

THREE RIVERS

**COMMUNITY DEVELOPMENT
DISTRICT**

May 15, 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

March 8, 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 May 15, 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. Consideration of Resolution 2025-06, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2025-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Consideration of Resolution 2025-08, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Consideration of Dominion Engineering Group Change Order No 1 [Tributary 16A]
7. Discussion: Amenity Policies
 - A. Consideration of Resolution 2025-09, Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Amenity Facilities; and Providing an Effective Date
 - B. Consideration of Resolution 2025-10, Designate the Date, Time and Location of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules Relating to Parking and Parking Enforcement; and Providing an Effective Date

8. Consent Agenda

A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023

- I. Number 86: England-Thims & Miller, Inc. [\$2,722.75]
- II. Number 87: England-Thims & Miller, Inc. [\$24,205.75]
- III. Number 88: Brightview Landscape Services, Inc. [\$126,669.74]
- IV. Number 91: Brightview Landscape Services, Inc. [\$95,237.35]
- V. Number 92: Gemini Engineering & Sciences, Inc. [\$8,860.00]
- VI. Number 93: Onsite Industries, LLC [\$2,056.25]
- VII. Number 94: England-Thims & Miller, Inc. [\$23,782.76]

B. Ratification Item(s)

- I. SES Environmental Resource Solutions LLC Proposal P250420 for Tributary Unit 12 ERP Permitting
- II. England, Thims & Miller, Inc. Work Authorization No 21 [Tributary Units 9 and 21]

9. Acceptance of Unaudited Financial Statements as of March 31, 2025

10. Approval of March 4, 2025 Regular Meeting Minutes

11. 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: June 12, 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

12. Board Members' Comments/Requests
13. Public Comments
14. 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

3

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Three Rivers Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: 3:00 p.m.
LOCATION: Florida State College at Jacksonville
Nassau Center, Building T, Nassau Room (T126)
76346 William Burgess Boulevard
Yulee, Florida 32097

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Nassau County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED THIS 15TH DAY OF MAY, 2025.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
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**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Assessment levy: on-roll - gross	\$ 891,277				\$ 891,277
Allowable discounts (4%)	(35,651)				(35,651)
Assessment levy: on-roll - net	855,626	\$ 810,761	\$ 44,865	\$ 855,626	855,626
Assessment levy: off-roll	201,163	66,864	134,299	201,163	179,446
Developer contribution	199,980	214,687	55,549	270,236	407,232
Lot closing	-	10,858	10,000	20,858	-
Interest & miscellaneous	-	2,092	2,092	4,184	-
Total revenues	1,256,769	1,105,262	246,805	1,352,067	1,442,304
EXPENDITURES					
Professional & administrative					
Supervisor fees	9,000	1,800	7,200	9,000	9,000
FICA	918	138	780	918	918
Engineering	10,000	18,800	6,200	25,000	10,000
Attorney	25,000	6,476	18,524	25,000	25,000
Arbitrage	500	-	500	500	500
DSF accounting: series 2019	7,500	3,750	3,750	7,500	7,500
DSF accounting: series 2021	7,500	7,500	7,500	15,000	7,500
DSF accounting: series 2022	7,500	-	-	-	7,500
DSF accounting: series 2023	7,500	3,750	3,750	7,500	7,500
DSF accounting: series 2025	-	-	-	-	7,500
Dissemination agent: series 2019	1,000	500	500	1,000	1,000
Dissemination agent: series 2021-B1	1,000	500	500	1,000	1,000
Dissemination agent: series 2021-B2	1,000	500	500	1,000	1,000
Dissemination agent: series 2022	1,000	-	-	-	1,000
Dissemination agent: series 2023	1,000	500	500	1,000	1,000
Dissemination agent: series 2025	-	-	-	-	1,000
Trustee: series 2019	4,300	4,256	-	4,256	4,300
Trustee: series 2021-B1	4,000	-	4,000	4,000	4,000
Trustee: series 2021-B2	4,000	-	4,000	4,000	4,000
Trustee: series 2022	4,000	-	4,000	4,000	4,000
Trustee: series 2023	4,000	-	4,000	4,000	4,000
Trustee: series 2025	-	-	-	-	4,000
Audit	7,500	9,600	-	9,600	10,500
Management	45,000	22,500	22,500	45,000	45,000
O&M accounting	7,500	3,750	3,750	7,500	7,500
Website	705	-	705	705	705
ADA compliance	210	-	210	210	210
Telephone	500	250	250	500	500
Postage	750	329	421	750	750
Insurance: GL and D&O	6,000	-	6,000	6,000	7,960
Printing & binding	500	250	250	500	500
Legal advertising	20,000	1,386	18,614	20,000	20,000
Other current charges	500	635	-	635	500
Dues, licenses & subscriptions	175	175	-	175	175
Tax collector	17,826	30,329	-	30,329	17,826
Total professional & administrative	207,884	117,674	118,904	236,578	225,344

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	Proposed Budget FY 2026
Operations & maintenance					
Landscape maintenance	300,000	64,289	235,711	300,000	300,000
Landscape contingency	20,000	-	20,000	20,000	30,000
Lifestyle director	85,000	47,882	37,118	85,000	85,000
Electric	60,000	25,876	34,124	60,000	65,000
Reclaimed water	35,000	29,982	5,018	35,000	70,000
Lake/stormwater maintenance	25,000	16,050	8,950	25,000	26,000
Irrigation repairs	10,000	6,797	3,203	10,000	15,000
Total operations & maintenance	<u>535,000</u>	<u>190,876</u>	<u>344,124</u>	<u>535,000</u>	<u>591,000</u>
Amenity center					
Utilities					
Telephone & cable	6,000	3,119	2,881	6,000	6,200
Electric	25,000	8,700	16,300	25,000	18,000
Water/irrigation	5,000	-	5,000	5,000	5,000
Gas	1,500	367	1,133	1,500	1,500
Trash removal	3,000	1,245	1,755	3,000	3,200
Security					
Alarm monitoring	400	-	400	400	400
Monitoring	3,000	-	3,000	3,000	3,000
Access cards	2,000	225	1,775	2,000	2,000
Management contracts					
Facility management HOA costshare	-	-	-	-	50,000
Landscape mainenance	55,000	46,192	8,808	55,000	55,000
Landscape seasonal (annuals & pine straw)	-	6,589	-	6,589	-
Landscape contingency	5,500	-	5,500	5,500	5,500
Pool maintenance	28,200	16,212	11,988	28,200	30,000
Pool repairs	4,000	2,781	1,219	4,000	4,000
Pool chemicals	10,000	-	10,000	10,000	10,000
Janitorial services	30,000	9,605	20,395	30,000	30,000
Janatorial supplies	10,000	1,646	8,354	10,000	6,000
Fitness equipment lease	38,300	19,174	19,126	38,300	38,300
Techonolgy help desk	3,000	657	2,343	3,000	2,000
HVAC maintenance	2,000	5,698	400	6,098	6,000
Pest control	2,750	708	2,042	2,750	2,750

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	Budget FY 2026
Pool permits	1,000	-	1,000	1,000	1,000
Repairs & maintenance	20,000	13,955	6,045	20,000	28,000
New capital projects	10,000	-	10,000	10,000	10,000
Special events	82,500	33,349	49,151	82,500	82,500
Holiday decorations	12,666	9,500	3,166	12,666	12,666
Fitness center repairs/supplies	3,500	160	3,340	3,500	2,000
Office supplies	3,600	622	2,978	3,600	3,600
Operating supplies	-	394	-	394	-
Insurance: property	74,414	70,359	4,055	74,414	69,000
Fitness maintenance	1,500	32	1,468	1,500	1,500
Temporay staff	23,374	-	23,374	23,374	23,374
Nassau County off-duty patrol	15,000	-	15,000	15,000	15,000
Meeting room	7,200	5,075	-	5,075	7,200
Life safety	3,500	1,450	2,050	3,500	3,500
Total amenity center	494,888	257,814	244,046	501,860	538,190
Total expenditures	1,237,772	566,364	707,074	1,273,438	1,354,534
Net increase/(decrease) of fund balance	18,997	538,898	(460,269)	78,629	87,770
Fund balance - beginning (unaudited)	139,156	(34,847)	504,051	(34,847)	43,782
Committed					
Project repaint and improve facility	43,782	43,782	43,782	43,782	-
Unassigned	(6,348)	460,269	-	-	131,552
Fund balance - ending (projected)	<u>\$ 158,153</u>	<u>\$ 504,051</u>	<u>\$ 43,782</u>	<u>\$ 43,782</u>	<u>\$ 131,552</u>

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

Expenditures

Professional & administrative

Supervisor fees	\$ 9,000
Statutory set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
FICA	918
Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.	
Engineering	10,000
The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District has contracted with Dominion Engineering Group, Inc.	
Attorney	25,000
Kutak Rock provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Arbitrage	500
To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
DSF accounting: series 2019	7,500
DSF accounting: series 2021	7,500
DSF accounting: series 2022	7,500
DSF accounting: series 2023	7,500
DSF accounting: series 2025	7,500
Dissemination agent	
The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.	
Dissemination agent: series 2019	1,000
Dissemination agent: series 2021-B1	1,000
Dissemination agent: series 2021-B2	1,000
Dissemination agent: series 2022	1,000
Dissemination agent: series 2023	1,000
Dissemination agent: series 2025	1,000
Trustee: series 2019	4,300
Trustee: series 2021-B1	4,000
Trustee: series 2021-B2	4,000
Trustee: series 2022	4,000
Trustee: series 2023	4,000
Trustee: series 2025	4,000
Audit	10,500
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Management	45,000
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	

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

EXPENDITURES (continued)

O&M accounting	7,500
Website	705
ADA compliance	210
Telephone	500
Telephone and fax machine.	
Postage	750
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance: GL and D&O	7,960
The District's general liability, public officials liability and property insurance coverages.	
Printing & binding	500
Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.	
Legal advertising	20,000
The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.	
Other current charges	500
Bank charges and any other miscellaneous expenses incurred during the year.	
Dues, licenses & subscriptions	175
Annual fee paid to the Florida Department of Community Affairs.	
Tax Collector	17,826
Operations & maintenance	
Landscape maintenance	300,000
Estimated costs that the District will incur to maintain the landscaping within the common areas of the District after installation of landscape material has been completed.	
Landscape contingency	30,000
Lifestyle director	85,000
Estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.	
Utilities	
Estimated costs for any utilities such as electric, streetlights, water that may come online during the fiscal year.	
Electric	65,000
Reclaimed water	70,000
Lake/stormwater maintenance	26,000
Estimated costs for maintenance of all lakes and stormwater that will be maintained by the District. Sitex Aquatics contractor.	
Irrigation repairs	15,000
Estimated costs for any repairs to the irrigation system.	

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

EXPENDITURES (continued)

Amenity center

Utilities

Telephone & cable	6,200
Electric	18,000
Water/irrigation	5,000
Gas	1,500
Trash removal	3,200

Security

Alarm monitoring	400
Monitoring	3,000
Access cards	2,000

Management contracts

Facility management HOA costshare	50,000
Landscape mainenance	55,000
Landscape contingency	5,500
Pool maintenance	30,000

Crown Pools monthly service contract \$2,350 per month

Pool repairs	4,000
Pool chemicals	10,000
Janitorial services	30,000
Janatorial supplies	6,000
Fitness equipment lease	38,300
Techonolgy help desk	2,000

ARCO help desk support security system, camera, TV, sound system \$100 per hour

HVAC maintenance	6,000
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Southern Technology agreemetn \$2,000 per year. Does not include repairs.

Pest control	2,750
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Pool permits	1,000
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Repairs & maintenance	28,000
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AC repairs, handyman, electrician, Onsight Industry

New capital projects	10,000
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Special events	82,500
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Holiday decorations	12,666
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Fitness center repairs/supplies	2,000
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Office supplies	3,600
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Insurance: property	69,000
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Fitness maintenance	1,500
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Temporay staff	23,374
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Nassau County off-duty patrol	15,000
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Meeting room	7,200
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Life safety	3,500
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Cintas Fire (backflow inspection), Nassau County Fire Rescue (Annual Fire Inspection Fee),

Cintas (Zoll 3 AED)

Total expenditures	<u><u>\$ 1,354,534</u></u>
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**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019A-1
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	Budget FY 2026
REVENUES					
Assessment levy: on-roll	\$ 892,481				\$ 892,481
Allowable discounts (4%)	(35,699)				(35,699)
Net assessment levy - on-roll	856,782	\$ 811,856	\$ 44,926	\$ 856,782	856,782
Interest	5,000	35,423	-	35,423	-
Total revenues	861,782	847,279	44,926	892,205	856,782
EXPENDITURES					
Debt service					
Principal	275,000	-	275,000	275,000	285,000
Principal prepayment	-	25,000	-	25,000	-
Interest 11/1	302,422	302,422	-	302,422	296,184
Interest 5/1	302,422	-	302,422	302,422	296,184
Tax collector	17,850	16,237	1,613	17,850	17,850
Total expenditures	897,694	343,659	579,035	922,694	895,218
Excess/(deficiency) of revenues over/(under) expenditures	(35,912)	503,620	(534,109)	(30,489)	(38,436)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(1,103)	-	(1,103)	-
Total other financing sources/(uses)	-	(1,103)	-	(1,103)	-
Fund balance:					
Net increase/(decrease) in fund balance	(35,912)	502,517	(534,109)	(31,592)	(38,436)
Beginning fund balance (unaudited)	1,545,715	1,584,065	2,086,582	1,584,065	1,552,473
Ending fund balance (projected)	<u>\$ 1,509,803</u>	<u>\$2,086,582</u>	<u>\$1,552,473</u>	<u>\$1,552,473</u>	<u>1,514,037</u>
Use of fund balance:					
Debt service reserve account balance (required)					(888,419)
Interest expense - November 1, 2026					(290,306)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 335,312</u>

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

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25	-			296,184.38	296,184.38	12,850,000.00
05/01/26	285,000.00		4.125%	296,184.38	581,184.38	12,565,000.00
11/01/26	-			290,306.25	290,306.25	12,565,000.00
05/01/27	295,000.00		4.125%	290,306.25	585,306.25	12,270,000.00
11/01/27	-			284,221.88	284,221.88	12,270,000.00
05/01/28	310,000.00		4.125%	284,221.88	594,221.88	11,960,000.00
11/01/28	-			277,828.13	277,828.13	11,960,000.00
05/01/29	325,000.00		4.125%	277,828.13	602,828.13	11,635,000.00
11/01/29	-			271,125.00	271,125.00	11,635,000.00
05/01/30	335,000.00		4.500%	271,125.00	606,125.00	11,300,000.00
11/01/30	-			263,587.50	263,587.50	11,300,000.00
05/01/31	355,000.00		4.500%	263,587.50	618,587.50	10,945,000.00
11/01/31	-			255,600.00	255,600.00	10,945,000.00
05/01/32	370,000.00		4.500%	255,600.00	625,600.00	10,575,000.00
11/01/32	-			247,275.00	247,275.00	10,575,000.00
05/01/33	385,000.00		4.500%	247,275.00	632,275.00	10,190,000.00
11/01/33	-			238,612.50	238,612.50	10,190,000.00
05/01/34	405,000.00		4.500%	238,612.50	643,612.50	9,785,000.00
11/01/34	-			229,500.00	229,500.00	9,785,000.00
05/01/35	425,000.00		4.500%	229,500.00	654,500.00	9,360,000.00
11/01/35	-			219,937.50	219,937.50	9,360,000.00
05/01/36	440,000.00		4.500%	219,937.50	659,937.50	8,920,000.00
11/01/36	-			210,037.50	210,037.50	8,920,000.00
05/01/37	460,000.00		4.500%	210,037.50	670,037.50	8,460,000.00
11/01/37	-			199,687.50	199,687.50	8,460,000.00
05/01/38	485,000.00		4.500%	199,687.50	684,687.50	7,975,000.00
11/01/38	-			188,775.00	188,775.00	7,975,000.00
05/01/39	505,000.00		4.500%	188,775.00	693,775.00	7,470,000.00
11/01/39	-			177,412.50	177,412.50	7,470,000.00
05/01/40	530,000.00		4.750%	177,412.50	707,412.50	6,940,000.00
11/01/40	-			164,825.00	164,825.00	6,940,000.00
05/01/41	555,000.00		4.750%	164,825.00	719,825.00	6,385,000.00
11/01/41	-			151,643.75	151,643.75	6,385,000.00
05/01/42	585,000.00		4.750%	151,643.75	736,643.75	5,800,000.00
11/01/42	-			137,750.00	137,750.00	5,800,000.00
05/01/43	610,000.00		4.750%	137,750.00	747,750.00	5,190,000.00
11/01/43	-			123,262.50	123,262.50	5,190,000.00
05/01/44	640,000.00		4.750%	123,262.50	763,262.50	4,550,000.00

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

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/44	-			108,062.50	108,062.50	4,550,000.00
05/01/45	670,000.00		4.750%	108,062.50	778,062.50	3,880,000.00
11/01/45	-			92,150.00	92,150.00	3,880,000.00
05/01/46	705,000.00		4.750%	92,150.00	797,150.00	3,175,000.00
11/01/46	-			75,406.25	75,406.25	3,175,000.00
05/01/47	740,000.00		4.750%	75,406.25	815,406.25	2,435,000.00
11/01/47	-			57,831.25	57,831.25	2,435,000.00
05/01/48	775,000.00		4.750%	57,831.25	832,831.25	1,660,000.00
11/01/48	-			39,425.00	39,425.00	1,660,000.00
05/01/49	810,000.00		4.750%	39,425.00	849,425.00	850,000.00
11/01/49	-			20,187.50	20,187.50	850,000.00
05/01/50	850,000.00		4.750%	20,187.50	870,187.50	-
Total	12,850,000.00			9,241,268.78	22,091,268.78	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019A-2
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	Budget FY 2026
REVENUES					
Off-roll assessments	\$ 3,088	\$ -	\$ 3,088	\$ 3,088	\$ 3,088
Interest	-	73	-	73	-
Total revenues	<u>3,088</u>	<u>73</u>	<u>3,088</u>	<u>3,161</u>	<u>3,088</u>
EXPENDITURES					
Debt service					
Interest 11/1	1,544	1,544	-	1,544	1,544
Interest 5/1	1,544	-	1,544	1,544	1,544
Total expenditures	<u>3,088</u>	<u>1,544</u>	<u>1,544</u>	<u>3,088</u>	<u>3,088</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(1,471)	1,544	73	-
OTHER FINANCING SOURCES/(USES)					
Transfers in	-	1,103	-	1,103	-
Total other financing sources/(uses)	<u>-</u>	<u>1,103</u>	<u>-</u>	<u>1,103</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(368)	1,544	1,176	-
Beginning fund balance (unaudited)	7,581	9,328	8,960	9,328	10,504
Ending fund balance (projected)	<u>\$ 7,581</u>	<u>\$ 8,960</u>	<u>\$ 10,504</u>	<u>\$10,504</u>	<u>10,504</u>
Use of fund balance:					
Debt service reserve account balance (required)					(3,325)
Interest expense - November 1, 2026					(1,544)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 5,635</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			1,543.75	1,543.75	65,000.00
05/01/26			1,543.75	1,543.75	65,000.00
11/01/26			1,543.75	1,543.75	65,000.00
05/01/27			1,543.75	1,543.75	65,000.00
11/01/27			1,543.75	1,543.75	65,000.00
05/01/28			1,543.75	1,543.75	65,000.00
11/01/28			1,543.75	1,543.75	65,000.00
05/01/29	65,000.00	4.750%	1,543.75	66,543.75	-
Total	65,000.00		12,350.00	77,350.00	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021B
FISCAL YEAR 2026**

