

# **THREE RIVERS**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**April 18, 2024**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
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**

April 11, 2024

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

Board of Supervisors  
Three Rivers Community Development District

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Public Hearing and Regular Meeting on April 18, 2024 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
  - A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023 *(support documentation available upon request)*
    - I. Number 50: Ring Power Corporation [\$147,796.25]
    - II. Number 51: England-Thims & Miller, Inc. [\$8,181.50]
    - III. Number 52: Vallencourt Construction Co., Inc. [\$125,859.45]
  - B. Consideration/Ratification of Requisition(s): Series 2021B *(support documentation available upon request)*
    - I. Number 176: Dominion Engineering Group, Inc. [\$11,500.00]
  - C. Ratification Item(s)
4. Discussion: Fiscal Year 2025 Draft Proposed Budget
5. Public Hearing to Hear Public Comments and Objections to the Adoption of the Amenity Policies and Rates and Suspension and Termination of Privileges Rule
  - A. Affidavits of Publication
  - B. Consideration of Resolution 2024-07, Adopting Revised Amenity Policies and Rates Including Revised Suspension and Termination Policies; Providing a Severability Clause; and Providing an Effective Date

- 6. Consideration of Amendments to Amenity Policies
- 7. Ratification of Elite Amenities NE Florida, LLC Agreement for Amenity Staffing Services
- 8. Acceptance of Unaudited Financial Statements as of February 29, 2024
- 9. Approval of March 21, 2024 Regular Meeting Minutes
- 10. 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: May 16, 2024 at 3:00 PM at Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034

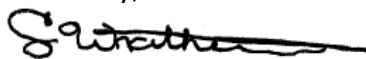
- QUORUM CHECK

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

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

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

Sincerely,



Craig Wrathell  
 District Manager

**FOR BOARD AND STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 782 134 6157**



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

**CONSENT**  
**AGENDA**

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

**3AI**

**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: **50**
- (2) Name of Payee pursuant to Acquisition Agreement:  
  
**Ring Power Corporation  
PO Box 935004  
Atlanta, GA 31193-5004**
- (3) Amount Payable: **\$ 147,796.25**
- (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): **Direct Owner Purchase Invoice\_ Tributary Unit 10**
- (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.

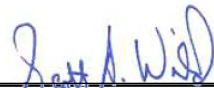
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

**Direct Purchase Materials**

VENDOR: RING POWER  
P.O: TRCDD-007

AMOUNT: FOR PAYMENT 3/19/24 *First Invoice*

DATE	INVOICE NUMBER	AMOUNT	INVOICE DATE	ETM REVIEWED	C.O. AMOUNT
03/19/24	00SE09485105	\$147,796.25	02/28/24	03/19/24	
		\$147,796.25			

**Ring Power**

Ring Power Corporation  
 500 World Commerce Parkway  
 St Augustine, FL 32092  
 (904) 737-7730

Sign up for On-line Invoice Access:  
[www.ringpower.com/web-invoice](http://www.ringpower.com/web-invoice)

RING POWER CORPORATION, 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

# INVOICE

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THREE RIVERS DEVELOPERS LLC  
 C/O GREENPOINTE COMMUNITIES  
 7807 BAYMEADOWS RD EAST SUITE 205  
 JACKSONVILLE FL 32256

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JEA TRIBUTARY UNIT 10 LS  
 C/O THREE RIVERS DEVELOPERS LLC  
 75425 DRIFTWOOD CT  
 YULEE, FL 32097  
 SHIPPED VIA: RPC TRANSPORT

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O. #	ACCOUNT	PAGE
00SE09485105	02-28-24		02-27-24	TRCDD-007	025236	1
QUANTITY	SERIAL NUMBER	DESCRIPTION			AMOUNT	

PAYMENT OF THIS INVOICE IS DUE ON 03/09/2024

1.0

EQUIPMENT SALE (BM) REF: Z4037701  
 PROJ: 221438S (JEA TRIBUTARY UNIT 10 LS / 50KW)

147796.25

PARTIAL BILLING OF PROJECT:

JOB ID: 22-1438  
 ID NO: E220011H SERIAL NO: CN301167

ONE (1) NEW CATERPILLAR GENERATORS C4.4 50 KW  
 240V 3 PHASE SUB-BASE FUEL TANK 500 GALLON AND  
 ALUMINUM ENCLOSURE JEA PACKAGE. PER RPC QUOTE  
 BM2022\_STOCK GENERATOR E220011H DATED 02/14/2023.

