54,606
Interest	51	437
Total revenues	<u>51</u>	<u>55,043</u>
EXPENDITURES		
Capital outlay	<u>37,761</u>	<u>37,761</u>
Total expenditures	<u>37,761</u>	<u>37,761</u>
Excess/(deficiency) of revenues over/(under) expenditures	(37,710)	17,282
Fund balances - beginning	(493,973)	(548,965)
Fund balances - ending	<u><u>\$ (531,683)</u></u>	<u><u>\$ (531,683)</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 Special Meeting on December 10, 2024 at 1:00 p.m., at The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

Present were:

Gregg Kern	Chair
Mike Taylor	Vice Chair
Brad Odom	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Wes Haber	District Counsel
Scott Wild (via telephone)	District Engineer
Nick McKenna	Dominion Engineering Group
Megan Moldonado	Castle Group
Joshua Parker	Castle Group
Shanin Baldwin	Lifestyle Director
Rodney Hicks	BrightView
Ray Burns	Ruppert Companies
Lydia Smith	Coastal Greenery
Johnnie Perry	Resident
Tracy Evans	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 1:04 p.m.

Supervisors Kern, Taylor and Odom were present. Supervisors Bock and Cornelison were absent.

SECOND ORDER OF BUSINESS

Public Comments

41 Mr. Torres explained the protocol for public comments.

42 No members of the public spoke.

43

44 **THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly
Elected Supervisors (Brad Odom - Seat 1,
Joe Cornelison - Seat 2, Rose Bock - Seat 4)
(the following to be provided in a separate
package)**

49

50 Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath of
51 Office to Mr. Brad Odom. As an experienced Board Member, Mr. Odom is familiar with the
52 following:

53 **A. Required Ethics Training and Disclosure Filing**

- 54 • **Sample Form I 2023/Instructions**

55 **B. Membership, Obligations and Responsibilities**

56 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

57 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public
58 Officers**

59 Mr. Torres stated Supervisors Bock and Cornelison will be sworn in at or before the next
60 meeting.

61

62 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-01,
Canvassing and Certifying the Results of the
Landowners' Election of Supervisors Held
Pursuant to Section 190.006(2), Florida
Statutes; and Providing for an Effective
Date**

68

69 Mr. Torres presented Resolution 2025-01, and recapped the following Landowners'
70 Election results:

71	Seat 1	Brad Odom	900 Votes	4-year Term
72	Seat 2	Joe Cornelison	900 Votes	4-year Term
73	Seat 4	Rose Bock	850 Votes	2-year Term

74

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date

Mr. Torres presented Resolution 2025-02. Mr. Taylor nominated the following:

Gregg Kern	Chair
Mike Taylor	Vice Chair
Brad Odom	Assistant Secretary
Rose Bock	Assistant Secretary
Joe Cornelison	Assistant Secretary

The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell	Secretary
Ernesto Torres	Assistant Secretary
Craig Wrathell	Treasurer
Jeff Pinder	Assistant Secretary

On MOTION by Mr. Taylor and seconded by Mr. Kern, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Consent Agenda****A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023**

I.	Number 70: Dock Medics of Florida	[\$35,235.00]
II.	Number 71: England-Thims & Miller, Inc.	[\$11,904.50]
III.	Number 72: Ring Power Corporation	[\$7,778.75]
IV.	Number 73: Vallencourt Construction Co., Inc.	[\$11,270.72]
V.	Number 74: Vallencourt Construction Co., Inc.	[\$39,948.07]

- 110 VI. Number 75: Kutak Rock LLP [\$2,280.00]
- 111 VII. Number 76: England-Thims & Miller, Inc. [\$19,766.75]
- 112 VIII. Number 77: England-Thims & Miller, Inc. [\$17,408.25]
- 113 IX. Number 78: England-Thims & Miller, Inc. [\$37,760.58]
- 114 B. Ratification Item(s)
- 115 I. Sitex Aquatics, LLC Second Amendment to Agreement for Lake Management
- 116 Services
- 117 II. ECS Florida, LLC Proposal for Subsurface Exploration and Geotechnical
- 118 Engineering Services [Tributary Amenity - Pump House]
- 119 III. Agreement Between the Three Rivers Community Development District and
- 120 Vallencourt Construction Company, Inc., for Post Completion Final Asphalt Lift
- 121 [Tributary Unit 5]
- 122 IV. Agreement Between the Three Rivers Community Development District and
- 123 Vallencourt Construction Company, Inc., for Post Completion Final Asphalt Lift
- 124 & Curb Repairs [Tributary Unit 6]
- 125 V. Vallencourt Construction Co., Inc - Perform and Payment Bond [Public Work]
- 126

127 On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the

128 Consent Agenda Items, as listed and presented, were approved and/or ratified.

129

130

131 SEVENTH ORDER OF BUSINESS

Review of Proposals for Landscape &
Irrigation Maintenance Services

132

133

134 A. Respondents

135 B. Ranking/Evaluation

136 Mr. Torres distributed the Evaluation Criteria and stated that a certain formula must be

137 used/applied for the price ranking. Mr. Haber commented that, on the pricing sheet, the

138 reasonableness section does not need to be run through the formula and there is a great deal of

139 flexibility as to how to arrive at the final numbers, with the understanding that two out of three

140 Board Members need to agree on the final scores.

Mr. Kern thanked the proposers for attending today's meeting and asked if anyone wished to introduce themselves and the company they represent.