	Fiscal Year 2025				
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	Proposed Budget FY 2026
REVENUES					
Interest	\$ -	\$ 3,927	\$ -	\$ 3,927	\$ -
Total revenues	-	3,927	-	3,927	-
EXPENDITURES					
Other fees & charges					
Misc. expenses	-	222,436	-	222,436	-
Total other fees & charges	-	222,436	-	222,436	-
Total expenditures	-	222,436	-	222,436	-
Excess/(deficiency) of revenues over/(under) expenditures	-	(218,509)	-	(218,509)	-
OTHER FINANCING SOURCES/(USES)					
Transfers in	-	1,603	-	1,603	-
Total other financing sources/(uses)	-	1,603	-	1,603	-
Fund balance:					
Net increase/(decrease) in fund balance	-	(216,906)	-	(216,906)	-
Beginning fund balance (unaudited)	-	216,906	-	216,906	-
Ending fund balance (projected)	\$ -	\$ -	\$ -	\$ -	-
Use of fund balance:					
Debt service reserve account balance (required)					-
Principal and Interest expense - November 1, 2026					-
Projected fund balance surplus/(deficit) as of September 30, 2026				\$	-

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021B (SOUTH ASSESSMENT AREA)
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 285,594	\$ -	\$ 285,594	\$ 285,594	\$ 285,594
Interest	-	6,457	-	6,457	-
Total revenues	<u>285,594</u>	<u>6,457</u>	<u>285,594</u>	<u>292,051</u>	<u>285,594</u>
EXPENDITURES					
Debt service					
Interest	285,594	142,797	142,797	285,594	285,594
Total expenditures	<u>285,594</u>	<u>142,797</u>	<u>142,797</u>	<u>285,594</u>	<u>285,594</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(136,340)	142,797	6,457	-
Fund balance:					
Beginning fund balance (unaudited)	526,361	428,893	292,553	428,893	435,350
Ending fund balance (projected)	<u>\$ 526,361</u>	<u>\$ 292,553</u>	<u>\$ 435,350</u>	<u>\$435,350</u>	<u>435,350</u>
Use of fund balance:					
Debt service reserve account balance (required)					(285,594)
Principal and Interest expense - November 1, 2026					(142,797)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 6,959</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021B (SOUTH ASSESSMENT AREA) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			142,796.88	142,796.88	6,175,000.00
05/01/26			142,796.88	142,796.88	6,175,000.00
11/01/26			142,796.88	142,796.88	6,175,000.00
05/01/27			142,796.88	142,796.88	6,175,000.00
11/01/27			142,796.88	142,796.88	6,175,000.00
05/01/28			142,796.88	142,796.88	6,175,000.00
11/01/28			142,796.88	142,796.88	6,175,000.00
05/01/29			142,796.88	142,796.88	6,175,000.00
11/01/29			142,796.88	142,796.88	6,175,000.00
05/01/30			142,796.88	142,796.88	6,175,000.00
11/01/30			142,796.88	142,796.88	6,175,000.00
05/01/31			142,796.88	142,796.88	6,175,000.00
11/01/31			142,796.88	142,796.88	6,175,000.00
05/01/32			142,796.88	142,796.88	6,175,000.00
11/01/32			142,796.88	142,796.88	6,175,000.00
05/01/33			142,796.88	142,796.88	6,175,000.00
11/01/33			142,796.88	142,796.88	6,175,000.00
05/01/34			142,796.88	142,796.88	6,175,000.00
11/01/34			142,796.88	142,796.88	6,175,000.00
05/01/35			142,796.88	142,796.88	6,175,000.00
11/01/35			142,796.88	142,796.88	6,175,000.00
05/01/36	6,175,000.00	4.625%	142,796.88	6,317,796.88	-
Total	6,175,000.00		3,141,531.36	9,316,531.36	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget
	Adopted Budget FY 2025	Actual through 03/31/25	Projected through 09/30/25	Total Actual & Projected	Budget FY 2026
REVENUES					
Special assessment - on-roll	\$ 188,576				\$ 174,155
Allowable discounts (4%)	(7,543)				(6,966)
Assessment levy: net	181,033	\$ 171,540	\$ 9,493	\$ -	167,189
Special assessment: off-roll	748,852	12,000.00	736,852	748,852.00	439,992
Assessment prepayments	-	765,728	-	765,728	-
Lot closings	-	60,859	-	60,859	-
Interest	-	55,162	-	55,162	-
Total revenues	929,885	1,065,289	746,345	1,630,601	607,181
EXPENDITURES					
Debt service					
Principal	195,000	-	195,000	195,000	145,000
Principal prepayment	-	3,070,000	-	3,070,000	-
Interest	721,198	360,866	360,332	721,198	502,405
Total debt service	916,198	3,430,866	555,332	3,986,198	647,405
Other fees & charges					
Tax collector	3,772	3,431	341	3,772	3,483
Total other fees & charges	3,772	3,431	341	3,772	3,483
Total expenditures	919,970	3,434,297	555,673	3,989,970	650,888
Excess/(deficiency) of revenues over/(under) expenditures	9,915	(2,369,008)	190,672	(2,359,369)	(43,707)
Fund balance:					
Beginning fund balance (unaudited)	1,565,353	4,499,572	2,130,564	4,499,572	2,140,203
Ending fund balance (projected)	\$ 1,575,268	\$ 2,130,564	\$ 2,321,236	\$ 2,140,203	2,096,496
Use of fund balance:					
Debt service reserve account balance (required)					(1,039,493)
Principal and Interest expense - November 1, 2026					(247,686)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 809,317

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25				251,202.50	251,202.50	9,050,000.00
05/01/26	145,000.00		4.850%	251,202.50	396,202.50	8,905,000.00
11/01/26				247,686.25	247,686.25	8,905,000.00
05/01/27	150,000.00		4.850%	247,686.25	397,686.25	8,755,000.00
11/01/27				244,048.75	244,048.75	8,755,000.00
05/01/28	160,000.00		4.850%	244,048.75	404,048.75	8,595,000.00
11/01/28	-			240,168.75	240,168.75	8,595,000.00
05/01/29	165,000.00		4.850%	240,168.75	405,168.75	8,430,000.00
11/01/29	-			236,167.50	236,167.50	8,430,000.00
05/01/30	175,000.00		4.850%	236,167.50	411,167.50	8,255,000.00
11/01/30	-			231,923.75	231,923.75	8,255,000.00
05/01/31	185,000.00		4.850%	231,923.75	416,923.75	8,070,000.00
11/01/31	-			227,437.50	227,437.50	8,070,000.00
05/01/32	195,000.00		4.850%	227,437.50	422,437.50	7,875,000.00
11/01/32	-			222,708.75	222,708.75	7,875,000.00
05/01/33	205,000.00		4.850%	222,708.75	427,708.75	7,670,000.00
11/01/33	-			217,737.50	217,737.50	7,670,000.00
05/01/34	215,000.00		5.550%	217,737.50	432,737.50	7,455,000.00
11/01/34	-			211,771.25	211,771.25	7,455,000.00
05/01/35	225,000.00		5.550%	211,771.25	436,771.25	7,230,000.00
11/01/35	-			205,527.50	205,527.50	7,230,000.00
05/01/36	240,000.00		5.550%	205,527.50	445,527.50	6,990,000.00
11/01/36	-			198,867.50	198,867.50	6,990,000.00
05/01/37	250,000.00		5.550%	198,867.50	448,867.50	6,740,000.00
11/01/37	-			191,930.00	191,930.00	6,740,000.00
05/01/38	265,000.00		5.550%	191,930.00	456,930.00	6,475,000.00
11/01/38	-			184,576.25	184,576.25	6,475,000.00
05/01/39	280,000.00		5.550%	184,576.25	464,576.25	6,195,000.00
11/01/39	-			176,806.25	176,806.25	6,195,000.00
05/01/40	300,000.00		5.550%	176,806.25	476,806.25	5,895,000.00
11/01/40	-			168,481.25	168,481.25	5,895,000.00
05/01/41	315,000.00		5.550%	168,481.25	483,481.25	5,580,000.00
11/01/41	-			159,740.00	159,740.00	5,580,000.00
05/01/42	335,000.00		5.550%	159,740.00	494,740.00	5,245,000.00
11/01/42	-			150,443.75	150,443.75	5,245,000.00
05/01/43	350,000.00		5.550%	150,443.75	500,443.75	4,895,000.00
11/01/43	-			140,731.25	140,731.25	4,895,000.00
05/01/44	370,000.00		5.750%	140,731.25	510,731.25	4,525,000.00
11/01/44	-			130,093.75	130,093.75	4,525,000.00
05/01/45	395,000.00		5.750%	130,093.75	525,093.75	4,130,000.00
11/01/45	-			118,737.50	118,737.50	4,130,000.00
05/01/46	420,000.00		5.750%	118,737.50	538,737.50	3,710,000.00
11/01/46	-			106,662.50	106,662.50	3,710,000.00
05/01/47	445,000.00		5.750%	106,662.50	551,662.50	3,265,000.00
11/01/47	-			93,868.75	93,868.75	3,265,000.00
05/01/48	470,000.00		5.750%	93,868.75	563,868.75	2,795,000.00
11/01/48	-			80,356.25	80,356.25	2,795,000.00
05/01/49	495,000.00		5.750%	80,356.25	575,356.25	2,300,000.00

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Prepayment	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49	-			66,125.00	66,125.00	2,300,000.00
05/01/50	525,000.00		5.750%	66,125.00	591,125.00	1,775,000.00
11/01/50	-			51,031.25	51,031.25	1,775,000.00
05/01/51	560,000.00		5.750%	51,031.25	611,031.25	1,215,000.00
11/01/51	-			34,931.25	34,931.25	1,215,000.00
05/01/52	590,000.00		5.750%	34,931.25	624,931.25	625,000.00
11/01/52	-			17,968.75	17,968.75	625,000.00
05/01/53	625,000.00		5.750%	17,968.75	642,968.75	-
11/01/53	-			-	-	-
Total	9,050,000.00			9,215,462.50	18,265,462.50	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments (Platted Lots in Units 1 & 2)

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Conventional</u>					
SF 40'	-	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 2,674.44
SF 45'	30	1,215.93	1,510.64	2,726.57	2,726.57
SF 50'	94	1,215.93	1,562.77	2,778.70	2,778.70
SF 60'	107	1,215.93	1,667.02	2,882.95	2,882.95
SF 65'	-	1,215.93	1,719.15	2,935.08	2,935.08
Total	231				

On-Roll Assessments (Platted Lots in Unit 3)

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Conventional</u>					
SF 40'	-	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 2,674.44
SF 45'	-	1,215.93	1,510.64	2,726.57	2,726.57
SF 50'	53	1,215.93	1,562.77	2,778.70	2,778.70
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 65'	-	1,215.93	1,719.15	2,935.08	2,935.08
Total	53				

On-Roll Assessments (Platted Lots in Unit 4)

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Age-Restricted</u>					
SF 45'	-	\$ 1,215.93	-	\$ 1,215.93	\$ 1,215.93
SF 50'	-	1,215.93	1,562.77	2,778.70	2,778.70
SF 50' Reduced	63	1,215.93	957.45	2,173.38	2,173.38
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 60' Reduced	37	1,215.93	957.45	2,173.38	2,173.38
Total	100				

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments (Platted Lots in Units 6)

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Conventional</u>					
SF 40'	63	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 2,674.44
SF 45'	105	1,215.93	1,510.64	2,726.57	2,726.57
SF 50'	-	1,215.93	1,562.77	2,778.70	2,778.70
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 65'	-	1,215.93	1,719.15	2,935.08	2,935.08
Total	168				

On-Roll Assessments (Platted Lots in Units 5)

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
<u>Age-Restricted</u>					
SF 45'	-	\$ 1,215.93	\$ -	\$ -	\$ -
SF 50'	-	1,215.93	1,562.77	2,778.70	2,778.70
SF 50' Reduced	63	1,215.93	957.45	2,173.38	2,173.38
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 60' Reduced	39	1,215.93	957.45	2,173.38	2,173.38
Total	102				

On-Roll Assessments (Platted Lots in Units 8)

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 50'	17	\$ 1,215.93	\$ 3,786.36	\$ 5,002.29	\$ 5,002.29
SF 50' Reduced	33	1,215.93	1,702.13	2,918.06	2,918.06
SF 60'	-	1,215.93	4,543.63	5,759.56	5,759.56
SF 60' Reduced	29	1,215.93	1,914.89	3,130.82	3,130.82
	79				

Off-Roll Assessments (Platted Lots in Units 10 & 15)

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 50'	10	\$ 1,142.97	\$ 3,559.18	\$ 4,702.15	\$ 4,702.15
SF 50' Reduced	48	1,142.97	1,600.00	2,742.97	4,702.15
SF 60'	-	1,142.97	4,271.01	5,413.98	5,413.98
SF 60' Reduced	64	1,142.97	1,800.00	2,942.97	5,413.98
SF 70'	35	1,142.97	4,982.86	6,125.83	6,125.83
SF 70' Reduced	19	1,142.97	2,000.00	3,142.97	6,125.83
	157				

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-07

**A RESOLUTION OF THE THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF
SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026
AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Nassau County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15th day of May, 2025.

Attest:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126)</i>		
<i>76346 William Burgess Boulevard, Yulee, Florida 32097</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2025	Regular Meeting	3:00 PM
November 20, 2025	Regular Meeting	3:00 PM
December 18, 2025	Regular Meeting	3:00 PM
January 15, 2026	Regular Meeting	3:00 PM
February 19, 2026	Regular Meeting	3:00 PM
March 19, 2026	Regular Meeting	3:00 PM
April 16, 2026	Regular Meeting	3:00 PM
May 21, 2026	Regular Meeting	3:00 PM
June 18, 2026	Regular Meeting	3:00 PM
July 16, 2026	Regular Meeting	3:00 PM
August 20, 2026	Regular Meeting	3:00 PM
September 17, 2026	Regular Meeting	3:00 PM

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Three Rivers Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1.9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15th day of May, 2025.

ATTEST:

**THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/15/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

6

CHANGE ORDER REQUEST



Serving NE Florida Since 1974

Project: Tributary 16 A
 Owner: Three Rivers Developers CDD
 Engineer: Dominion Eng. Group

Change Order No: 1
 Date: 4/2/2025
 Contract for: SITE WORK

Charlie Freshwater - President | Rick Johns - Vice President | Steven Jordan - CFO

SCOPE

The contract is changed as follows:

Item	Previous Change Orders	Qty	Unit	Unit Price	Total Price
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

SUMMARY

The original Contract Sum was:	\$ 5,696,594.00
The net change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$ 5,696,594.00
The Contract Sum will be increased (decreased) by this Change Order in the amount of:	-\$517,943.00
The new Contract Sum including this Change Order will be:	\$ 5,178,651.00

TIME

The original commencement date was:	4/7/2025				
Original days to Substantial Completion was:	219	days	Date:	11/12/2025	
Original days to Final Completion was:	326	days	Date:	2/27/2026	
Days added prior to this change order was:	0	days			Days will be increased (decreased) by: 0 days
Current Substantial Completion:	219	days	Date:	11/12/2025	New days to Substantial Completion: 219 days Date: 11/12/2025
Current Final Completion:	326	days	Date:	2/27/2026	New days to Final Completion: 279 days Date: 2/27/2026



Serving NE Florida Since 1974

Charlie Freshwater - President | Rick Johns - Vice President | Steven Jordan - CFO

Date

4/2/2025

Change Order Proposal & Scope of Work

Project: Tributary 16 A

Owner: Three Rivers Developers CDD

Engineer: Dominion Eng. Group

Item	Quantity	Units	Unit Price	Total Price
Ferguson Materials	1	LS	\$ (332,977.90)	\$ (332,977.90)
Tax	1	LS	\$ (20,028.69)	\$ (20,028.69)
American Precast	1	LS	\$ (150,993.00)	\$ (150,993.00)
Tax	1	LS	\$ (9,109.58)	\$ (9,109.58)
County Materials	1	LS	\$ (4,517.60)	\$ (4,517.60)
Tax	1	LS	\$ (316.23)	\$ (316.23)
Total				\$ (517,943.00)

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

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**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY POLICIES AND RATES

ADOPTED AUGUST 31, 2022

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Wet Deck” – the 4-foot-wide (1,219 mm) unobstructed pool deck area around the outside of the pool water perimeter, curb, ladders, handrails, diving boards, diving towers, or pool slides, waterfalls, water features, starting blocks, planters or lifeguard chairs.

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

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

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All Patrons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** In consideration of the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments to property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year. Residents must pay such maintenance special assessments, which covers Annual User Fee applicable to such Resident, entitling the Resident to use the Amenities for the corresponding fiscal year of the District, which fiscal year begins October 1 and ends September 30. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Key.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is

nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring two (2) persons as Guests to the Amenities at one time (unless Patron Household has reserved an area available for reservation as provided herein). District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. ***Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.***
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

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

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renters and Residents cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

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

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

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

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

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

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
- (a) **Registration and Access Keys.** Each Patron must, when applicable, use an Access Key in order to access the Amenities and must have his or her assigned Access Key in their possession and available for inspection upon District Staff's request. Access Keys are only to be used by the Patron to whom they are issued. Please see www.tributarylivinghoa.com for instructions on how to register for an Access Key.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** ~~Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATV's) and non-street legal motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District. Vehicles must be parked in designated parking areas only. Parking on grass, sidewalks, or in a manner that obstructs the normal flow of traffic is strictly prohibited. Use of parking areas is limited to residents and their guests while actively using the District-owned amenities. Parking by individuals not utilizing the amenities is not permitted. Overnight parking at any amenity center or within amenity related parking areas is strictly prohibited unless expressly authorized in writing by District Staff. The use of off road vehicles- including but not limited to all-terrain vehicles (ATVs), non-street-legal motorized scooters, and non-street-legal golf carts – is prohibited on all District owned, maintained, or operated amenities. During Special events alternative parking arrangements may be authorized at the sole discretion of District Staff.~~
 - (e) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Bicycles, Skateboards, Etc.** Bicycles, skateboards, rollerblades or similar apparatus are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, sport courts, playground area and sidewalks surrounding these areas.