WARRANTY: CATERPILLAR 5YR / 2500HR \$0 DEDUCTIBLE  
 PLATINUM EPG STANDBY LIMITED ESC

CONTRACT PRICE W/O TAXES: \$ 155,575.00  
 LESS PARTIAL BILLING: (95%) \$ 147,796.25  
 REMAINING BALANCE: ( 5%) \$ 7,778.75

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

Remit to:  
**Ring Power Corporation**  
**PO Box 935004**  
**Atlanta, GA 31193-5004**

PAY THIS AMOUNT
147796.25

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.








# 2023 ACQUISITION AND CONSTRUCTION 50 - Ring Power

Final Audit Report

2024-03-22

Created:	2024-03-19
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhMXNA_n_5rCxoFdWmRaVGuQr2anll-qW

## "2023 ACQUISITION AND CONSTRUCTION 50 - Ring Power" History

-  Document created by Shelley Blair (blairs@etminc.com)  
2024-03-19 - 8:44:20 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature  
2024-03-19 - 8:44:24 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)  
2024-03-22 - 12:53:01 PM GMT- IP address: 3.219.35.58
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)  
Signature Date: 2024-03-22 - 12:53:51 PM GMT - Time Source: server- IP address: 108.225.175.164
-  Agreement completed.  
2024-03-22 - 12:53:51 PM GMT

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

**3A11**



**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: **51**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Jacksonville, FL**  
**Account #9061592290 - England, Thims & Miller, Inc.**
- (3) Amount Payable: **\$ 8,181.50**
- (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 209338 (July 2023) Tributary Units 8, 10, 12 and 15)**
- (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

July 27, 2023  
 Invoice No: 209338

**Total This Invoice \$8,181.50**

Project 21430.00000 Three Rivers CDD - Phase 1B: Units 8, 10 and 15  
 Final Invoice

**Professional Services rendered through July 21, 2023**

**Labor**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Vice President					
Wild, Scott	12/18/2021		4.50	260.00	1,170.00
Wild, Scott	1/22/2022		1.00	260.00	260.00
Wild, Scott	2/12/2022		4.00	260.00	1,040.00
Wild, Scott	2/26/2022		1.00	260.00	260.00
Wild, Scott	3/5/2022		1.00	260.00	260.00
Wild, Scott	3/26/2022		1.00	260.00	260.00
Wild, Scott	4/9/2022		9.00	260.00	2,340.00
Wild, Scott	1/28/2023		2.00	260.00	520.00
Wild, Scott	2/11/2023		1.00	260.00	260.00
Wild, Scott	2/18/2023		1.00	260.00	260.00
Wild, Scott	3/11/2023		.50	260.00	130.00
Wild, Scott	4/8/2023		1.00	260.00	260.00
Wild, Scott	6/24/2023		.50	260.00	130.00
Wild, Scott	7/8/2023		1.00	260.00	260.00
Wild, Scott	7/15/2023		.50	260.00	130.00
Senior Technician/Senior Specialist					
Merrell, Scott	3/5/2022		1.75	163.00	285.25
Administrative Support					
Blair, Shelley	12/18/2021		1.00	95.00	95.00
Blair, Shelley	4/9/2022		1.50	95.00	142.50
Blair, Shelley	1/28/2023		.75	95.00	71.25
Blair, Shelley	3/11/2023		.50	95.00	47.50
	Totals		34.50		8,181.50
	<b>Total Labor</b>				<b>8,181.50</b>
				<b>Total This Invoice</b>	<b>\$8,181.50</b>

# 2023 ACQUISITION AND CONSTRUCTION 51 - ETM

Final Audit Report

2024-03-21

Created:	2024-03-21
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtf6UuIgfNhUZJsZk5TnWbW146L9-B11D