Ms. Lydia Smith, of Coastal Greenery, introduced herself and her colleagues, thanked the Board for the opportunity to provide an accurate proposal and stated Coastal Greenery measured the full property. Coastal Greenery is very responsive and capable of handling any project that comes its way.

Mr. Rodney Hicks, of BrightView, stated BrightView completed a full production review of the property and included it in the packet, which is how the pricing was configured. BrightView is prepared to take over from day one.

Mr. Kern stated the process is to ultimately adopt a scoring, outline the ranking and then look to enter into a contract with the #1 ranked firm.

Mr. Haber stated, unlike the Request for Qualifications (RFQ) process, the formal agreement is included in the Request for Proposals (RFP). The respondents have provided their prices and there is no negotiation; it just involves a notice of award and signing the Agreement.

The Board and Staff considered the proposals and completed the Evaluation Criteria Ranking sheet.

Mr. Kern announced the scores and ranking, as follows:

#1	BrightView	89 points
#2	United	86 points
#3	The Greenery	85 points
#4	Yellowstone	84 points
#5	Ruppert (Tree Amigos)	82 points
#6	Arazoza	80 points
#7	Coastal Greenery	65 points

C. Authorization to Negotiate and Finalize Contract(s)

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, adopting the scoring and ranking of Brightview as the #1 ranked respondent, United as the #2 ranked respondent, The Greenery as the #3 ranked respondent,

Yellowstone as the #4 ranked respondent, Ruppert as the #5 ranked respondent, Arazoza as the #6 ranked respondent and Coastal Greenery as the #7 ranked respondent to the RFP for Landscape & Irrigation Maintenance Services; awarding the Landscape & Irrigation Maintenance Services Contract to BrightView, the #1 ranked respondent; and authorizing Staff to send a notice of award to BrightView and finalize the Agreement, was approved.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of October 31, 2024**

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the Unaudited Financial Statements as of October 31, 2024, were accepted.

NINTH ORDER OF BUSINESS**Approval of Minutes****A. August 15, 2024 Public Hearing and Regular Meeting****B. November 5, 2024 Landowners' Meeting**

On MOTION by Mr. Taylor and seconded by Mr. Kern, with all in favor, the August 15, 2024 Public Hearing and Regular Meeting Minutes and the November 5, 2024 Landowners' Meeting Minutes, both as presented, were approved.

TENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Haber reminded the Board Members to complete the required four hour of ethics training by December 31, 2024.

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

There was no report.

C. Property Manager: Castle Group

Mr. Parker reported the following:

➤ Work is underway on two specific projects. Three quotes were obtained to replace a portion of the gym flooring in January.

➤ Several control access companies are being researched.

D. Lifestyle Director: OnPlace, LLC

Ms. Baldwin discussed past and upcoming events.

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

- **NEXT MEETING DATE: January 16, 2025 at 3:00 PM [Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126), 76346 William Burgess Boulevard, Yulee, Florida 32097]**

○ **QUORUM CHECK**

All Supervisors present confirmed their attendance at the January 16, 2025 meeting.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS

Public Comments

Resident Tracy Evans asked if there is any interest in installing Florida-friendly plants around the stormwater ponds to have a better handle on filtering contaminants. Mr. Kern stated the Board can and will consider it.

Resident Johnnie Perry asked if he will be allowed to come to the CDD gym once the gym at Lakeview is completed. He asked about the status of the gate at Lakeview. Mr. Kern stated the gate was constructed. It is owned and operated by Lakeview HOA and the CDD has no participation in it.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the meeting adjourned at 1:35 p.m.
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126) 76346 William Burgess Boulevard, Yulee, Florida 32097 ¹The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024 CANCELED	Regular Meeting	3:00 PM
November 5, 2024 ¹	Landowners' Meeting	11:00 AM
November 21, 2024 CANCELED	Regular Meeting	3:00 PM
December 6, 2024 ¹	Special Meeting: Bid Opening RFP for Landscape and Irrigation Maintenance Services	11:00 AM
December 10, 2024 ¹	Special Meeting	1:00 PM
January 16, 2025	Regular Meeting	3:00 PM
February 20, 2025	Regular Meeting	3:00 PM
April 17, 2025	Regular Meeting	3:00 PM
May 15, 2025	Regular Meeting	3:00 PM
June 12, 2025*	Regular Meeting	3:00 PM
July 17, 2025	Regular Meeting	3:00 PM
August 21, 2025	Regular Meeting	3:00 PM
September 18, 2025	Regular Meeting	3:00 PM

Exception

*June meeting date is one week earlier to accommodate the Juneteenth holiday