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

(s) **Use of Non Rentable Outdoor Amenities.** ~~Any outdoor space—including but not limited to the covered patio, pool, and pool deck areas—is designated as a shared community amenity and is not available for private rental or exclusive use. These areas are to remain open and accessible to all Patrons during normal operating hours unless otherwise reserved for a District-organized event. Hosting private parties or gatherings in these areas is strictly prohibited. Patios are intended for quiet, personal use only. Activities that result in excessive noise, overcrowding, or disruption to other Patrons are considered violations of community rules. Exceeding the~~

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authorized number of Guests or attempting to claim exclusive use of any non-rentable amenity may result in the suspension or termination of a Patron Household's access and usage privileges.

(t) **Decorations.** Decorations are only approved within the approved rental space and not permitted on the covered patio, the pool, or the pool deck areas.

(+)

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SMOKING, DRUGS AND ALCOHOL

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

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

ALCOHOL POLICIES

- Consumption of alcohol at the Amenity Facilities must be in strict accordance with these policies and is otherwise prohibited. Patrons aged twenty-one (21) or older may bring their own alcoholic beverages for their own consumption at the Amenity Facilities provided, however, alcohol may not be consumed within any portion of the wet deck, at the fitness center, pickleball courts, playgrounds or dog park. Patrons and their guests who choose to consume alcohol agree to comply with applicable Florida laws and further agree to indemnify and hold harmless the District, Lifestyle Director and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the consumption of alcohol. Patrons and their guests agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons intending to serve alcohol to other Patrons or guests at a rented facility must so indicate on the Facility Use Application and complete an Alcohol Request Form. Any Patron who does not (1) so indicate at the time the application is submitted, and (2) complete the Alcohol Request Form, shall not be permitted to serve alcohol.
- Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. Proof of event liability insurance in the form of a Certificate of Insurance must be submitted. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.
- Patrons must hire a certified bartender to dispense alcohol.
- The Lifestyle Director staff must be present at all private events at which alcohol is served. Patrons shall be required to pay for the staff at a rate to be determined by the Lifestyle Director.
- The District may, in its sole discretion, use the services of a licensed and insured company for the purpose of serving or distributing alcohol at a District-approved function. With the exception of a licensed and insured

company retained by the District, no District representative shall serve alcohol even if it is brought by a Patron and there shall be no additional charge for Patrons that choose to bring alcohol.

SERVICE ANIMAL POLICY

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

The District may remove the Service Animal only under the following conditions:

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

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

SWIMMING POOL POLICIES

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

- (15) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (16) **Pool Closure.** In addition to Nassau County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- ☐ During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - ☐ For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - ☐ Operational and mechanical treatments or difficulties affecting pool water quality.
 - ☐ For a reasonable period following any mishap that resulted in contamination of pool water.
 - ☐ Any other reason deemed to be in the best interests of the District as determined by District staff.
- (17) **Containers.** No glass or breakable items are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (18) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.
- (19) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

FITNESS CENTER POLICIES

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

- (10) **Courtesy.** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work” in between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- (11) **Maintenance.** All concerns, equipment malfunctions and maintenance needs should be reported to District Staff immediately.
- (12) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

PICKLEBALL COURT POLICIES

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

PLAYGROUND POLICIES

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

DOG PARK POLICIES

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

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

FIRE PIT POLICIES

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

FACILITY RENTAL POLICIES

- (1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the social room (including the kitchen) (the "Rentable Facilities") is available for rental during normal operating hours for organized events. Unless otherwise directed by the District, only Patrons may rent the Rentable Facilities. Patrons may not rent the Rentable Facilities on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. Any outdoor space, including but not limited to the covered patio, the pool, and the pool deck areas, is a shared community space, space including, but not limited to, the covered pavilion, the pool, and the pool deck areas, are **NOT** available for rental and, unless being used for a District-organized event, shall remain open to other Patrons during normal operating hours.
- (2) **Rental Reservation Process.** Patrons interested in renting the Rentable Facilities may request to reserve for a desired rental date and time on a first-come, first-served basis up to three (3) months in advance of such desired rental date. To reserve a desired rental date and time ("Rental Date"), Patrons must submit to the Lifestyle Director a completed Amenity Rental Application in the form attached hereto as **Exhibit C** and a check in the full amount of the Deposit as specified in the Amenity Rates. A desired Rental Date will NOT be reserved until both the completed Amenity Rental Application and the Deposit are received by District Staff and confirmed. District Staff will review the Amenity Rental Application and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, Patron must submit a check to the Lifestyle Director for the full amount of the Amenity Rental Fee as specified in the Amenity Rates or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Amenity Rental Application and a check in the total amount of both the Deposit and Rental Fee.
- (3) **Cancellations.** Cancellations must be made in writing and received by the Lifestyle Director at least fourteen (14) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.
- (4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rental area has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must, at minimum:
- ☐ Remove all garbage, place in dumpster and replace garbage liners;
 - ☐ Remove all decorations, event displays and materials;
 - ☐ Return all furniture and other items to their original position;
 - ☐ Wipe off counters, tabletops, and the sink area;
 - ☐ Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; and
 - ☐ Otherwise clean the Clubhouse and restore it to the pre-rented condition and to the satisfaction of District Staff.
- (5) **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts. Additionally, should a Patron or Patron's guests intentionally damage District property, the Patron may be subject to the suspension/termination provisions set forth herein.
- (6) **Duration of Events.** Unless otherwise authorized in writing by the District's Board of Supervisors pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or cleanup outside of the five (5) hour rental period.

(7) **Noise.** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' use and enjoyment of their homes or the other Amenities.

(8) **Capacity.** The maximum number of Patrons allowed in the social room while renting the facility is 50. Under no circumstances shall the capacity limit of the Rentable Facilities be exceeded during any rental.

(9) **Decorations.** Decorations are only approved within the rented space and not permitted on the covered patio, the pool, or the pool deck areas.

(10) **Lookout Amenity Use Policy.**

Only one event is permitted at the Lookout amenity per day. Priority is given in the following order:

(1) District Lifestyle events

(2) HOA events

(3) Community Group events

(4) Resident private rentals

(10) **Holidays.** The social room may not be rented on the following holidays:

New Year's Eve, New Year's Day, Easter, Memorial Day Weekend, Labor Day Weekend, Thanksgiving Day, Christmas Eve, Christmas Day

Final approval of the requested date is at the discretion of District staff.

(8)(11) **Insurance.** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. Any vendor on District property during a facility rental will be required to provide insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

(9)(12) **Adherence to District Rules.** Patrons are responsible for their invitees' adherence to the District's rules and policies, including the Amenity Policies. Failure of any Guests or invitees to adhere to the District's rules and policies may be basis for the suspension or termination of the Patron's privileges to access and use the Amenities. Any resident who fails to follow District staff rules set forth may risk losing access or forfeiting their deposit.

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LAKES AND PONDS POLICIES

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

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

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Amenity

Facilities.

2. **Violations.** The privileges of a Patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a) Submits false information on any application for use of the Amenities;
 - b) Permits the unauthorized use of an Access Key;
 - c) Exhibits unsatisfactory behavior, deportment or appearance;
 - d) Fails to pay fees owed to the District in a proper and timely manner;
 - e) Fails to abide by any policies or rules established for the use of the Amenities;
 - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - g) Damages or destroys District property; or
 - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, District Staff shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Lifestyle Director, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by District Staff, as the case may be.
4. **Suspension by the District Manager or Lifestyle Director / Appeal of Suspension.** District Staff may at any time suspend a Patron's privileges to use the Amenity Facilities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Lifestyle Director, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
5. **Suspension or Termination by the Board.** District Staff may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the

appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

USE AT OWN RISK; INDEMNIFICATION

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

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

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

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

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

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS AND WAIVERS

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

The above Amenity Policies and Rates were adopted on _____, 20__ by the Board of Supervisors

for the Three Rivers Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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

EXHIBIT A
AMENITY RATES

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

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

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

Amenity Rates: Adopted _____ ,

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

Amenities Access Registration Form: Adopted _____, 20

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AMENITIES
ACCESS REGISTRATION FORM

NAME:

ADDRESS:

HOME TELEPHONE:

CELL PHONE:

EMAIL ADDRESS:

ADDITIONAL RESIDENT 1:

DOB IF UNDER 18

ADDITIONAL RESIDENT 2:

DOB IF UNDER 18

ADDITIONAL RESIDENT 3:

DOB IF UNDER 18

ADDITIONAL RESIDENT 4:

DOB IF UNDER 18

ADDITIONAL RESIDENT 5:

DOB IF UNDER 18

ACCEPTANCE:

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

Signature of Patron (Parent or Legal Guardian if Minor)

Date

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

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

Signature of Patron

State of Florida

County of _____

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

(NOTARY SEAL)

Official Notary Public Signature

Amenities Access Registration Form, Page 1 of 2

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

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

Signature of Patron

(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

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

PLEASE RETURN THIS FORM TO:

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

OFFICE USE ONLY:

Date Received Date Entered in System Staff Member Signature

PRIMARY RESIDENT:

ADDITIONAL INFORMATION:

Phase ____ - ____ Phase ____ - ____ Phase ____ - ____

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

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

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

Name of Applicant:

Street Address:

Contact Phone:

Email:

Intended Use: Estimated Attendance: Date of Event: Time: (5hr max.) to

Today's Date:

Alternate Phone:

Please initial by each:

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

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

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

Standard guest policy applies outside the scheduled rental timeframe and to all other District amenities during the rental timeframe. For the time of the scheduled use (reservation) the renter has the exclusive use of the Social Room only. ~~The pool area, covered pavilion, fitness center and park areas will remain open to all Patrons of the Amenity Facilities in accordance with then applicable hours of operation. Any outdoor space, including but not limited to the covered patio, the pool, and the pool deck areas, is a shared community space, NOT available for rental and, unless being used for a District-organized event, shall remain open to other Patrons during normal operating hours.~~

Decorations are only approved within the rented space and not permitted on the covered patio.

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

_____ ~~e-~~ Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. Any vendor on District property during a facility rental will be required to provide insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

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

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

_____ **Rental Fee:** During regular hours of operation, a non-refundable Rental Fee of fifty dollars (\$50.00) per hour will be charged for the Social Room. After hours rentals may be accommodated at a rate of one hundred dollars (\$100) per hour outside normal hours of operation. A separate check shall be made out to the Three Rivers Community

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Development District and submitted to District Staff at the time of reservation. The Rental Fee will be deposited upon approval of the rental application. Deposit will be held until the completion of the event and inspection of the Social Hall. Cancellations made up to 14 days prior to the event, will receive a full refund of their rental fee and deposit. Cancellations made less than fourteen (14) days prior to the reservation date will receive a refund of the rental fee less a \$50 cancellation fee.

Adherence to District Rules. Patrons are responsible for their invitees' adherence to the District's rules and policies, including the Amenity Policies. Failure of any Guests or invitees to adhere to the District's rules and policies may be basis for the suspension or termination of the Patron's privileges to access and use the Amenities. Any resident who fails to follow District staff rules set forth may risk losing access or forfeiting their deposit.

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

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

Signature of Applicant

Date

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

For District Use Only:

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

Received By: _____

_____ Date: _____

Rental Fee Amount: \$ _____ Check Received By: _____ #:

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

Waiver and Release Form: Adopted _____, 20

CONSENT AND WAIVER AGREEMENT

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

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

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

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

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

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

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

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

Participant/Minor Child Name: _____ Participant/Minor Date of Birth: _____
Parent/Guardian _____
_____ Email Address: _____
Parent/Guardian Signature: _____ Date: _____
Address: _____
Emergency Contact: _____ Phone Number: _____
Name: _____

Three Rivers Community Development District GUEST PASS/LIABILITY WAIVER FORM

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

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

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

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

Signature of Guest

Date

Phone Number:

Address of Resident:

Resident Phone Number

**Composite Exhibit E Community
Interest Groups**



Community Group Guidelines

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

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

I. Guidelines

- A. Community Group Purpose: The purpose of a Tributary Community Group is to bring together, in an organized manner, Tributary residents who have common interests and/or talents and to promote a robust lifestyle.
- B. Community Group Qualifications
 - a. Membership
 - i. Residents who wish to start a Community Group must complete a *Community Group Application* (Exhibit A) for approval by the Board of Supervisors.
 - ii. A proposed Community Group must have a minimum of ten (10) interested Tributary Residents. The required Group Roster (Exhibit B) is to be completed and submitted with the Community Group Application. If a Community Group needs additional members, the Lifestyle Director may, upon request, assist in gauging interest and promoting the Community Group through the Tributary Newsletter.
 - iii. Only Tributary Residents may be Community Group members. Guest participation in accordance with the guest policy is allowed at the discretion of the Community Group leader, but may not be counted toward the minimum number of members required to start a Community Group or prohibit a resident from attending due to capacity limitations. All guests participating in Community Group activities must be accompanied by a Resident.
 - iv. Although the focus of a particular Community Group may appeal to the special interests of only some residents, Community Groups may not deny membership or participation in activities to any Tributary resident based on race, religion, ethnic background, national heritage, familial status, age or any other legally protected class.
 - v. A Community Group may not limit the number of residents permitted to join the Group. The number of Members in a given Group event may, however, be limited due to the size of the facility; safety concerns, or space requirements. Other caps or limitations must be pre-approved.
 - b. Administrators
 - i. Community Groups must have at least one (1) designated Group Leader who provides the Lifestyle Director with contact information to be provided in the Tributary Newsletter communications and/or for other publications.



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

c. Activities and Meetings

- i. Community Groups may not participate in or endorse any activity that is illegal or that could impact the Community's insurance coverage.
- ii. Community Groups must have a minimum of four (4) meetings and/or activities annually, either at a Tributary Amenity or other off-site location.



- iii. Community Groups may schedule additional meetings and use Amenity space contingent upon availability. Community Groups may use Amenity space for meetings and other activities, but the meeting duration and frequency may be limited, based on availability.
- iv. Amenity space shall be used “as-is.” Any changes to the configuration must be made by the Community Group Members and the room must be restored to its original state upon completion of the meeting/event.
- v. Community Groups and their members must adhere to the TributaryThree Rivers CDD Amenity Policies & Rates and all other Governing Documents.
- vi. Upon request, Community Groups must provide hello@tributaryliving.com with a roster of the individuals who participated in a Group activity.
- d. Supplies
 - i. Community Groups must purchase their own equipment and materials.
 - ii. A Community Group may request that the District purchase additional items by submitting such requests to the Lifestyle Director. Except as otherwise approved by the District, the cost of such items must be covered by the financial resources of the Community Group. If the item is deemed appropriate to be incorporated into the supplies of the Tributary Amenity, such items may be purchased by the District and, except as otherwise approved by the District, become the property of the District.
- iii. Community Groups must take supplies to/from the Amenity for their meetings.

C. Allocation and Use of Tributary Amenities

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

D. Promotion



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

E. Dues, Financial Management, and Liability

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

F. Compliance and Authority

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

EXHIBIT A- COMMUNITY GROUP APPLICATION

Date Submitted:



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

Club & Interest Group Information

Group Leader Name:

Address:

Phone:

Email Address:

Community Group Name:

Description:

Proposed Meeting Dates:

Proposed Meeting Times:

Proposed Events:

Required Roster Provided?

____ NO ____

YES

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

Resident Signature: _____

Group Roster

Resident Name

Resident Address



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

Management Review

Comments:

Approved

Denied



THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

7A

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO AMENITY FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to ratify the actions of the District staff to set a public hearing to adopt the *Rules Relating to Amenity Facilities* ("Policy") attached hereto as **Exhibit A**; and

WHEREAS, to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt the Amenity Policies and Rates.

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

Section 1. The Board intends to adopt the Policy, a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on the Policy at a meeting of the Board to be held on _____, 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.

Section 2. The Board desires to ratify the actions of District staff to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF MAY, 2025.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Rules Relating to Amenity Facilities

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7B

RESOLUTION 2025-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES RELATING TO PARKING AND PARKING ENFORCEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("Board") is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board desires to ratify the actions of the District staff to set a public hearing to adopt the *Rules Relating to Parking and Parking Enforcement* ("Policy") attached hereto as **Exhibit A**; and

WHEREAS, to provide for efficient and effective District operations, the Board finds that it is in the best interests of the District to adopt the Policy and Suspension and Termination Rules.

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

Section 1. The Board intends to adopt the Policy, a proposed copy of which is attached hereto as **Exhibit A**. The District will hold a public hearing on the Policy at a meeting of the Board to be held on _____, 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.

Section 2. The Board desires to ratify the actions of District staff to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 15TH DAY OF MAY, 2025.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Rules Relating to Parking and Parking Enforcement

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA AI

**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: **86**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
[REDACTED]
Jacksonville, FL
[REDACTED]
- (3) Amount Payable: **\$ 2,722.75**
- (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 214057 (May 2024) Edwards Road Water Main CEI Services (WA#9)	\$1,841.50
Invoice 213126 (March 2024) 2023/2024 General Consulting Engineering Services (WA#19)	\$ 881.25
Total Requisition	\$2,722.75

- (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.