## "2023 ACQUISITION AND CONSTRUCTION 51 - ETM" History

-  Document created by Shelley Blair (blairs@etminc.com)  
2024-03-21 - 8:58:44 PM GMT- IP address: 50.229.118.75
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature  
2024-03-21 - 8:58:49 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)  
2024-03-21 - 10:17:57 PM GMT- IP address: 54.235.53.171
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)  
Signature Date: 2024-03-21 - 10:19:11 PM GMT - Time Source: server- IP address: 107.123.33.1
-  Agreement completed.  
2024-03-21 - 10:19:11 PM GMT

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

**3A111**

**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: **52**
- (2) Name of Payee pursuant to Acquisition Agreement:

**Vallencourt Construction Co., Inc.**  
**ACH & Wire Instructions:**  
**Receiving Bank: Synovus Bank**  
**1148 Broadway**  
**Columbus, GA 31901**  
**ABA Routing Number: 061100606**  
**Beneficiary Name: Vallencourt Construction Co, Inc.**

- (3) Amount Payable: **\$ 125,859.45**
- (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 – Application for Payment No. 9 (March 2024)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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

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

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

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

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

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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

[  ],  
CONSULTING ENGINEER

Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman

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



## INVOICE

Date: 03/01/2024

Period To: 03/31/2024

To: Three Rivers CDD  
C/O England Thims & Miller, Inc.  
14775 Old Saint Augustine Road  
Jacksonville, FL 32258

VCC Project #: 202310  
Project #: TRIBUTARY UNIT 15  
Subcontract #:  
Application #: 9

Attn.: Scott Wild

### Project Description: **TRIBUTARY UNIT 15**

#### **Yulee, FL**

ORIGINAL CONTRACT AMOUNT.....	\$	5,361,937.15
CHANGE ORDERS TO DATE.....	\$	-467,905.29
REVISED CONTRACT AMOUNT.....	\$	4,894,031.86
PERCENTAGE COMPLETE.....	.83.48%	
WORK COMPLETE TO DATE.....	\$	4,085,506.68
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,085,506.68
LESS RETAINAGE.....	\$	204,275.46
TOTAL EARNED LESS RETAINAGE.....	\$	3,881,231.22
LESS PREVIOUS BILLINGS.....	\$	3,755,371.77
<b>CURRENT DUE.....</b>	<b>\$</b>	<b>125,859.45</b>

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	132,483.64	4,085,506.68
Retainage:	6,624.19	204,275.46
Net:	125,859.45	3,881,231.22





TO: Three Rivers CDD  
 C/O England Thims & Miller, Inc., 14775 Old Saint Augustine Road  
 Jacksonville, FL 32258

PROJECT: TRIBUTARY UNIT 15

APPLICATION NO: 9

Distribution to:  
 OWNER  
 ENGINEER  
 CONTRACTOR

PERIOD TO: 03/31/2024

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

CONTRACTOR'S  
 PROJECT NO: 2023-10

CONTRACT DATE: 06/06/2023

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$125,054.07	\$-555,814.56
Approved this Month			
Number	Date Approved		
2106	03/29/2024		-37,144.80
TOTALS		\$0.00	\$-37,144.80
Net change by Change Orders			\$-467,905.29

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

CONTRACTOR: Vallencourt Construction Co. Inc. Tim Gaddis Jr, Senior Project Manager

By: Tim Gaddis Jr Date: 04/01/2024

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

1. ORIGINAL CONTRACT SUM.....	\$	5,361,937.15
2. Net change by Change Orders.....	\$	-467,905.29
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	4,894,031.86
4. TOTAL COMPLETED & STORED TO DATE.....	\$	4,085,506.68
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	204,275.46
(Column D + E on G703)		
b. 5.00 % of Stored Materials	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$	204,275.46
6. TOTAL EARNED LESS RETAINAGE:.....	\$	3,881,231.22
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	3,755,371.77
8. CURRENT PAYMENT DUE.....	\$	125,859.45
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,012,800.64
(Line 3 less Line 6)		