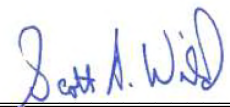
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

May 29, 2024

Invoice No: 214057

Total This Invoice \$1,841.50

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

Professional Services rendered through May 25, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	5/18/2024		.50	335.00	167.50
Wild, Scott	5/25/2024		2.00	335.00	670.00
CEI Project Manager/Project Admin.					
Donchez, James	5/4/2024		.75	184.00	138.00
Donchez, James	5/11/2024		.50	184.00	92.00
Donchez, James	5/18/2024		.50	184.00	92.00
Donchez, James	5/25/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	5/4/2024		1.00	163.00	163.00
Brooks, Jeffrey	5/18/2024		1.00	163.00	163.00
CEI Inspector					
Steeple, Travis	5/11/2024		1.00	132.00	132.00
Steeple, Travis	5/25/2024		1.00	132.00	132.00
Totals			8.75		1,841.50
Total Labor					1,841.50

Billing Limits	Current	Prior	To-Date
Total Billings	1,841.50	15,347.00	17,188.50
Limit			20,160.00
Remaining			2,971.50

Total this Phase \$1,841.50

Phase 02 Owner Requested Plan Revisions

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	4,989.25	4,989.25
Limit			5,000.00
Remaining			10.75

Total this Phase 0.00

Phase 03 RFP Process

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	4,964.00	4,964.00
Limit				5,000.00
Remaining				36.00
Total this Phase				0.00

Phase	04	Reimbursable Expenses	Total this Phase	0.00
Total This Invoice				<u>\$1,841.50</u>

Outstanding Invoices				
Number	Date	Balance		
213120	4/3/2024	2,203.50		
213604	5/2/2024	1,231.00		
Total		3,434.50	Total Now Due	\$5,276.00

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

April 04, 2024
Invoice No: 213126

Total This Invoice
\$881.25

Project 22402.01000

Three Rivers CDD - 2023/2024 General Consulting Engineering Services
(WA#19)

Professional Services rendered through March 30, 2024

Phase 1. General Consulting Engineering Services

Labor

		Hours	Rate	Amount
Executive VP/Chief Engineer				
Wild, Scott	3/2/2024	1.00	335.00	335.00
Adminstrative Support				
Blair, Shelley	3/9/2024	1.25	95.00	118.75
Blair, Shelley	3/16/2024	1.25	95.00	118.75
Blair, Shelley	3/23/2024	2.00	95.00	190.00
Blair, Shelley	3/30/2024	1.25	95.00	118.75
Totals		6.75		881.25
Total Labor				881.25

Billing Limits	Current	Prior	To-Date
Total Billings	881.25	3,307.50	4,188.75
Limit			8,500.00
Remaining			4,311.25

Total this Phase
881.25

Phase XP. Expenses

Total this Phase
0.00

Total This Invoice
\$881.25






2023 ACQUISITION AND CONSTRUCTION 86 - ETM

Final Audit Report

2025-02-21

Created:	2025-02-21
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYZbAZGlx50NXynGrF5Cel43XZNB-Ben_

"2023 ACQUISITION AND CONSTRUCTION 86 - ETM" History

-  Document created by Shelley Blair (blairs@etminc.com)
2025-02-21 - 3:45:53 PM GMT
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2025-02-21 - 3:45:57 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2025-02-21 - 10:01:21 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2025-02-21 - 10:01:31 PM GMT - Time Source: server
-  Agreement completed.
2025-02-21 - 10:01:31 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA AII

**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: **87**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
[REDACTED]
Jacksonville, FL
[REDACTED]
- (3) Amount Payable: **\$ 24,205.75**
- (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 218433 (Feb 2025) Tributary Unit 12 and 13 (WA#11, Amendment 2)	\$ 20,685.75
Invoice 218442 (Feb 2025) Master Site Planning (WA#7)	\$ 3,370.00
Invoice 218453 (Feb 2025) Unit 10 CEI Services (WA#15)	\$ 150.00
TOTAL REQUISITION	\$ 24,205.75

- (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

February 26, 2025

Invoice No: 218433

Total This Invoice \$20,685.75

Project 21131.01000 Tributary Unit 12 and 13 WA #11 Amed #2

Professional Services rendered through February 22, 2025

Phase 01. Preliminary Engineering /Mass Grading

	Fee	Percent Complete	Earned	Current Billing
1.Preliminary Engineering/Mass Grading				
1.Stormwater Modeling & Calculations	13,900.00	75.00	10,425.00	3,475.00
2.Final Mass Grading Eng./Const. Docs.	15,100.00	50.00	7,550.00	7,550.00
3.1.Permitting-Nassau County	7,400.00	50.00	3,700.00	3,700.00
3.2.Permitting-SJRWMD ERP	14,900.00	75.00	11,175.00	3,725.00
4.Final Development Plan (Unit 12)	17,350.00	95.00	16,482.50	0.00
5.Final Development Plan (Unit 13)	17,350.00	95.00	16,482.50	0.00
Total Fee	86,000.00		65,815.00	18,450.00
Total Fee				18,450.00
Total this Phase				\$18,450.00

Phase 01.1. Site Plan Revisions

Billing Limits	Current	Prior	To-Date
Labor	0.00	3,500.00	3,500.00
Limit			3,500.00
Total this Phase			0.00

Phase 02. Construction Document Preparation

	Fee	Percent Complete	Earned	Current Billing
2.Construction Document Preparation				
7.Final Subdivision Const. Documents	71,250.00	90.00	64,125.00	0.00
8.Sanitary Sewer Pump Station Design	21,500.00	90.00	19,350.00	0.00
9.Code Minimum Landscape Plan	6,300.00	90.00	5,670.00	0.00
11.Electric Design Coordination	6,400.00	0.00	0.00	0.00
Total Fee	105,450.00		89,145.00	0.00
Total Fee				0.00

Total this Phase 0.00

Phase 02.1. Regulatory Permitting

Fee	Percent Complete	Earned	Current Billing
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2.1.Regulatory Permitting

1.Nassau County Const. Plan Review	10,500.00	50.00	5,250.00	0.00
2.JEA Utility Plan Review	7,500.00	50.00	3,750.00	0.00
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		9,000.00	0.00
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Total Fee 0.00

Total this Phase 0.00

Phase 03. Project Management

Labor

Hours	Rate	Amount
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Vice President

Katsaras, George	2/1/2025	.50	295.00	147.50
Katsaras, George	2/8/2025	1.00	295.00	295.00
Katsaras, George	2/22/2025	3.50	295.00	1,032.50

Senior Engineer/Senior Project Manager

Wild, Scott	2/8/2025	1.00	255.00	255.00
Wild, Scott	2/15/2025	.50	255.00	127.50

Sr. Planner/Planning Manager

Dendor, Casey	2/1/2025	.75	225.00	168.75
Dendor, Casey	2/8/2025	.50	225.00	112.50

Totals		7.75		2,138.75
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Total Labor 2,138.75

Billing Limits

Current	Prior	To-Date
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Labor	2,138.75	11,594.00	13,732.75
Limit			15,000.00
Remaining			1,267.25

Total this Phase \$2,138.75

Phase XP. Expenses

Expenses

Permits			84.35
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Total Expenses 1.15 times 84.35 97.00

Total this Phase \$97.00

Total This Invoice \$20,685.75

Outstanding Invoices

Number	Date	Balance
217492	1/3/2025	35,489.42
217966	1/30/2025	19,961.54
Total		55,450.96

Total Now Due	\$76,136.71
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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

February 26, 2025

Invoice No: 218442

Total This Invoice \$3,370.00

Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING

Professional Services rendered through February 22, 2025

Phase 01 Master Site Planning

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	34,944.75	34,944.75
Limit			35,000.00
Remaining			55.25

Total this Phase 0.00

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
Senior Engineer/Senior Project Manager				
Wild, Scott	2/8/2025	1.00	255.00	255.00
Wild, Scott	2/22/2025	1.50	255.00	382.50
Engineering Intern				
Horrell, Nicholas	2/8/2025	1.50	150.00	225.00
Horrell, Nicholas	2/22/2025	12.50	150.00	1,875.00
Administrative Support				
Blair, Shelley	2/1/2025	.75	110.00	82.50
Blair, Shelley	2/8/2025	1.25	110.00	137.50
Blair, Shelley	2/15/2025	2.00	110.00	220.00
Blair, Shelley	2/22/2025	1.75	110.00	192.50
Totals		22.25		3,370.00

Total Labor 3,370.00

Billing Limits	Current	Prior	To-Date
Total Billings	3,370.00	41,061.50	44,431.50
Limit			45,000.00
Remaining			568.50

			Total this Phase	\$3,370.00

Phase	XP	Expenses	Total this Phase	0.00
			Total This Invoice	<u>\$3,370.00</u>

Outstanding Invoices

Number	Date	Balance
217501	1/3/2025	2,000.00
217974	1/30/2025	2,437.50
Total		4,437.50

Total Now Due	\$7,807.50
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Ernesto Torres
Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

February 26, 2025

Invoice No: 218453

Total This Invoice	\$150.00
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Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

Professional Services rendered through February 22, 2025

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Engineering Intern					
Horrell, Nicholas	2/1/2025		1.00	150.00	150.00
Totals			1.00		150.00
Total Labor					150.00

Billing Limits

	Current	Prior	To-Date
Total Billings	150.00	76,908.00	77,058.00
Limit			80,000.00
Remaining			2,942.00

Total this Phase	\$150.00
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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
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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
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Phase 04 Reimbursable Expenses

Total this Phase	0.00
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Total This Invoice	\$150.00
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Outstanding Invoices

Number	Date	Balance
217546	1/3/2025	773.00
217987	1/30/2025	100.00
Total		873.00

Total Now Due	\$1,023.00
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2023 ACQUISITION AND CONSTRUCTION No 87 - ETM (Feb 2025)

Final Audit Report

2025-03-12

Created:	2025-03-11
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAALTJF6Wzmd123B-Empzlpz3kFx12nEyuh

"2023 ACQUISITION AND CONSTRUCTION No 87 - ETM (Feb 2025)" History

-  Document created by Shelley Blair (blairs@etmnc.com)
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-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2025-03-12 - 2:59:13 AM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2025-03-12 - 2:59:28 AM GMT - Time Source: server
-  Agreement completed.
2025-03-12 - 2:59:28 AM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA AIII

**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: **88**
- (2) Name of Payee pursuant to Acquisition Agreement:

**BrightView Landscape Services, Inc.
PO Box 740655
Atlanta, GA 30374-0655**

- (3) Amount Payable: **\$ 126,669.74**
- (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):

Phase 10 Landscape and Irrigation - Invoice 9274551	\$ 44,850.53
Phase 10 Landscape and Irrigation - Invoice 9274561	\$ 81,819.21
TOTAL REQUISITION	\$ 126,669.74

- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

[],
CONSULTING ENGINEER

INVOICE

BrightView

Landscape Services

Sold To: 26947286
Three Rivers CDD
2300 Glades Rd Ste 410W
Boca Raton FL 33431

Customer #: 26947286
Invoice #: 9274551
Invoice Date: 2/26/2025
Sales Order: 8605788
Cust PO #:

Project Name: Phase10: Tributary: Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (LC-06)

Project Description: Tributary: Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (Revised 1.10.25)

(Phase 1)

Job Number	Description	Amount
346100639	Three Rivers CDD LC 06:	44,850.53
Total Invoice Amount		44,850.53
Taxable Amount		
Tax Amount		
Balance Due		44,850.53

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 26947286
Invoice #: 9274551
Invoice Date: 2/26/2025

Amount Due: \$ 44,850.53

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Three Rivers CDD
2300 Glades Rd Ste 410W
Boca Raton FL 33431

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



February 26, 2025

Page 1 of 3

Proposal for Extra Work at Three Rivers CDD

Property Name Three Rivers CDD
Property Address 76183 Tributary Dr
Yulee, FL 32097

Contact Nicholas McKenna
To Three Rivers CDD
Billing Address 2300 Glades Rd Ste 410W
Boca Raton, FL 33431

Project Name Phase10 Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO 21-131) (LC-06)

Project Description Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO 21-131)
(Revised 1.10.25) (Phase 1)

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	LC-06	\$44,850.53	\$44,850.53

For internal use only

SO# 8605788
JOB# 346100639
Service Line 130

Total Price \$44,850.53

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

INVOICE

BrightView

Landscape Services

Sold To: 26947286
Three Rivers CDD
2300 Glades Rd Ste 410W
Boca Raton FL 33431

Customer #: 26947286
Invoice #: 9274561
Invoice Date: 2/26/2025
Sales Order: 8592998
Cust PO #:

Project Name: Phase10: Tributary: Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (LC-05)

Project Description: Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (LC-05)

Job Number	Description	Qty	UM	Unit Price	Amount
346100639	Three Rivers CDD LC-05:	1.000	EA	81819.21	81,819.21
Total Invoice Amount					81,819.21
Taxable Amount					81,819.21
Tax Amount					
Balance Due					81,819.21

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 26947286
Invoice #: 9274561
Invoice Date: 2/26/2025

Amount Due: \$ 81,819.21

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Three Rivers CDD
2300 Glades Rd Ste 410W
Boca Raton FL 33431

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Proposal for Extra Work at Three Rivers CDD

Property Name Three Rivers CDD
Property Address 76183 Tributary Dr
 Yulee, FL 32097

Contact Chris Hill
To Three Rivers CDD
Billing Address 2300 Glades Rd Ste 410W
 Boca Raton FL 33431

Project Name Phase10: Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (LC-05)

Project Description Landscape and Irrigation Based on Plans (LC-00 ETM NO 21-131) (LC-05)

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1 00	EACH	LC-05.	\$81,819.21	\$81,819.21

For internal use only

SO# 8592998
JOB# 346100639
Service Line 130

Total Price \$81,819.21

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court Jacksonville FL 32256 ph (904) 292-0716 fax (904) 292-1014






2023 ACQUISITION AND CONSTRUCTION 88 - Brightview

Final Audit Report

2025-03-18

Created:	2025-03-18
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAId7_sTee4wAAGWoLnE0T__wMS807SK7M

"2023 ACQUISITION AND CONSTRUCTION 88 - Brightview" History

-  Document created by Shelley Blair (blairs@etmnc.com)
2025-03-18 - 5:02:59 PM GMT
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2025-03-18 - 5:03:04 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2025-03-18 - 6:46:42 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2025-03-18 - 6:47:30 PM GMT - Time Source: server
-  Agreement completed.
2025-03-18 - 6:47:30 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA AIV

**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: **91**

(2) Name of Payee pursuant to Acquisition Agreement:

**BrightView Landscape Services, Inc.
PO Box 740655
Atlanta, GA 30374-0655**

(3) Amount Payable: **\$ 95,237.35**

(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):

Phase 10 Landscape and Irrigation - Invoice 9309344

(5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023

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

The undersigned hereby certifies that:

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

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

[],
CONSULTING ENGINEER

INVOICE

BrightView

Landscape Services

Sold To: 26947286
Three Rivers CDD
2300 Glades Rd Ste 410W
Boca Raton FL 33431

Customer #: 26947286
Invoice #: 9309344
Invoice Date: 3/27/2025
Sales Order: 8605795
Cust PO #:

Project Name: Phase10: Tributary: Landscape and Irrigation Based on Plans (LC 00 ETM NO. 21-131) (LC-07/08)

Project Description: Tributary: Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (Revised 1.10.25)

(Phase 1)					
Job Number	Description	Qty	UM	Unit Price	Amount
346100639	Three Rivers CDD				
	LC-07:	1 000	EA	47125.14	47,125.14
	LC-08:	1 000	EA	48112.21	48,112.21
Total Invoice Amount					95,237.35
Taxable Amount					95,237.35
Tax Amount					
Balance Due					95,237.35

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 26947286
Invoice #: 9309344
Invoice Date: 3/27/2025

Amount Due: \$ 95,237.35

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Three Rivers CDD
2300 Glades Rd Ste 410W
Boca Raton FL 33431

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

Proposal for Extra Work at Three Rivers CDD

Property Name Three Rivers CDD
Property Address 76183 Tributary Dr
Yulee, FL 32097

Contact Nicholas McKenna
To Three Rivers CDD
Billing Address 2300 Glades Rd Ste 410W
Boca Raton, FL 33431

Project Name Phase10: Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO 21-131) (LC-07/08)

Project Description Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO 21-131)
(Revised 1.10.25) (Phase 1)

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
LC-07:			Subtotal	\$47,125.14
1.00	LUMP SUM	Prep area by tightly grading area before installing new plants. Deep edge any hardscapes or bedlines. Remove any debris from site. Dispatching of crew for project. (Fine Grading Only)	\$5 662.24	\$5 662.24
3.00	EACH	Eagleston Holly (12-14' Ht/5' spread min/ 3" Cal) - Installed (Clear Trunk) (IE)	\$893.73	\$2,681.20
1.00	EACH	American Sycamore (10-12' Ht/5' spread min/ 3" Cal) - Installed (PO)	\$701.04	\$701.04
1.00	EACH	Red Maple (14' Ht/6' spread min/ 3" Cal) - Installed (AR-3)	\$893.80	\$893.80
5.00	EACH	Tree Straps/Staking for all Trees	\$99.62	\$498.08
213.00	EACH	Pink Muhly (1 gal) - Installed (MCA)	\$8.50	\$1,811.46
152.00	EACH	Sand Cord Grass (1 gal) - Installed (SBA)	\$11.10	\$1,686.90
14 850.00	SQUARE FEET	St Augustine Sod- Installed (Rounded Up to Nearest Pallet) (14605sqft)	\$0.62	\$9,212.94
46.00	EACH	Pine Straw Mulch - Installed	\$10.69	\$491.60
2.00	CUBIC YARD	Soil - Installed (For new trees)	\$134.58	\$269.17
11.00	CUBIC YARD	Soil - Installed (For Shrubs)	\$134.58	\$1,480.37
1.00	EACH	Delivery of all Plant Material	\$325.76	\$325.76
1.00	LUMP SUM	Irrigation Installation	\$21,410.58	\$21,410.58
LC-08:			Subtotal	\$48,112.21
1.00	LUMP SUM	Prep area by tightly grading area before installing new plants. Deep edge any hardscapes or bedlines. Remove any debris from site. Dispatching of crew for project. (Fine Grading Only)	\$6,339.25	\$6,339.25
3.00	EACH	Eagleston Holly (12-14' Ht/5' spread min/ 3" Cal) - Installed (Clear Trunk) (IE)	\$893.73	\$2,681.20
1.00	EACH	American Sycamore (10-12' Ht/5' spread min/ 3" Cal) - Installed (PO)	\$701.04	\$701.04
13.00	EACH	Southern Red Cedar (8-10' Ht/4-5' spread min/ 3" Cal) - Installed (JS)	\$689.63	\$8,965.13
17.00	EACH	Tree Straps/Staking for all Trees	\$99.62	\$1 693.48

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph : (904) 292-0716 fax : (904) 292-1014

Proposal for Extra Work at Three Rivers CDD

61.00	EACH	Ms Schillers Delight Walters Viburnum (24" Ht x 24" spread min) - Installed (VOS)	\$44.38	\$2,707.14
9 900.00	SQUARE FEET	St Augustine Sod- Installed (Rounded Up to Nearest Pallet) (9670sqft)	\$0.62	\$6,141.96
2,400.00	SQUARE FEET	Bahia Sod - Installed (Rounded Up to Nearest Pallet) (2051sqft)	\$0.59	\$1,425.60
15.00	EACH	Pine Straw Mulch - Installed	\$10.69	\$160.31
4.00	CUBIC YARD	Soil - Installed (For new trees)	\$134.58	\$538.33
2.00	CUBIC YARD	Soil - Installed (For Shrubs)	\$134.58	\$269.16
1.00	EACH	Delivery of all Plant Material	\$641.82	\$641.82
1 00	LUMP SUM	Irrigation Installation	\$15,847.79	\$15,847.79

For Internal use only

SO# 8605795
JOB# 346100639
Service Line 130

Total Price \$95,237.35

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court Jacksonville, FL 32244 ph: (904) 292-0716 fax: (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions (i.e., earthquake, etc.) and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic health-related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Assistant Development Manager

Signature

Title

Nicholas McKenna

March 25, 2025

Printed Name

Signature

BrightView Landscape Services, Inc. "Contractor"

Enhancement Manager

Signature

Title

James Chadwick Knight

March 25, 2025

Printed Name

Signature

Job #

346100639

SO #:

8605795

Proposed Price:

\$95,237.35

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

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

THIS AGREEMENT ("Agreement") is made and entered into this 24 day of JANUARY, 2025, by and between:

Three Rivers Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Nassau County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

BRIGHTVIEW LANDSCAPE SERVICES, INC., a Florida corporation, with an address of 11530 Davis Creek Court, Jacksonville, Florida 32256 ("Contractor," together with District, "Parties").

RECITALS

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

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

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

WHEREAS, Contractor represents that it is qualified to provide landscape installation services and has agreed to provide to the District those services identified in **Exhibit A**, which includes the scope of services and plans, and is attached hereto and incorporated by reference herein ("Services"); and

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

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape installation services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement and **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

SECTION 3. SCOPE OF LANDSCAPE INSTALLATION SERVICES. The Contractor will provide landscape installation services for certain lands within the District, specifically identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill, and labor necessary for the Services as described in **Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

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

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information,

interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

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

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

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. The District agrees to pay Contractor Two Hundred Twenty One Thousand Nine Hundred Seven Dollars and Nine Cents (\$221,907.09) for the Services as identified in **Exhibit A**. The District shall provide payment upon completion of the Services and within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. Additionally, for any services not included in the Contract Amount, and only after applying the provisions of Sections 5.b. and 5.d. below, the District agrees to pay Contractor pursuant to Section 5.d. below for such actual services rendered using the pricing specified in **Exhibit A**. All additional work or services, and related compensation, shall be governed by Section 5.b. of this Agreement.

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

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

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

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

SECTION 4. INSURANCE.

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

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

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

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

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

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such

agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 7. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 10. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 11. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.

SECTION 12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 13. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 14. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 15. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 16. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

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

B. If to the Contractor: Brightview Landscape Services, Inc.
11530 Davis Creek Court
Jacksonville, Florida 32256
Attn: _____

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

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Nassau County, Florida.

SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such

counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

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

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

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

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

[CONTINUED ON FOLLOWING PAGE]

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: Rodney G. Hicks
Its: SENIOR BRANCH MANGER

Exhibit A: Proposals and Plans

Exhibit A



January 13, 2025
Page 1 of 4

Proposal for Extra Work at Phase 10: Tributary: Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (LC-05/06/07/08)

Property Name: Phase 10 Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (LC-05/06/07/08)
Contact: Chris Hill
Property Address: 76183 Tributary Dr Yulee, FL 32097
To: GreenPointe Developers, LLC
Billing Address: 76183 Tributary Dr Yulee, FL 32097
Project Name: Phase 10 Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (LC-05/06/07/08)
Project Description: Tributary Landscape and Irrigation Based on Plans (LC-00 ETM NO. 21-131) (Revised 11/02/25) (Phase 1)

Scope of Work

QTY	Unit/Size	Material/Description	Unit Price	Total
LC-05:			Subtotal	\$81,619.21
1.00	LUMP SUM	Prep area by lightly grading area before installing new plants. Deep edge any hardscapes or borders. Remove any debris from site. Dispatching of crew for project. (Fine Grading Only)	\$11,078.30	\$11,078.30
12.00	EACH	White Standard Trunk Crape Myrtle (14' 16" H, 6" spread min, 6" Cal. Multi Trunk) Installed (N)	\$475.98	\$5,711.76
10.00	EACH	Southern Magnolia (16' 14" H, 6" spread min, 4" Cal. Installed (MG-4)	\$1,091.22	\$10,912.17
3.00	EACH	Fragrant Holly (12' 14" H, 5" spread min, 3" Cal. Installed (Clear Trunk) (IE)	\$693.78	\$2,081.36
25.00	EACH	Tree Straps/Staking for all Trees	\$99.62	\$2,490.47
230.00	EACH	Pink Mulch (1 gal) Installed (MCA)	\$8.50	\$1,958.04
44.00	EACH	Sand Core Grass (1 gal) - (related to SBA)	\$11.10	\$488.33
17,550.00	SQUARE FEET	St. Augustine Sod - Installed (Rounded Up to Nearest Pallet) (17309sqft)	\$0.62	\$10,686.02
3,600.00	SQUARE FEET	Bahia Sod - Installed (Rounded Up to Nearest Pallet) (3222sqft)	\$0.59	\$2,136.40
97.00	EACH	Pine Straw Mulch - Installed	\$10.69	\$1,036.67
1.00	CUBIC YARD	Soil - Installed (For new trees)	\$134.59	\$134.59
6.00	CUBIC YARD	Soil - Installed (For Shrubs)	\$134.58	\$807.36
1.00	EACH	Delivery of all Plant Material	\$1,550.55	\$1,550.55
1.00	LUMP SUM	Irrigation Installation	\$29,406.72	\$29,406.72
LC-06:			Subtotal	\$44,858.53
1.00	LUMP SUM	Prep area by lightly grading area before installing new plants. Deep edge any hardscapes or borders. Remove any debris from site. Dispatching of crew for project. (Fine Grading Only)	\$4,823.89	\$4,823.89

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President.
11130 Davis Road, Suite 100, Jacksonville, FL 32226 | Phone: 904-260-2716 | Fax: 904-260-2016



**Proposal for Extra Work at
Phase 10: Tributary: Landscape and Irrigation Based on Plans (LC-00
ETM NO. 21-131) (LC-05/06/07/08)**

12.00	EACH	White Standard Trunk, Orange Myrtle (14' 16' 18' 6' spread min/ 6" Calb Multi Trunk) - Installed (LTM)	\$475.98	\$5,711.76
8.00	EACH	Eagleston Holly (12' 14' 16' 5' spread min/ 3" Cal) Installed (Clear Trunk) (IE)	\$893.76	\$7,150.08
20.00	EACH	Tree Straps/Staking for all Trees	\$59.62	\$1,192.32
253.00	EACH	Pink Mulch (1 gal) - Installed (MCA)	\$8.50	\$2,151.84
4,900.00	SQUARE FEET	St Augustine Sod - Installed (Rounded Up to Nearest Pallet) (9565sqft)	\$0.62	\$3,041.80
4.00	EACH	Pine Straw Mulch - Installed	\$10.69	\$43.56
3.00	CUBIC YARD	Soil - Installed (For new trees)	\$134.58	\$403.75
7.00	CUBIC YARD	Soil - Installed (For Shrubs)	\$134.58	\$942.06
1.00	EACH	Delivery of all Plant Material	\$1,550.55	\$1,550.55
1.00	LUMP SUM	Irrigation Installation	\$13,444.55	\$13,444.55
LC-07:			Subtotal	\$47,128.44
1.00	LUMP SUM	Prep area by lightly grading area before installing new plants. Deep edge any hardscapes or bedlines. Remove any debris from site. Dispatching of crew for project. (Fine Grading Only)	\$8,862.24	\$8,862.24
3.00	EACH	Eagleston Holly (12' 14' 16' 5' spread min/ 3" Cal) Installed (Clear Trunk) (IE)	\$893.73	\$2,681.20
1.00	EACH	American Sycamore (10' 12' 14' 5' spread min/ 3" Cal) Installed (PO)	\$701.04	\$701.04
1.00	EACH	Red Maple (14' 16' 5' spread min/ 3" Cal) - Installed (AR 3)	\$893.80	\$893.80
5.00	EACH	Tree Straps/Staking for all Trees	\$59.62	\$298.08
213.00	EACH	Pink Mulch (1 gal) - Installed (MCA)	\$8.50	\$1,811.46
152.00	EACH	Sand and Grass (1 gal) - Installed (S&G)	\$11.10	\$1,686.90
14,850.00	SQUARE FEET	St Augustine Sod - Installed (Rounded Up to Nearest Pallet) (14605sqft)	\$0.62	\$9,212.94
46.00	EACH	Pine Straw Mulch - Installed	\$10.69	\$491.60
2.00	CUBIC YARD	Soil - Installed (For new trees)	\$134.58	\$269.17
11.00	CUBIC YARD	Soil - Installed (For Shrubs)	\$134.58	\$1,480.37
1.00	EACH	Delivery of all Plant Material	\$325.76	\$325.76
1.00	LUMP SUM	Irrigation Installation	\$21,410.58	\$21,410.58
LC-08			Subtotal	\$48,112.21
1.00	LUMP SUM	Prep area by lightly grading area before installing new plants. Deep edge any hardscapes or bedlines. Remove any debris from site. Dispatching of crew for project. (Fine Grading Only)	\$6,339.25	\$6,339.25
3.00	EACH	Eagleston Holly (12' 14' 16' 5' spread min/ 3" Cal) - Installed (Clear Trunk) (IE)	\$893.73	\$2,681.20
1.00	EACH	American Sycamore (10' 12' 14' 5' spread min/ 3" Cal) - Installed (PO)	\$701.04	\$701.04

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by BrightView. Payment due 15 days after completion of work. Payment due 15 days after completion of work. Payment due 15 days after completion of work.



**Proposal for Extra Work at
Phase 10: Tributary: Landscape and Irrigation Based on Plans (LC-00
ETM NO. 21-131) (LC-05/06/07/08)**

13.00	EACH	Southern Red Cedar (8-10" Hx4-5' spread max) 3" Cal. - Installed (JS)	\$889.63	\$11,965.13
17.00	EACH	Tree Straps/Staking for all Trees	\$89.62	\$1,593.48
61.00	EACH	Mr. Schiers Delight Walters Viburnum (24" H x 24" spread max) - Installed (VOS)	\$44.38	\$2,707.14
9,900.00	SQUARE FEET	St Augustine Sod - Installed (Rounded Up to Nearest Pallet) (9870 sqft)	\$3.62	\$3,141.96
2,400.00	SQUARE FEET	Bahia Sod - Installed (Rounded Up to Nearest Pallet) (2051 sqft)	\$3.59	\$1,475.60
15.00	EACH	Pine Straw Mulk - Installed	\$10.69	\$160.35
4.00	CUBIC YARD	Soil - Installed (For new trees)	\$134.58	\$538.33
2.00	CUBIC YARD	Soil - Installed (For Shrubs)	\$134.58	\$269.16
1.00	EACH	Delivery of all Plant Material	\$641.82	\$641.82
1.00	LUMP SUM	Irrigation Installation	\$15,847.79	\$15,847.79

For Internal use only

SOF 8584696
JOB# 346100000
Service Line 130

Total Price \$221,907.09

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Central Florida Senior Vice President
11100 Lake Creek Court, Lake Nona, FL 32259, phone 407.296.5110 fax 407.296.5114

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements
- This Proposal is based on non-prevailing wage and non-union labor rates
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing
- BrightView is not responsible for unmarked private utilities
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking etc. in public areas
- The owner shall be responsible for identifying and marking all underground utilities within in the work site
- BrightView shall accept no responsibility for damage to any unmarked underground utilities

Scope of Work/ Project Specifications

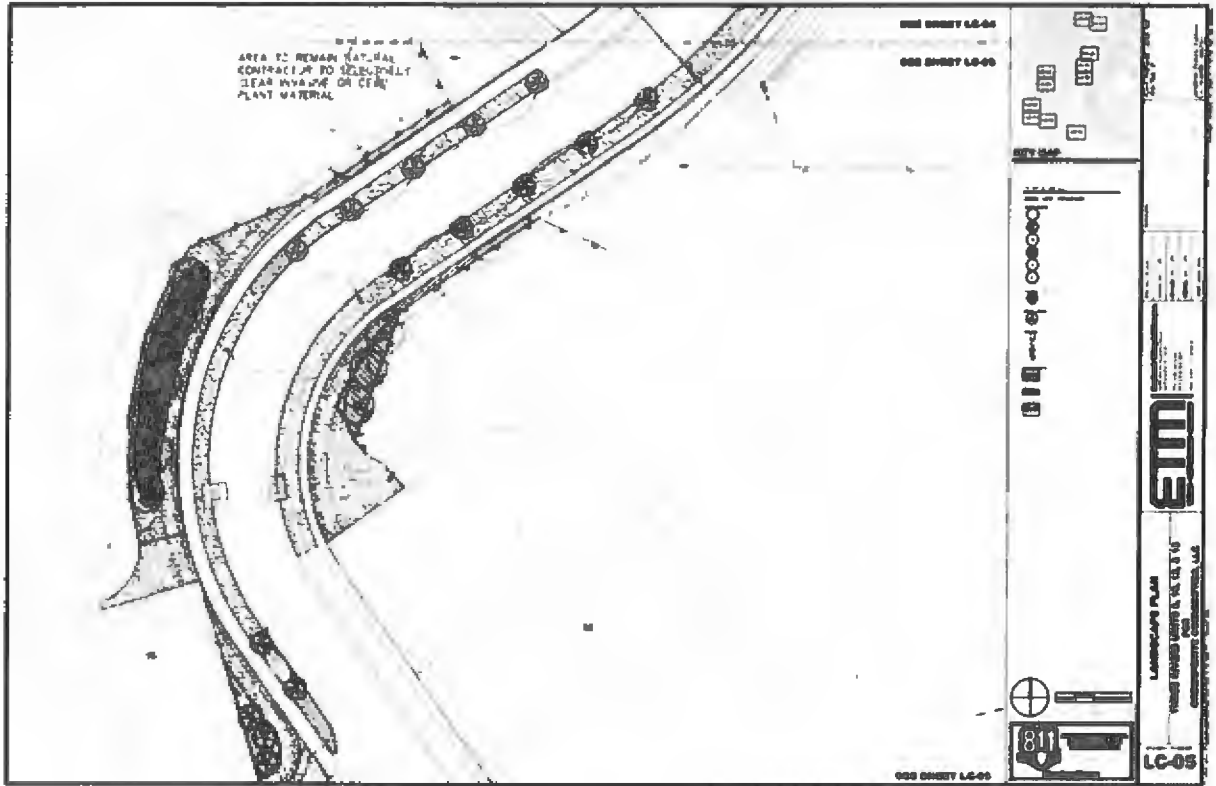
- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spots to be used on-site
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of those penetrations, etc. to be by others
- Waterproofing, protection boards, and lepping slabs shall be completed, in place and tested by others prior to mobilization
- Specified plant materials are subject to availability at the time of construction

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year
- Warranty does not extend beyond the natural life cycle of the plant material (E.G. annual color, perennials, biennials, etc.)





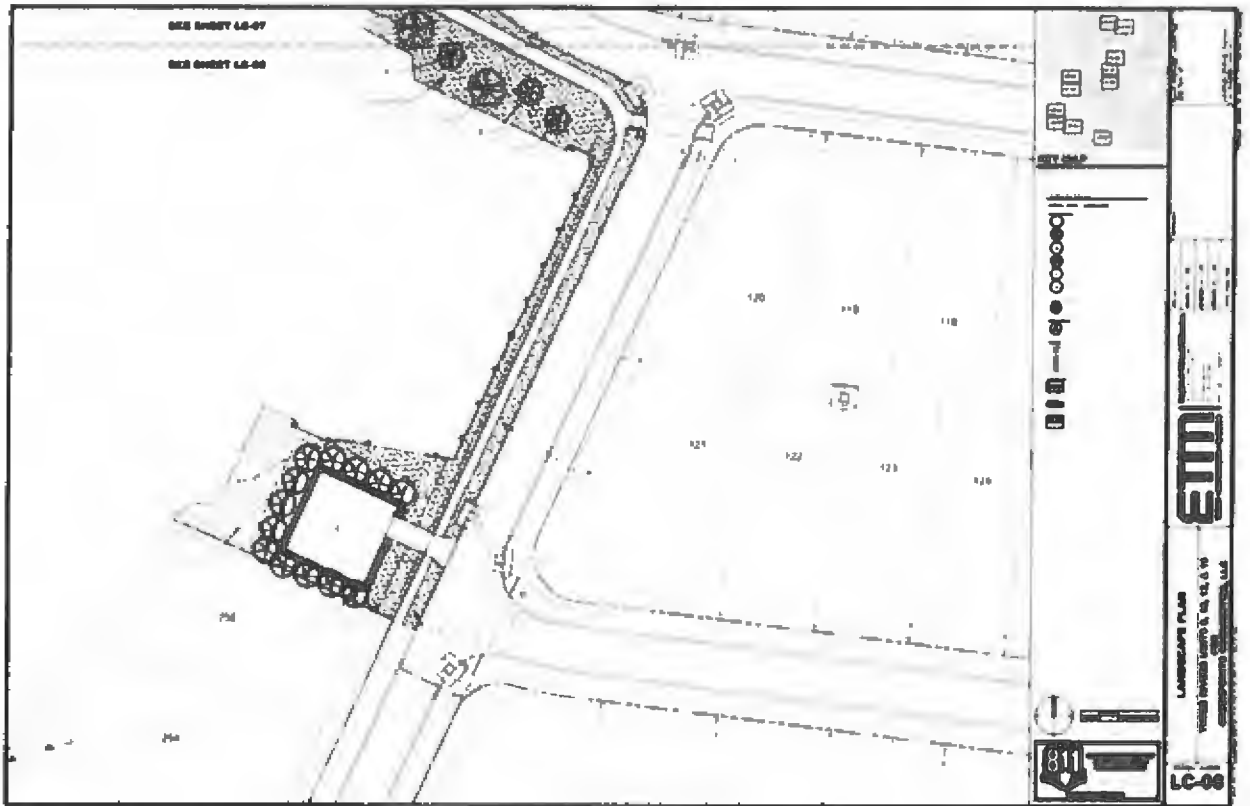
SEE SHEET LC-05

SEE SHEET LC-06

LANDSCAPE PLAN

1" = 100'

LC-06



2023 ACQUISITION AND CONSTRUCTION 91 - Brightview

Final Audit Report

2025-04-07

Created:	2025-04-07
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK5oQlbuNwBPAn0rIFxBelsTWoheOsyen

"2023 ACQUISITION AND CONSTRUCTION 91 - Brightview" History



Document created by Shelley Blair (blairs@etmnc.com)

2025-04-07 - 6:31:07 PM GMT



Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature

2025-04-07 - 6:31:14 PM GMT



Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)

2025-04-07 - 6:50:12 PM GMT



Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)

Signature Date: 2025-04-07 - 6:50:27 PM GMT - Time Source: server



Agreement completed.