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 125,859.45

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

ENGINEER: Scott A. Wild Date: April 2, 2024

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD  
TRIBUTARY UNIT 15**

**Yulee, FL**

APPLICATION NUMBER:

**9**

APPLICATION DATE:

**04/01/2024**

PERIOD TO:

**03/31/2024**

VCC PROJECT #:

**202310**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	<b>General Conditions</b>	<b>\$101,181.11</b>	<b>\$84,712.46</b>	<b>\$1,937.49</b>	<b>\$0.00</b>	<b>\$86,649.95</b>	<b>85.64%</b>	<b>\$14,531.16</b>	<b>\$4,332.50</b>
100	General Conditions	\$96,874.42	\$80,405.77	\$1,937.49	\$0.00	\$82,343.26	85.00%	\$14,531.16	\$4,117.17
104	Construction Entrance	\$4,306.69	\$4,306.69	\$0.00	\$0.00	\$4,306.69	100.00%	\$0.00	\$215.33
	<b>Bonds</b>	<b>\$58,448.94</b>	<b>\$58,448.94</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$58,448.94</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$2,922.45</b>
201	Payment & Performance Bonds	\$58,448.94	\$58,448.94	\$0.00	\$0.00	\$58,448.94	100.00%	\$0.00	\$2,922.45
	<b>NPDES</b>	<b>\$42,716.55</b>	<b>\$37,231.35</b>	<b>\$2,056.95</b>	<b>\$0.00</b>	<b>\$39,288.30</b>	<b>91.97%</b>	<b>\$3,428.25</b>	<b>\$1,964.42</b>
300	NPDES Permit Compliance	\$32,911.20	\$27,426.00	\$2,056.95	\$0.00	\$29,482.95	89.58%	\$3,428.25	\$1,474.15
601	Silt Fence Type III (Regular)	\$9,805.35	\$9,805.35	\$0.00	\$0.00	\$9,805.35	100.00%	\$0.00	\$490.27
	<b>Survey &amp; As-Builts</b>	<b>\$43,948.33</b>	<b>\$30,793.26</b>	<b>\$2,382.29</b>	<b>\$0.00</b>	<b>\$33,175.55</b>	<b>75.49%</b>	<b>\$10,772.78</b>	<b>\$1,658.82</b>
400	Surveying	\$22,688.43	\$18,831.39	\$1,588.19	\$0.00	\$20,419.58	90.00%	\$2,268.85	\$1,020.98
500	Paving And Drainage As-Builts	\$5,293.97	\$2,911.70	\$264.70	\$0.00	\$3,176.40	60.00%	\$2,117.57	\$158.85
500	Water, Sewer, And Reuse As-Builts	\$10,587.93	\$5,823.37	\$529.40	\$0.00	\$6,352.77	60.00%	\$4,235.16	\$317.64
500	Lot As-Builts	\$5,378.00	\$3,226.80	\$0.00	\$0.00	\$3,226.80	60.00%	\$2,151.20	\$161.35
	<b>Pond Excavation</b>	<b>\$453,581.70</b>	<b>\$453,581.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$453,581.70</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$22,679.09</b>
1001	Dewater for Pond	\$32,058.78	\$32,058.78	\$0.00	\$0.00	\$32,058.78	100.00%	\$0.00	\$1,602.94