2025-04-07 - 6:50:27 PM GMT



Adobe Acrobat Sign

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA AV

**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: **92**

(2) Name of Payee pursuant to Acquisition Agreement:

**Gemini Engineering & Sciences, Inc.
12926 Gran Bay Parkway West, Suite 210
Jacksonville, Florida 32258**

(3) Amount Payable: **\$ 8,860.00**

(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):

LOMR services on Tributary Units 8, 10 & 15 - Invoice 25505-02rev

(5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023

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

The undersigned hereby certifies that:

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

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

[],
CONSULTING ENGINEER

INVOICE



Please Remit To:

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

Invoice Date: March 31, 2025
Invoice No: 25005 - 02rev
Project No: 25005
Project Name: **Tributary Units
8, 10, and 15 LOMR**

Three Rivers Community Development District
Mr. Joe Cornelison
Development Manager
7807 Baymeadows Road East, Suite 205
Jacksonville, Florida 32256

For professional services rendered through March 31, 2025.

Task Description	Task Fee	% Complete	Previously Invoiced	Current Invoice Amount
Tasks 1-2 (Post-Project Conditions Modeling)	\$11,800	100.00%	\$ 11,800.00	\$ -
Task 3 (Mapping)	\$3,600	100.00%	\$ 3,240.00	\$ 360.00
Task 4 (LOMR)	\$8,500	100.00%	\$ -	\$ 8,500.00
Task 5 (LOMR Reporting)	\$6,500	0.00%	\$ -	\$ -

TOTAL FEE EARNED	\$	23,900.00
LESS PREVIOUS BILLINGS	\$	15,040.00
Amount Due This Invoice	\$	8,860.00

Notes:

- Mapping complete
- LOMR submitted


Jeffrey T. Stevens, Project Manager

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.






2023 ACQUISITION AND CONSTRUCTION 92 - Gemini

Final Audit Report

2025-04-09

Created:	2025-04-08
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAx5u85MrB14bJJeSyh4EylahUSEAJuPz

"2023 ACQUISITION AND CONSTRUCTION 92 - Gemini" History

-  Document created by Shelley Blair (blairs@etminc.com)
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2025-04-09 - 12:17:34 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2025-04-09 - 12:17:52 PM GMT - Time Source: server
-  Agreement completed.
2025-04-09 - 12:17:52 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA AVI

**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: **93**

(2) Name of Payee pursuant to Acquisition Agreement:

**Onsight Industries, LLC
900 Central Park Drive
Sandford, FL 32771**

(3) Amount Payable: **\$ 2,056.25**

(4) Purpose for which paid or incurred (refer also to specific contract if amount is due **and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable**):

Tributary Unit 15 Mail Kiosk Signage- Invoices 419897 & 420969

(5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023

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

The undersigned hereby certifies that:

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

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

[],
CONSULTING ENGINEER



Invoice

Invoice No.: 419897
Invoice Date: 9/10/2024
Payment Terms: DUE UPON RECEIPT
Order No: W000380206
Ordered By: MICHAEL MOLINEAUX
Purchase Order:
Salesperson: LEE KENNERLY

THREE RIVERS CDD
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431 FL 33431

Location: TRIBUTARY
YULEE FL 32097

Project Name: PARKING SIGNS

No	Item	Description	Quantity	Unit Price	Net Price
1	M001819	ITEM-STREET SIGNAGE-M001819 STREET SIGNAGE CUSTOM 5 MINUTE PARKING SIGN	1.000	508.75	508.75
2	M001819	ITEM-STREET SIGNAGE-M001819 STREET SIGNAGE CUSTOM HANDICAP W/ FINE RIDER COMBO	1.000	562.50	562.50
3	L002148	LABOR/INSTALL JACKSONVILLE LOCAL 45+ LABOR / INSTALLATION INSTALL JACKSONVILLE LOCAL 45+	1.000	435.00	435.00

Remit To:
ONSIGHT INDUSTRIES, LLC
900 CENTRAL PARK DR
SANFORD FL 32771
407-830-8861

Sales Amount	1,506.25
Sales Tax	0.00
Prepaid Amount	0.00
Total	1,506.25

Customer:
THREE RIVERS CDD
2300 GLADES ROAD, SUITE 410W
BOCA RATON, FLORIDA 33431 FL 33431

Location:
TRIBUTARY
YULEE FL 32097

Invoice No.: 420969
Invoice Date: 9/27/2024
Payment Terms:
Order No: W000369192
Ordered By:
Purchase Order:
Salesperson: DANIEL KRISTOFF

Project Name: UNIT 15: (54)

No.	Item	Description	Quantity	Unit Price	Net Price
2	L002147	LABOR/INSTALL JACKSONVILLE LOCAL 30-45	1.000	550.00	550.00
LABOR / INSTALLATION INSTALL JACKSONVILLE LOCAL 30-45					

Remit To:
ONSIGHT INDUSTRIES, LLC
900 CENTRAL PARK DR
SANFORD FL 32771
407-830-8861



Sales Amount: 550.00
Sales Tax: 0.00
Prepaid Amount: 0.00
Total: 550.00






2023 ACQUISITION AND CONSTRUCTION 93 Onsight

Final Audit Report

2025-04-11

Created:	2025-04-11
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmvKqK6Xl8xITf4QS-8MTDAKmZLayevc

"2023 ACQUISITION AND CONSTRUCTION 93 Onsight" History

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-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2025-04-11 - 12:38:53 PM GMT - Time Source: server
-  Agreement completed.
2025-04-11 - 12:38:53 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA AVII

**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: **94**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
[REDACTED]
Jacksonville, FL
[REDACTED]
- (3) Amount Payable: **\$ 23,782.76**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Invoice 218907 (March 2025) Tributary Unit 12 and 13 (WA#11, Amendment 2)	\$ 14,420.26
Invoice 218916 (March 2025) Master Site Planning (WA#7)	\$ 8,087.50
Invoice 218927 (March 2025) Unit 10 CEI Services (WA#15)	<u>\$ 1,275.00</u>
TOTAL REQUISITION	\$ 23,782.76

- (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;

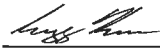
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost 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.

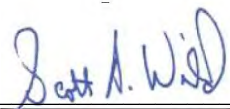
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

April 02, 2025

Invoice No: 218907

Total This Invoice \$14,420.26

Project 21131.01000 Tributary Unit 12 and 13 WA #11 Amed #2

Professional Services rendered through March 29, 2025

Phase 01. Preliminary Engineering /Mass Grading

	Fee	Percent Complete	Earned	Current Billing
1.Preliminary Engineering/Mass Grading				
1.Stormwater Modeling & Calculations	13,900.00	90.00	12,510.00	2,085.00
2.Final Mass Grading Eng./Const. Docs.	15,100.00	90.00	13,590.00	6,040.00
3.1.Permitting-Nassau County	7,400.00	50.00	3,700.00	0.00
3.2.Permitting-SJRWMD ERP	14,900.00	75.00	11,175.00	0.00
4.Final Development Plan (Unit 12)	17,350.00	95.00	16,482.50	0.00
5.Final Development Plan (Unit 13)	17,350.00	95.00	16,482.50	0.00
Total Fee	86,000.00		73,940.00	8,125.00
Total Fee				8,125.00
Total this Phase				\$8,125.00

Phase 01.1. Site Plan Revisions

Billing Limits	Current	Prior	To-Date
Labor	0.00	3,500.00	3,500.00
Limit			3,500.00
Total this Phase			0.00

Phase 02. Construction Document Preparation

	Fee	Percent Complete	Earned	Current Billing
2.Construction Document Preparation				
7.Final Subdivision Const. Documents	71,250.00	95.00	67,687.50	3,562.50
8.Sanitary Sewer Pump Station Design	21,500.00	95.00	20,425.00	1,075.00
9.Code Minimum Landscape Plan	6,300.00	95.00	5,985.00	315.00
11.Electric Design Coordination	6,400.00	0.00	0.00	0.00
Total Fee	105,450.00		94,097.50	4,952.50
Total Fee				4,952.50

Total this Phase \$4,952.50

Phase 02.1. Regulatory Permitting

Fee	Percent Complete	Earned	Current Billing
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2.1.Regulatory Permitting

1.Nassau County Const. Plan Review	10,500.00	50.00	5,250.00	0.00
2.JEA Utility Plan Review	7,500.00	50.00	3,750.00	0.00
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		9,000.00	0.00
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Total Fee 0.00

Total this Phase 0.00

Phase 03. Project Management

Labor

Hours	Rate	Amount
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Vice President		
Katsaras, George	3/1/2025	.50 295.00 147.50
Katsaras, George	3/22/2025	3.00 295.00 885.00
Katsaras, George	3/29/2025	1.00 295.00 295.00
Senior Engineer/Senior Project Manager		
Wild, Scott	3/1/2025	1.00 255.00 255.00
Sr. Planner/Planning Manager		
Dendor, Casey	3/1/2025	1.50 225.00 337.50
Dendor, Casey	3/15/2025	3.25 225.00 731.25
Dendor, Casey	3/29/2025	.75 225.00 168.75
Sr. Landscape Architect		
Korman, Jon	3/29/2025	3.00 215.00 645.00
Totals		14.00 3,465.00

Total Labor 3,465.00

Billing Limits	Current	Prior	To-Date
Labor	3,465.00	13,732.75	17,197.75
Limit			15,000.00

Adjustment -2,197.75

Total this Phase \$1,267.25

Phase XP. Expenses

Expenses

Mileage			65.66	
Total Expenses		1.15 times	65.66	75.51

Total this Phase \$75.51

Total This Invoice	<u>\$14,420.26</u>
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Outstanding Invoices

Number	Date	Balance
218433	2/26/2025	20,685.75
Total		20,685.75

Total Now Due	\$35,106.01
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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

April 02, 2025

Invoice No: 218916

Total This Invoice \$8,087.50

Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING

Professional Services rendered through March 29, 2025

Phase 01 Master Site Planning

Labor

			Hours	Rate	Amount
Engineering Intern					
Horrell, Nicholas	3/1/2025		14.50	150.00	2,175.00
Horrell, Nicholas	3/8/2025		13.75	150.00	2,062.50
Horrell, Nicholas	3/22/2025		7.50	150.00	1,125.00
Horrell, Nicholas	3/29/2025		4.00	150.00	600.00
Totals			39.75		5,962.50
Total Labor					5,962.50

Billing Limits

	Current	Prior	To-Date
Total Billings	5,962.50	34,944.75	40,907.25
Limit			45,000.00
Remaining			4,092.75

Total this Phase \$5,962.50

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
Senior Engineer/Senior Project Manager					
Wild, Scott	3/8/2025		1.00	255.00	255.00
Wild, Scott	3/22/2025		1.00	255.00	255.00
Engineering Intern					
Horrell, Nicholas	3/1/2025		1.00	150.00	150.00
Horrell, Nicholas	3/8/2025		3.00	150.00	450.00
Horrell, Nicholas	3/22/2025		2.00	150.00	300.00

Project	22121.00000	Three Rivers CDD - (WA#7) MASTER SITE P	Invoice	218916
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Administrative Support

Blair, Shelley	3/1/2025	.50	110.00	55.00
Blair, Shelley	3/15/2025	1.00	110.00	110.00
Blair, Shelley	3/22/2025	3.75	110.00	412.50
Blair, Shelley	3/29/2025	1.25	110.00	137.50

Totals		14.50		2,125.00
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Total Labor				2,125.00
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Billing Limits

	Current	Prior	To-Date
Total Billings	2,125.00	44,431.50	46,556.50
Limit			55,000.00
Remaining			8,443.50

Total this Phase	\$2,125.00
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Phase XP Expenses

Total this Phase	0.00
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Total This Invoice	\$8,087.50
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Outstanding Invoices

Number	Date	Balance
218442	2/26/2025	3,370.00
Total		3,370.00

Total Now Due	\$11,457.50
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Ernesto Torres
Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

April 02, 2025

Invoice No: 218927

Total This Invoice	\$1,275.00
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Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

Professional Services rendered through March 29, 2025

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Senior Engineer/Senior Project Manager					
Milligan, Neal	3/15/2025		2.00	255.00	510.00
Milligan, Neal	3/22/2025		3.00	255.00	765.00
Totals			5.00		1,275.00
Total Labor					1,275.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,275.00	77,058.00	78,333.00
Limit			80,000.00
Remaining			1,667.00

Total this Phase	\$1,275.00
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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
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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
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Phase 04 Reimbursable Expenses

Total this Phase	0.00
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Total This Invoice	\$1,275.00
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Outstanding Invoices

Number	Date	Balance
218453	2/26/2025	150.00
Total		150.00

Total Now Due	\$1,425.00
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2023 ACQUISITION AND CONSTRUCTION 94-ETM (March 2025)

Final Audit Report

2025-04-11

Created:	2025-04-11
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_h1ZXCF1aUfhZOFZYrkuRwE95BL_5q

"2023 ACQUISITION AND CONSTRUCTION 94- ETM (March 2025)" History

-  Document created by Shelley Blair (blairs@etmnc.com)
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-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2025-04-11 - 7:32:00 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2025-04-11 - 8:15:44 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2025-04-11 - 8:16:10 PM GMT - Time Source: server
-  Agreement completed.
2025-04-11 - 8:16:10 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS I



SES Environmental Resource Solutions LLC

5 March 2025

Mr. Joe Cornelison
Three Rivers Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**RE: Tributary Unit 12 ERP Permitting
Nassau County, Florida
Proposal/Contract for Services
ERS Proposal No. P250420**

Dear Mr. Cornelison:

SES Environmental Resource Solutions LLC (ERS) is pleased to provide you with this proposal/contract to assist with St. Johns River Water Management District Environmental Resource Permitting for the Unit 12 of the Tributary Project located in Nassau County.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC

Patrick Pierce
Senior Environmental Scientist/Project Manager

Attachment: Proposal/Contract for Services
General Terms and Conditions

PCP/P250420_Tributary Unit 12 ERP

PROPOSAL/CONTRACT

Prepared for:

Mr. Joe Cornelison

Three Rivers Community Development District

c/o Wrathell, Hunt & Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

5 March 2025

RE: Tributary Unit 12 ERP Permitting
 Nassau County, Florida
 Proposal/Contract for Services
 ERS Proposal No. P250420

Scope of Services

Task 1 – Unit 12 St. Johns River Water Management District Environmental Resource Permitting. SES Environmental Resource Solutions LLC (ERS) will assist the project engineer in preparing all necessary documentation and graphics required for submittal of an Environmental Resource Permit (ERP) permit application to St. Johns River Water Management District (SJRWMD). The application materials will be prepared consistent with the existing ERP Conceptual Permit for Three Rivers (Permit No. 105897-15). ERS will prepare a mitigation plan sufficient to offset all proposed impacts in the Unit 12 project area utilizing existing mitigation surplus from previous phases of the project or from available, dedicated mitigation bank credits at Thomas Creek Mitigation Bank*. This task includes permit application preparation, responses to agency requests for additional information, and ERS attendance at meetings with the regulatory agency as needed. ERS will require final plans in AutoCAD format prior to initiating permit application preparation.

Task 1 – Time/Materials Not to Exceed.....\$8,500.00*

****If mitigation requirements cannot be met with existing surplus mitigation within previous project phases or mitigation bank credits from Thomas Creek Mitigation Bank, additional scope may be required for the preparation and coordination of conservation easement packages for on-site preservation areas.***

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.

TERMS ACCEPTED:

For: _____

For: **SES Environmental Resource Solutions LLC**

Date: _____

Date: **5 March 2025**

By: _____

By: _____

(Signature)

(Signature)

(Printed/Typed)

Patrick Pierce

(Printed/Typed)

PCP/P250420_Tributary Unit 12 ERP

SES Environmental Resource Solutions LLC

3550 St. Johns Bluff Road South, Jacksonville, Florida 32224

T: (904) 285-1397, F: (904) 285-1929

Email: mail@ersenvironmental.com

General Terms and Conditions

GC-1 DEFINITIONS

- A. "Consultant" shall be defined as SES Environmental Resource Solutions LLC.
- B. "Client" means the company entering into this Agreement with Consultant.
- C. Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party".
- D. "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith.
- E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal.

GC-2 ORDER OF PRECEDENCE

All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:

- A. Cost Estimate including Scope of Work and Agreement signature page.
- B. General Terms and Conditions.
- C. Attachments, if any.

GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, for all equipment and personnel necessary for the Consultant to perform the Work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by the Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Cost Estimate and associated Scope of Work. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of Work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are

General Terms and Conditions

encountered. Client agrees to make all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (30) days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

GC-16 INSURANCE

For its sole protection, Consultant shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. Evidence of Insurance referencing these policies will be provided upon request. No additional insurance terms or provisions will be provided.

GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand (\$50,000.00) Dollars, or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of One Million (\$1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred (\$500.00) Dollars, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the Work. No other warranty, expressed or implied, is made. The Client recognizes that site conditions may change from those observed at the site at the time Work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of the performance of the Work. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be

General Terms and Conditions

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years. All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply: The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party. However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

In the event of termination, or suspension of more than three months prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs incurred by Consultant in completing, compiling and transmitting such analyses, records and reports.

GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS II

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
WORK AUTHORIZATION NO. 21
TRIBUTARY UNITS 9 AND 21
MASS GRADING AND CONSTRUCTION DOCUMENT PREPARATION**

Scope of Work

England, Thoms & Miller, Inc. (ETM) shall provide general consulting engineering services for the Three Rivers Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

PHASE 1 - PRELIMINARY ENGINEERING/MASS GRADING**Task I – Stormwater Modeling and Calculations**

This task includes the preparation of a preliminary mass grading design, preliminary drainage calculations and ICPR model for this phase of construction. The calculations prepared under this task will comply with Nassau County and St. Johns River Water Management criteria and will be submitted to both agencies for review and approval.

LUMP SUM FEE **\$13,800.00**

Task II – Final Mass Grading Engineering/Construction Documents

This task includes the preparation of the construction documents for the proposed mass grading, in accordance with Nassau County and St. Johns River Water Management District Standards and Specifications, including:

1. Mass Grading Design
2. Stormwater Management Facility Design
3. Erosion and sediment control design and details

The proposed engineering/construction documents will be used for submittal to Nassau County and St. Johns River Water Management District for review and approval.

LUMP SUM FEE **\$11,200.00**

Task III – Regulatory Permitting

This task includes preparation of applications, submittal of permit packages and coordination with the following agencies for final approval and permit issuance associated with final mass grading engineering/construction plans and calculations developed in Tasks I & II:

- a. Nassau County

LUMP SUM FEE **\$7,400.00**

- b. St. Johns Water Management District (SJRWMD) ERP

LUMP SUM FEE **\$14,900.00**

Task IV – Final Development Plan (FDP) (Unit 9)

ETM will prepare the FDP map for the approximately 41 lots in this unit. ETM will also prepare the necessary applications/exhibits, submit the application package, and coordinate its processing. Additionally, ETM will respond to comments, and coordinate with Nassau County staff as necessary.

LUMP SUM FEE **\$17,350.00**

Task V – Final Development Plan (FDP) (Unit 21)

ETM will the FDP map for the approximately 59 lots in this unit. ETM will also prepare the necessary applications/exhibits, submit the application package, and coordinate its processing. Additionally, ETM will respond to comments, and coordinate with Nassau County staff as necessary.

LUMP SUM FEE **\$17,350.00**

PHASE 2 - CONSTRUCTION DOCUMENT PREPARATION

Task VI – Site Plan Revisions

ETM will modify the existing site plan to accommodate the desired GreenPointe development program, and to comply with Nassau County, JEA and SJRWMD criteria.

FEE **HOURLY**
(BUDGET ESTIMATE: \$7,500.00)

Task VII – Final Subdivision Construction Documents (Units 9 and 21)

England, Thims & Miller, Inc. proposes to modify the previously prepared engineering and construction plans for the currently proposed 300 lot residential development. Construction Documents will be in accordance with Nassau County, JEA and SJRWMD criteria, and will include:

1. Roadway Design
2. Roadway Signage and Striping
3. Stormwater Collection System Design and Details
4. Potable Water Distribution System Design and Details
5. Gravity Sanitary Sewer Collection Design and Details
6. Coordination with Geotechnical Engineer
7. Erosion and Sediment Control Design
8. Stormwater Pollution Prevention Plan
9. Lot Grading Plan

LUMP SUM FEE **\$110,000.00**

Task VIII – Sanitary Sewer Pump Station Design

ETM proposes to design and prepare construction documents for a sanitary sewer pump station to serve the project. The lift station will be designed in accordance with JEA and FDEP requirements. Design will include:

1. System Analysis
2. Pump Design and Selection
3. Wet Well Design
4. Mechanical Systems
5. Electrical and Electrical Controls
6. Force Main Design

LUMP SUM FEE **\$21,500.00**

Task IX – Code Minimum Landscape Plan

England, Thims & Miller, Inc. shall provide a code minimum landscape plan in accordance with Nassau County requirements.

LUMP SUM FEE **\$6,300.00**

Task X – Regulatory Permitting

ETM proposes to prepare permit applications and coordinate the review process for the following permits:

1. Nassau County Construction Plan Review
LUMP SUM FEE \$10,500.00
2. JEA Utility Plan Approval
LUMP SUM FEE \$7,500.00
3. JEA Sanitary Sewer Collection System General Permit
LUMP SUM FEE \$2,000.00
4. JEA Water Distribution System General Permit
LUMP SUM FEE \$2,000.00
5. St. Johns River Water Management District – Environmental Resource Permit Modification
LUMP SUM FEE \$9,800.00

Task XI - Electric Design Coordination

ETM will coordinate the submittal process with FPL for their use in designing the electrical distribution system. Please note that a preliminary plat will be required to initiate the FPL design process. This task will include coordination of the street light design.

LUMP SUM FEE \$6,400.00

Task XII – Project Management:

This task includes attendance at meetings with the Client and other project team members. Also includes conference calls, schedule preparation/updates, opinions of probable construction cost, miscellaneous exhibit preparation, consultant coordination and any other requested preconstruction activities.

Fee **HOURLY**
(Budget Estimate: \$15,000.00)

FEE SUMMARY

	Lump Sum Fee	Hourly Fee
Phase 1 - Preliminary Engineering/Mass Grading		
Task I - Stormwater Modeling and Calculations	\$ 13,500.00	
Task II - Final Mass Grading Engineering/Construction Documents	\$ 11,200.00	
Task III - Regulatory Permitting		
1. Nassau County	\$ 7,400.00	
2. St. Johns River Water Management District ERP	\$ 14,900.00	
Task IV - Final Development Plan (FDP) (Unit 9)	\$ 17,350.00	
Task V - Final Development Plan (FDP) (Unit 31)	\$ 17,350.00	
Phase 2 - Construction Document Preparation		
Task VI - Site Plan Revisions		\$ 2,500.00
Task VII - Final Subdivision Construction Documents	\$ 110,000.00	
Task VIII - Sanitary Sewer Pump Station Design	\$ 21,500.00	
Task IX - Code Minimum Landscape Plan	\$ 6,300.00	
Task X - Regulatory Permitting		
1. Nassau County Construction Plan Review	\$ 10,500.00	
2. IEA Utility Plan Approval	\$ 7,500.00	
3. IEA Sanitary Sewer Collection System General Permit	\$ 2,000.00	
4. IEA Water Distribution System General Permit	\$ 2,000.00	
5. SJRWMD Environmental Resource Permit Modification	\$ 9,800.00	
Task XI - Electric Design Coordination	\$ 6,400.00	
Task XII - Project Management		\$ 15,000.00
FEE SUMMARY SUB-TOTAL	\$258,100.00	\$ 22,500.00
FEE SUMMARY TOTAL	\$280,600.00	

England, Thims & Miller, Inc. will perform additional services, as may be requested, at the following hourly rates:

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE - 2025**

CEO/Chairman/Founder	\$475.00 /Hr.
Executive Vice President	\$370.00 /Hr.
Principal Vice President	\$305.00 /Hr.
Vice President	\$295.00 /Hr.
Senior Advisor	\$288.00 /Hr.
Senior Engineer/ Senior Project Manager	\$255.00 /Hr.
Project Manager/Construction Project Manager	\$225.00 /Hr.
Director	\$210.00 /Hr.
Engineer	\$190.00 /Hr.
Assistant Project Manager	\$165.00 /Hr.
Senior Planner /Planning Manager	\$225.00 /Hr.
Senior Environmental Scientist	\$240.00 /Hr.
Planner	\$170.00 /Hr.
CEI Senior Project Engineer	\$320.00 /Hr.
Senior Construction Representative	\$205.00 /Hr.
Construction Representative	\$180.00 /Hr.
CEI Inspector	\$140.00 /Hr.
Senior Landscape Architect	\$215.00 /Hr.
Landscape Architect	\$190.00 /Hr.
GIS Director	\$205.00 /Hr.
GIS Solutions/Engineer/Manager	\$185.00 /Hr.
GIS Analyst	\$155.00 /Hr.
GIS Consultant	\$165.00 /Hr.
GIS Specialist	\$150.00 /Hr.
Senior Engineering Designer	\$170.00 /Hr.
Senior Landscape Designer	\$170.00 /Hr.
Engineering/Landscape Designer	\$155.00 /Hr.
Engineering Intern	\$150.00 /Hr.
CADD/GIS Technician	\$145.00 /Hr.
Project Coordinator / CSS	\$120.00 /Hr.
Administrative Support	\$110.00 /Hr.

*ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

Cost such as subconsultants, printing, telephone, delivery service, mileage and travel shall be invoiced at direct costs plus 15%.

Approval

Submitted by:


England, Thims & Miller, Inc.

Date: March 24, 2025

Approved by:


Three Rivers Community Development District

Date: 3/26, 2025

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	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	\$ 719,229	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 719,229
Investments											
Revenue	-	1,198,450	29	-	6,445	302,331	-	-	-	-	1,507,255
Reserve	-	888,419	3,326	-	285,594	1,039,492	-	-	-	-	2,216,831
Prepayment	-	1,897	96	-	-	747,631	-	-	-	-	749,624
Construction	-	-	-	-	-	-	-	-	317,268	5,416	322,684
Construction - master	-	-	-	-	-	-	21	-	-	-	21
Construction - neighborhood	-	-	-	-	-	-	5	-	-	-	5
Cost of issuance	-	-	-	-	-	21,590	-	-	-	-	21,590
Capitalized interest	-	-	-	-	-	3,234	-	-	-	-	3,234
Interest	-	-	-	-	-	19,583	-	-	-	-	19,583
General redemption	-	-	-	-	514	-	-	-	-	-	514
Undeposited funds	-	-	-	-	-	-	-	872	-	-	872
Due from developer	-	-	-	-	-	-	-	39,337	180,938	11,286	231,561
Due from Three Rivers Developers	11,715	12,145	-	-	46,796	370,622	-	-	-	-	441,278
Due from Lennar	54,863	-	-	-	-	86,400	-	-	-	-	141,263
Due from other	-	-	-	-	-	-	-	6	450	-	456
Due from general fund	-	3,325	-	-	-	703	-	-	-	-	4,028
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	3,347	-	-	-	-	-	-	-	-	-	3,347
Total assets	<u>\$ 823,130</u>	<u>\$ 2,104,236</u>	<u>\$ 8,960</u>	<u>\$ -</u>	<u>\$ 339,349</u>	<u>\$ 2,591,586</u>	<u>\$ 26</u>	<u>\$ 40,215</u>	<u>\$ 505,526</u>	<u>\$ 16,702</u>	<u>\$ 6,429,730</u>
LIABILITIES											
Liabilities:											
Accounts payable	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
Amenity deposits	1,250	-	-	-	-	-	-	-	-	-	1,250
Due to Developer	246	-	-	-	-	-	-	-	-	-	246
Credit Card	168	-	-	-	-	-	-	-	-	-	168
Due to other	222,755	-	-	-	-	-	-	-	-	-	222,755
Due to debt service fund 2019A-1	3,325	-	-	-	-	-	-	-	-	-	3,325
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	-	-	5,509
Due to debt service fund 2023	703	-	-	-	-	-	-	-	-	-	703
Due to capital projects fund 2021BSAA	-	-	-	-	-	-	-	6,870	-	-	6,870
Contracts payable	-	-	-	-	-	-	-	45,462	-	823,939	869,401
Accrued taxes payable	184	-	-	-	-	-	-	-	-	-	184
Developer advance	20,000	-	-	-	-	-	-	-	-	-	20,000
Total liabilities	<u>249,631</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>52,332</u>	<u>-</u>	<u>823,939</u>	<u>1,131,411</u>
DEFERRED INFLOWS OF RESOURCES											
Unearned revenue	2,857	-	-	-	-	4,000	-	-	-	-	6,857
Deferred receipts	66,578	12,145	-	-	46,796	457,022	-	39,337	-	11,286	633,164
Total deferred inflows of resources	<u>69,435</u>	<u>12,145</u>	<u>-</u>	<u>-</u>	<u>46,796</u>	<u>461,022</u>	<u>-</u>	<u>39,337</u>	<u>-</u>	<u>11,286</u>	<u>640,021</u>
FUND BALANCES											
Assigned:											
Restricted for											
Debt service	-	2,086,582	8,960	-	292,553	2,130,564	-	-	-	-	4,518,659
Capital projects	-	-	-	-	-	-	26	(51,454)	505,526	(818,523)	(364,425)
Unassigned	504,064	-	-	-	-	-	-	-	-	-	504,064
Total fund balances	<u>504,064</u>	<u>2,086,582</u>	<u>8,960</u>	<u>-</u>	<u>292,553</u>	<u>2,130,564</u>	<u>26</u>	<u>(51,454)</u>	<u>505,526</u>	<u>(818,523)</u>	<u>4,658,298</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 823,130</u>	<u>\$ 2,104,236</u>	<u>\$ 8,960</u>	<u>\$ -</u>	<u>\$ 339,349</u>	<u>\$ 2,591,586</u>	<u>\$ 26</u>	<u>\$ 40,215</u>	<u>\$ 505,526</u>	<u>\$ 16,702</u>	<u>\$ 6,429,730</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 3,389	\$ 810,761	\$ 855,626	95%
Assessment levy: off-roll	-	66,864	201,163	33%
Developer contribution	-	214,687	199,980	107%
Lot closing	-	10,858	-	N/A
Interest and miscellaneous	2,092	2,092	-	N/A
Total revenues	<u>5,481</u>	<u>1,105,262</u>	<u>1,256,769</u>	
EXPENDITURES				
Professional & administrative				
Supervisor fees	600	1,800	9,000	20%
FICA	46	138	918	15%
Engineering	1,727	18,800	10,000	188%
Attorney (Legal Fees)	3,567	6,476	25,000	26%
Arbitrage	-	-	500	0%
DSF accounting: series 2019	625	3,750	7,500	50%
DSF accounting: series 2021	1,250	7,500	7,500	100%
DSF accounting: series 2022	-	-	7,500	0%
DSF accounting: series 2023	625	3,750	7,500	50%
Dissemination agent: series 2019	83	500	1,000	50%
Dissemination agent: series 2021-B1	83	500	1,000	50%
Dissemination agent: series 2021-B2	83	500	1,000	50%
Dissemination agent: series 2022	-	-	1,000	0%
Dissemination agent: series 2023	83	500	1,000	50%
Trustee: series 2019	-	4,256	4,300	99%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	-	-	4,000	0%
Trustee: series 2022	-	-	4,000	0%
Trustee: series 2023	-	-	4,000	0%
Audit	-	9,600	7,500	128%
Management	3,750	22,500	45,000	50%
O&M accounting	625	3,750	7,500	50%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	250	500	50%
Postage	51	329	750	44%
Insurance	-	-	6,000	0%
Printing & binding	42	250	500	50%
Legal advertising	-	1,386	20,000	7%
Other current charges	112	5,710	500	1142%
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	72	30,329	17,826	170%
Total professional & administrative	<u>13,466</u>	<u>122,749</u>	<u>207,884</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Landscape maintenance	-	64,289	300,000	21%
Landscape contingency	-	-	20,000	0%
Lifestyle director	9,500	47,882	85,000	56%
Electric	5,194	25,876	60,000	43%
Reclaimed water	3,313	29,982	35,000	86%
Lake/stormwater maintenance	2,675	16,050	25,000	64%
Irrigation repairs	2,094	6,797	10,000	68%
Total operations & maintenance	<u>22,776</u>	<u>190,876</u>	<u>535,000</u>	
Amenity center				
Utilities				
Telephone & cable	524	3,119	6,000	52%
Electric	1,129	8,700	25,000	35%
Water irrigation	-	-	5,000	0%
Gas	68	367	1,500	24%
Trash removal	217	1,245	3,000	42%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	-	-	3,000	0%
Access cards	-	225	2,000	11%
Management contracts				
Landscape maintenance	21,331	46,192	55,000	84%
Landscape seasonal (annuals & pine straw)	6,589	6,589	-	N/A
Landscape contingency	-	-	5,500	0%
Pool maintenance	2,500	16,212	28,200	57%
Pool repairs	134	2,781	4,000	70%
Pool chemicals	-	-	10,000	0%
Janitorial services	1,770	9,605	30,000	32%
Janitorial supplies	626	1,646	10,000	16%
Fitness equipment lease	3,525	19,174	38,300	50%
Technology help desk	69	657	3,000	22%
HVAC maintenance	500	5,698	2,000	285%
Pest control	144	708	2,750	26%
Pool permits	-	-	1,000	0%
Repairs & maintenance	708	13,942	20,000	70%
New capital projects	-	-	10,000	0%
Special events	2,779	33,349	82,500	40%
Holiday decorations	-	9,500	12,666	75%
Fitness center repairs/supplies	160	160	3,500	5%
Office supplies	47	622	3,600	17%
Operating supplies	-	394	-	N/A
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	70,359	74,414	95%
Fitness maintenance	-	32	1,500	2%
Temporary Staff	-	-	23,374	0%
Nassau County off-duty patrol	-	-	15,000	0%
Meeting room	-	-	7,200	0%
Life safety	290	1,450	3,500	41%
Total amenity center	<u>43,110</u>	<u>252,726</u>	<u>494,888</u>	
Total expenditures	<u>79,352</u>	<u>566,351</u>	<u>1,237,772</u>	
Excess/(deficiency) of revenues over/(under) expenditures	(73,871)	538,911	18,997	
Net change in fund balances	(73,871)	538,911	18,997	
Fund balances - beginning	577,935	(34,847)	18,437	

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025

	Current Month	Year to Date	Budget	% of Budget
Fund balances - ending	<u>\$ 504,064</u>	<u>\$ 504,064</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 3,393	\$ 811,856	\$ 856,782	95%
Interest	6,358	35,423	-	N/A
Total revenues	<u>9,751</u>	<u>847,279</u>	<u>856,782</u>	
EXPENDITURES				
Debt service				
Principal	-	-	275,000	0%
Principal prepayment	-	25,000	-	N/A
Interest 11/1	-	302,422	302,422	100%
Interest 5/1	-	-	302,422	0%
Total debt service	<u>-</u>	<u>327,422</u>	<u>879,844</u>	
Other fees & charges				
Tax collector	68	16,237	17,850	91%
Total other fees and charges	<u>68</u>	<u>16,237</u>	<u>17,850</u>	91%
Total expenditures	<u>68</u>	<u>343,659</u>	<u>897,694</u>	
Excess/(deficiency) of revenues over/(under) expenditures	9,683	503,620	(40,912)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(1,103)	-	N/A
Total other financing sources	<u>-</u>	<u>(1,103)</u>	<u>-</u>	
Net change in fund balances	9,683	502,517	(40,912)	
Fund balances - beginning	2,076,899	1,584,065	1,545,715	
Fund balances - ending	<u>\$ 2,086,582</u>	<u>\$ 2,086,582</u>	<u>\$ 1,504,803</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,088	0%
Interest	12	73	-	N/A
Total revenues	12	73	3,088	
EXPENDITURES				
Debt service				
Interest 11/1	-	1,544	1,544	100%
Interest 5/1	-	-	1,544	0%
Total debt service	-	1,544	3,088	
Excess/(deficiency) of revenues over/(under) expenditures	12	(1,471)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	1,103	-	N/A
Total other financing sources	-	1,103	-	
Net change in fund balances	12	(368)	-	
Fund balances - beginning	8,948	9,328	7,581	
Fund balances - ending	<u>\$ 8,960</u>	<u>\$ 8,960</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ -	\$ 3,927	-	N/A
Total revenues	-	3,927	-	
EXPENDITURES	-	-	-	
Total expenditures	-	-	-	N/A
Excess/(deficiency) of revenues over/(under) expenditures	-	3,927	-	
OTHER FINANCING SOURCES/(USES)				
Misc. expenses	-	(222,436)	-	N/A
Transfers in	-	1,603	-	N/A
Total other financing sources	-	(220,833)	-	
Net change in fund balances	-	(216,906)	-	
Fund balances - beginning	-	216,906	211,621	
Fund balances - ending	\$ -	\$ -	\$ 211,621	