1002	Pond Excavation From Unit 10	\$201,651.12	\$201,651.12	\$0.00	\$0.00	\$201,651.12	100.00%	\$0.00	\$10,082.56
1002	Pond Excavation From Unit 15	\$219,871.80	\$219,871.80	\$0.00	\$0.00	\$219,871.80	100.00%	\$0.00	\$10,993.59
	<b>Earthwork</b>	<b>\$1,734,055.29</b>	<b>\$1,647,527.42</b>	<b>\$15,421.62</b>	<b>\$0.00</b>	<b>\$1,662,949.04</b>	<b>95.90%</b>	<b>\$71,106.25</b>	<b>\$83,147.46</b>
1104	Strip & Bury Topsoil	\$193,919.44	\$193,919.44	\$0.00	\$0.00	\$193,919.44	100.00%	\$0.00	\$9,695.97
1109	Place & Compact Fill	\$322,606.53	\$322,606.53	\$0.00	\$0.00	\$322,606.53	100.00%	\$0.00	\$16,130.33
1109	Place & Compact Fill (Roadway)	\$22,824.43	\$22,824.43	\$0.00	\$0.00	\$22,824.43	100.00%	\$0.00	\$1,141.22
1110	Earthwork Density Testing	\$26,072.35	\$19,554.28	\$1,303.62	\$0.00	\$20,857.90	80.00%	\$5,214.45	\$1,042.89
1111	Purchase Fill Material	\$922,972.52	\$922,972.52	\$0.00	\$0.00	\$922,972.52	100.00%	\$0.00	\$46,148.63
1113	Remove/Replace Unsuitables	\$151,532.22	\$151,532.22	\$0.00	\$0.00	\$151,532.22	100.00%	\$0.00	\$7,576.62
1118	Final Dressout	\$94,127.80	\$14,118.00	\$14,118.00	\$0.00	\$28,236.00	30.00%	\$65,891.80	\$1,411.80
	<b>Grassing</b>	<b>\$70,260.17</b>	<b>\$16,474.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$16,474.59</b>	<b>23.45%</b>	<b>\$53,785.58</b>	<b>\$823.73</b>
1202	Site Grassing	\$18,230.36	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,230.36	\$0.00
1205	ROW Grassing	\$7,075.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,075.14	\$0.00
1203	Pond Sod	\$16,474.59	\$16,474.59	\$0.00	\$0.00	\$16,474.59	100.00%	\$0.00	\$823.73
1207	Lot Grassing	\$28,480.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,480.08	\$0.00
	<b>Subsoil Stabilization</b>	<b>\$108,660.15</b>	<b>\$95,260.86</b>	<b>\$10,584.54</b>	<b>\$0.00</b>	<b>\$105,845.40</b>	<b>97.41%</b>	<b>\$2,814.75</b>	<b>\$5,292.27</b>
1302	Subgrade for Sidewalk	\$2,814.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,814.75	\$0.00
1304	Subsoil Stabilization (Pavement Areas)	\$105,845.40	\$95,260.86	\$10,584.54	\$0.00	\$105,845.40	100.00%	\$0.00	\$5,292.27
	<b>Base</b>	<b>\$174,096.86</b>	<b>\$0.00</b>	<b>\$87,092.25</b>	<b>\$0.00</b>	<b>\$87,092.25</b>	<b>50.03%</b>	<b>\$87,004.61</b>	<b>\$4,354.61</b>
1407	6" Crushed Concrete Base (LD Pavement)	\$174,096.86	\$0.00	\$87,092.25	\$0.00	\$87,092.25	50.03%	\$87,004.61	\$4,354.61