**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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 285,594	0%
Interest	892	6,457	-	N/A
Total revenues	892	6,457	285,594	
EXPENDITURES				
Debt service				
Interest	-	142,797	285,594	50%
Total debt service	-	142,797	285,594	
Other fees & charges				
Tax collector	-	-	-	N/A
Total other fees and charges	-	-	-	N/A
Total expenditures	-	142,797	285,594	50%
Excess/(deficiency) of revenues over/(under) expenditures	892	(136,340)	-	
Fund balances - beginning	291,661	428,893	526,361	
Fund balances - ending	<u>\$ 292,553</u>	<u>\$ 292,553</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 MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 717	\$ 171,540	\$ 181,033	95%
Assessment levy: off-roll	-	12,000	-	N/A
Assessment prepayments	-	765,728	748,852	102%
Lot closing	-	60,859	-	N/A
Interest	6,510	55,162	-	N/A
Total revenues	<u>7,227</u>	<u>1,065,289</u>	<u>929,885</u>	
EXPENDITURES				
Debt service				
Interest	-	360,866	721,198	50%
Principal	-	-	195,000	0%
Principal prepayment	-	3,070,000	-	N/A
Total debt service	<u>-</u>	<u>3,430,866</u>	<u>916,198</u>	
Other fees & charges				
Tax collector	14	3,431	3,772	N/A
Total other fees and charges	<u>14</u>	<u>3,431</u>	<u>3,772</u>	N/A
Total expenditures	<u>14</u>	<u>3,434,297</u>	<u>919,970</u>	
Excess/(deficiency) of revenues over/(under) expenditures	7,213	(2,369,008)	9,915	
OTHER FINANCING SOURCES/(USES)				
Net change in fund balances	7,213	(2,369,008)	9,915	
Fund balances - beginning	<u>2,123,351</u>	<u>4,499,572</u>	<u>1,565,353</u>	
Fund balances - ending	<u>\$ 2,130,564</u>	<u>\$ 2,130,564</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 MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 4,413
Interest	-	16
Total revenues	<u>-</u>	<u>4,429</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	4,429
Fund balances - beginning	26	(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 MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest & Misc.	\$ 2	\$ 4,688
Total revenues	<u>2</u>	<u>4,688</u>
EXPENDITURES		
Capital outlay	<u>8,750</u>	<u>45,545</u>
Total expenditures	<u>8,750</u>	<u>45,545</u>
Excess/(deficiency) of revenues over/(under) expenditures	(8,748)	(40,857)
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>-</u>	<u>(1,603)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(1,603)</u>
Net change in fund balances	(8,748)	(42,460)
Fund balances - beginning	(42,706)	(8,994)
Fund balances - ending	<u>\$ (51,454)</u>	<u>\$ (51,454)</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 MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Interest	\$ 966	\$ 5,704
Total revenues	<u>966</u>	<u>5,704</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 966	 5,704
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	174,091
Transfer out	-	(3,555)
Total other financing sources/(uses)	<u>-</u>	<u>170,536</u>
 Net change in fund balances	 966	 176,240
Fund balances - beginning	504,560	329,286
Fund balances - ending	<u>\$ 505,526</u>	<u>\$ 505,526</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 MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 66,833	\$ 245,064
Interest	16	510
Total revenues	<u>66,849</u>	<u>245,574</u>
EXPENDITURES		
Capital outlay	<u>162,151</u>	<u>341,041</u>
Total expenditures	<u>162,151</u>	<u>341,041</u>
Excess/(deficiency) of revenues over/(under) expenditures	(95,302)	(95,467)
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>-</u>	<u>(174,091)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(174,091)</u>
Net change in fund balances	(95,302)	(269,558)
Fund balances - beginning	<u>(723,221)</u>	<u>(548,965)</u>
Fund balances - ending	<u><u>\$ (818,523)</u></u>	<u><u>\$ (818,523)</u></u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on March 4, 2025 at 10:00 a.m., at Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126), 76346 William Burgess Boulevard, Yulee, Florida 32097.

Present:

Gregg Kern	Chair
Rose Bock	Assistant Secretary
Joe Cornelison	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Wes Haber (via telephone)	District Counsel
Scott Wild (via telephone)	District Engineer-England Thims & Miller
Bill Schaeffer	District Engineer-Dominion Engineering
James McMahon	Castle Group
Shanin Baldwin	Lifestyle Director
Seta Zare (via telephone)	MBS Capital Markets, LLC

Residents present:

Robert Muscente	Michael Jakob	Janet Spear	Hank Morelli
Quita Oscar	Jose Morales	Andrew Smith	Stephanie Rosenthal
Keith Howard	Thomas Lane	Lisa Carlisi	Lynn Carlisi
Natalie Jones	Anne Adams		

The names of all attendees, residents and/or members of the public are not included in these meeting minutes. If the person did not identify themselves, their name was inaudible or their name did not appear in the meeting notes or on an attendee sign in sheet, their name was not listed.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 10:10 a.m.

Supervisors Cornelison, Bock and Kern were present. Supervisors Taylor and Odom were not present.

SECOND ORDER OF BUSINESS**Public Comments**

Mr. Torres explained the protocol for public comments and asked everyone to record their names on the sign-in sheet.

Resident Keith Howard asked if the County's meeting tonight correlates with the CDD agenda to finance additional infrastructure. Mr. Kern stated the Developer is working with the County to hold several public hearings over the next few months in an effort to modify certain items in the Planned Unit Development (PUD) and the Land Use Map to allow them to continue developing the rest of the project; it loosely correlates to the infrastructure bonds for the next phases of development.

Resident Natalie Jones asked if the bond issue under consideration will impact property owners financially. Mr. Kern replied no; the item being considered today only relates to future assessment areas in the CDD, not any existing residences or portions of the CDD. It will impact assessments long term as the community grows, as it will help off-set the overall Operations and Maintenance (O&M) expenditures.

THIRD ORDER OF BUSINESS**Presentation of Supplemental Engineer's Report Series 2025 Bonds (Units 12 and 16)**

Mr. Wild presented an updated version of the Supplemental Engineer's Report dated February 26, 2025, containing supporting exhibits; this version replaces the version in the agenda. The Report describes the portion of the Capital Improvement Plan (CIP) to be financed through issuance of the Special Assessment Revenue Bonds, Series 2025 Bonds for Phase 1B Units 12 and 16 and the completion of the Spine Road. This is necessary to complete the additional portions of the CIP, which anticipates developing 382 residential units; the total estimated infrastructure improvement costs for the Series 2025 Project is \$49,636,700.

Mr. Wild expects to receive the Legal Description for Unit 12 within the next day or two.

On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the Supplemental Engineer's Report for the Series 2025 Bonds for Units 12 and 16, dated February 26, 2026, in substantial form, and authorizing its inclusion in the offering document for the sale of the bonds, was approved.

FOURTH ORDER OF BUSINESS**Presentation of Supplemental Special Assessment Methodology Report for the Series 2025 Bonds**

Mr. Torres presented the Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2025 dated March 4, 2025. The Methodology Report provides a Supplemental Financing Plan and a Supplemental Special Assessment Methodology for Unit 12 of the Phase 1 or "South Assessment Area" and Units 16, the "Units 12 and 16" portion of the CDD and includes redeeming a portion of the outstanding Series 2021B special assessment bonds.

Mr. Torres reviewed the pertinent information and discussed the Development Program, CIP, Financing Program, Assessment Methodology, lienability tests, special and peculiar benefits to the units, True-up Mechanism and the Appendix Tables. He noted the following:

- The Development Plan for Units 12 and 16 are projected to be developed with a total of 382 residential dwelling units, which correlates with the Supplemental Engineer's Report.
- The Series 2025 Bond assessment will be allocated to each platted residential unit.
- The estimated cost of the Series 2025 Project CIP totals \$49,636,700.
- The total par amount of bonds, including the costs of financing, capitalized interest and debt service reserve, for the Series 2025 Bonds and refunding of the Series 2021B bonds, is estimated to be \$20,590,000 to finance construction/acquisition costs estimated at \$15,268,012.20. The projects costs to be funded with Developer contributions is \$34,368,687.80.

On MOTION by Mr. Kern and seconded by Mr. Cornelison with all in favor, the Supplemental Special Assessment Methodology Report for the Special Assessment Refunding Bonds, Series 2025 dated March 4, 2025, in substantial form, and authorizing its inclusion in the offering document for the sale of the bonds, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-04, Supplementing its Resolution 2019-26 by Authorizing the Issuance of its Three Rivers Community Development District Special Assessment Refunding Bonds, Series 2025 (the "Series 2025 Bonds") in an Aggregate Principal Amount Not Exceeding \$38,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements and Refunding a Portion of the Outstanding Three Rivers Community Development District [Special Assessment Bonds, Series 2021B (South Assessment Area)]; Delegating to the Chair or Vice Chair of the Board of Supervisors of the Issuer, Subject to Compliance with the Applicable Provisions Hereof, the Authority to Award the Sale of Such Bonds to MBS Capital Markets, LLC, by Executing and Delivering to Such Underwriter a Bond Purchase Agreement and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of a Supplemental Trust Indenture; Approving U.S. Bank Trust Company, National Association, as the Trustee, Bond Registrar and Paying Agent For Such Series 2025 Bonds; Making Certain Findings; Approving the Form of Said Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection with the Issuance, Sale and Delivery of Said Bonds; Providing Certain Other Details with Respect to Said Series 2025 Bonds; and Providing an Effective Date

Mr. Haber presented Resolution 2025-04, known as the Delegation Resolution, which accomplishes the following:

- Authorizes certain parties to begin the process of finalizing bond documents and marketing the bonds for the purpose of funding the improvements set forth in the Supplemental

Engineer's Report and securing the bonds through assessments as structured in the Supplemental Special Assessment Methodology Report.

➤ Sets forth the maximum assessment lien to be levied on property within the District that secures the Series 2025 bonds.

➤ Delegates authority to the Chair and other Officers of the District to take certain steps outside of a meeting to effectually issue the bonds, provided the terms are within the set parameters.

➤ Approves the forms of Exhibits attached to the Resolution, including the Supplemental Trust Indenture, Bond Purchase Agreement, Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement.

Mr. Haber reiterated that the issuance of the Series 2025 Bonds and the assessments that will secure the bonds in no way impacts any homes that are already sold to third-party homeowners; the impact is only to areas under development.

On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, Resolution 2025-04, Supplementing its Resolution 2019-26 by Authorizing the Issuance of its Three Rivers Community Development District Special Assessment Refunding Bonds, Series 2025 (the "Series 2025 Bonds") in an Aggregate Principal Amount Not Exceeding \$38,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements and Refunding a Portion of the Outstanding Three Rivers Community Development District [Special Assessment Bonds, Series 2021B (South Assessment Area)]; Delegating to the Chair or Vice Chair of the Board of Supervisors of the Issuer, Subject to Compliance with the Applicable Provisions Hereof, the Authority to Award the Sale of Such Bonds to MBS Capital Markets, LLC, by Executing and Delivering to Such Underwriter a Bond Purchase Agreement and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of a Supplemental Trust Indenture; Approving U.S. Bank Trust Company, National Association, as the Trustee, Bond Registrar and Paying Agent For Such Series 2025 Bonds; Making Certain Findings; Approving the Form of Said Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection with the Issuance, Sale and Delivery of Said Bonds; Providing Certain Other Details with Respect to Said Series 2025 Bonds; and Providing an Effective Date, was adopted.

- **Engagement of Bond Financing Professionals**

This item was an addition to the agenda.

Mr. Torres distributed and presented the MBS Capital Markets, LLC Agreement for Underwriting Services to structure, market and sell the bonds. Ms. Zare stated that if there are any supplements to the existing Investment Banking Agreement (IBA) that the Board approved; all the terms in the existing Investment Banking Agreement are still consistent; this is a housekeeping item for MBS, specific to the 2025 Bonds.

On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the MBS Capital Markets, LLC Agreement for Underwriter Services, was approved.

SIXTH ORDER OF BUSINESS

Consent Agenda

A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023

- | | | |
|------|---|----------------|
| I. | Number 81: England-Thims & Miller, Inc. | [\$44,333.67] |
| II. | Number 82: England-Thims & Miller, Inc. | [\$22,499.04] |
| III. | Number 83: Vallencourt Construction Co., Inc. | [\$230,860.04] |
| IV. | Number 84: Vallencourt Construction Co., Inc. | [\$2,951.44] |
| V. | Number 85: Vallencourt Construction Co., Inc. | [\$425,243.29] |
| VI. | Number 86: England-Thims & Miller, Inc. | [\$2,722.75] |

B. Ratification Item(s)

- I. Three Rivers Developers, LLC Construction Funding Agreement**
- II. Assignment of Agreement for Spine Road West PH A, PH B, PH C and Spine Road West FDOT Project & Acquisition of Improvements**
- III. SES Environmental Resource Solutions LLC Proposal P250263 for Tributary DRI Water Quality Sampling and Erosion Control Inspections 2025**
- IV. Onsight Industries Proposal W000391168 for Street Blade (Canterwood Ct)**
- V. BrightView Landscape Services, Inc. Agreement for Landscape Installation Services**
 - a. Unit 8**
 - b. Unit 10**

VI. Clary & Associates Proposals for Surveying and Mapping Services

a. Tributary Phase 1B Unit 10

b. Tributary Unit 12

VII. Doody Daddy Service Agreement

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

On MOTION by Mr. Cornelison and seconded by Mr. Kern, with all in favor, the Consent Agenda Items as listed and presented, were approved and/or ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, 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

Mr. Torres presented Resolution 2025-05 and the amended Fiscal Year 2024 budget. This action is necessary to avoid a finding in the audit due to expenditures exceeding budget.

On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, Resolution 2025-05, 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 2024, was adopted.

EIGHTH ORDER OF BUSINESS

Discussion/Consideration: BrightView Action Plan

Mr. McMahon presented the BrightView Landscape Services, Inc. Action Plan dated February 13, 2024, listing 30-days, 45-days and 60-days projects for the Tributary. Annuals will be installed in the front entrance ways and the area by the Model Center in the next 60-days.

NINTH ORDER OF BUSINESS

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-

256 2 Project Complete; Finalizing the Special
257 Assessments Securing the District's Series
258 2019 A-1 A-2 Special Assessment Bonds;
259 Providing for a Supplement to the
260 Improvement Lien Book; Providing for
261 Severability, Conflicts, and an Effective
262 Date
263

264 Mr. Haber stated he expects to present Resolution 2025-03 at the next meeting.
265

266 **TENTH ORDER OF BUSINESS**

266 **Acceptance of Unaudited Financial**
267 **Statements as of January 31, 2025**
268

269 **On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the**
270 **Unaudited Financial Statements as of January 31, 2025, were accepted.**
271
272

273 **ELEVENTH ORDER OF BUSINESS**

273 **Approval of Minutes**
274

275 **A. December 6, 2024 Special Meeting**

276 **B. January 16, 2025 Regular Meeting**
277

278 **On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the**
279 **December 6, 2024 Special Meeting Minutes and the January 16, 2025 Regular**
280 **Meeting Minutes, both as presented, were approved.**
281
282

283 **TWELFTH ORDER OF BUSINESS**

283 **Staff Reports**
284

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

286 There was no report.

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

288 Mr. Schaefer presented mail kiosk parking options to address vehicles damaging the grass
289 and drainage issues. Both options involve modifying the area behind the mail kiosk. The Board
290 asked Mr. Schaefer to provide an opinion of probable cost for Option 2, subject to ensuring it will
291 comply with the Americans with Disabilities Act (ADA) requirements and for Mr. McMahon to
292 identify potential relocation areas for the mail kiosks and obtain a proposal from BrightView to
293 utilize landscaping to mitigate parking on the grass.

Mr. Schaefer stated he will provide a proposal to inspect the stormwater ponds, as new legislation passed in 2024 requires annual inspections. This cost will be incorporated into the proposed Fiscal Year 2026 budget.

C. Property Manager: Castle Group

Mr. McMahon reported on recently completed HOA/CDD related work and work currently underway.

D. Lifestyle Director: OnPlace, LLC

Ms. Baldwin discussed the upcoming toga party.

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

- **NEXT MEETING DATE: April 17, 2025 at 3:00 PM**

- **QUORUM CHECK**

THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

FOURTEENTH ORDER OF BUSINESS

Public Comments

Residents posed and Mr. Kern responded to questions regarding the biking path/nature trail system, boat launch, pocket and neighborhood parks. The hope is to deliver segments in the near horizon, as the Developer's sole interest is to deliver what the vision is to its residents. Residents were encouraged to attend the County public hearings about the DRI and the CDD's obligation to provide affordable housing for this community, specifically in Unit 12. Mr. Kern discussed the County not allowing construction of the kayak launch at this time. It was note that the spine roads equate to segments of Tributary Drive.

Residents voiced frustration about vehicles blocking the street, line of sight issues, their concerns not being mitigated. Residents gave other alternatives to address the mailbox kiosks to consider and suggestions about ways to conduct CDD meetings.

FIFTEENTH ORDER OF BUSINESS

Adjournment

<p>On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the meeting adjourned at 11:26 a.m.</p>
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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)</i> <i>76346 William Burgess Boulevard, Yulee, Florida 32097</i> <i>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 <i>rescheduled to March 4, 2025</i>	Regular Meeting	3:00 PM
March 4, 2025	Regular Meeting	10:00 AM
April 17, 2025 CANCELED	Regular Meeting	3:00 PM
May 15, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	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*