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD  
TRIBUTARY UNIT 15**

**Yulee, FL**

APPLICATION NUMBER:

**9**

APPLICATION DATE:

**04/01/2024**

PERIOD TO:

**03/31/2024**

VCC PROJECT #:

**202310**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	<b>Asphalt</b>	<b>\$84,942.74</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$84,942.74</b>	<b>\$0.00</b>
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$80,254.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,254.60	\$0.00
1517	Prime Limerock	\$4,688.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,688.14	\$0.00
	<b>Concrete</b>	<b>\$99,917.95</b>	<b>\$58,333.10</b>	<b>\$2,922.50</b>	<b>\$0.00</b>	<b>\$61,255.60</b>	<b>61.31%</b>	<b>\$38,662.35</b>	<b>\$3,062.79</b>
1804	18" Miami Curb & Gutter	\$64,821.05	\$58,333.10	\$2,922.50	\$0.00	\$61,255.60	94.50%	\$3,565.45	\$3,062.79
2000	Sidewalks	\$35,096.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,096.90	\$0.00
	<b>Retaining Walls</b>	<b>\$392,973.30</b>	<b>\$355,828.50</b>	<b>\$37,144.80</b>	<b>\$0.00</b>	<b>\$392,973.30</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$19,648.67</b>
2103	Keystone Retaining Wall	\$355,828.50	\$355,828.50	\$0.00	\$0.00	\$355,828.50	100.00%	\$0.00	\$17,791.43
2106	Handrail for Retaining Wall	\$37,144.80	\$0.00	\$37,144.80	\$0.00	\$37,144.80	100.00%	\$0.00	\$1,857.24
	<b>Storm</b>	<b>\$605,540.48</b>	<b>\$566,399.44</b>	<b>\$10,086.00</b>	<b>\$0.00</b>	<b>\$576,485.44</b>	<b>95.20%</b>	<b>\$29,055.04</b>	<b>\$28,824.29</b>
3003	Dewater Storm Drain	\$26,728.48	\$26,728.48	\$0.00	\$0.00	\$26,728.48	100.00%	\$0.00	\$1,336.43
3000	Storm Drain Installed (Pipe & Structures)	\$507,631.76	\$507,631.76	\$0.00	\$0.00	\$507,631.76	100.00%	\$0.00	\$25,381.59
3077	Underdrain Stubs from Inlets	\$22,360.00	\$22,360.00	\$0.00	\$0.00	\$22,360.00	100.00%	\$0.00	\$1,118.00
3263	Roadway Underdrain	\$10,086.00	\$0.00	\$10,086.00	\$0.00	\$10,086.00	100.00%	\$0.00	\$504.30
3279	Punch Out Storm Drain	\$28,206.70	\$7,048.50	\$0.00	\$0.00	\$7,048.50	24.99%	\$21,158.20	\$352.43
3280	TV Storm Drain	\$10,527.54	\$2,630.70	\$0.00	\$0.00	\$2,630.70	24.99%	\$7,896.84	\$131.54
	<b>Sanitary Sewer</b>	<b>\$399,336.44</b>	<b>\$361,719.27</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$361,719.27</b>	<b>90.58%</b>	<b>\$37,617.17</b>	<b>\$18,085.97</b>
4003	Dewater Gravity Sewer	\$46,663.50	\$46,663.50	\$0.00	\$0.00	\$46,663.50	100.00%	\$0.00	\$2,333.18
4000	Sanitary Sewer Installed (MH's & Pipe)	\$261,009.03	\$261,009.03	\$0.00	\$0.00	\$261,009.03	100.00%	\$0.00	\$13,050.45
4145	Sewer Services	\$54,046.74	\$54,046.74	\$0.00	\$0.00	\$54,046.74	100.00%	\$0.00	\$2,702.34
4144	Punch Out Sewer	\$23,202.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,202.83	\$0.00
4146	TV Test Sewer Main	\$14,414.34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,414.34	\$0.00
	<b>Water Main</b>	<b>\$352,022.87</b>	<b>\$331,994.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$331,994.12</b>	<b>94.31%</b>	<b>\$20,028.75</b>	<b>\$16,599.71</b>
7000	Water Main Installed (All sizes/types)	\$271,737.00	\$271,737.00	\$0.00	\$0.00	\$271,737.00	100.00%	\$0.00	\$13,586.85
7238	Water Services	\$60,257.12	\$60,257.12	\$0.00	\$0.00	\$60,257.12	100.00%	\$0.00	\$3,012.86
7246	Punch Out for Water Main	\$7,575.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,575.50	\$0.00
7250	Testing Water Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	<b>Reuse Main</b>	<b>\$284,269.27</b>	<b>\$265,003.52</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$265,003.52</b>	<b>93.22%</b>	<b>\$19,265.75</b>	<b>\$13,250.19</b>
9000	Reuse Main Installed (All types/sizes)	\$200,287.50	\$200,287.50	\$0.00	\$0.00	\$200,287.50	100.00%	\$0.00	\$10,014.39
9234	Reuse Services	\$64,716.02	\$64,716.02	\$0.00	\$0.00	\$64,716.02	100.00%	\$0.00	\$3,235.80
9239	Punch Out for Reuse Main	\$6,812.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,812.50	\$0.00
9242	Testing Reuse Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	<b>Electrical (Allowance)</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$150,000.00</b>	<b>\$0.00</b>
10000	Electrical Distribution	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
	<b>Sleeves (Allowance)</b>	<b>\$205,985.00</b>	<b>\$20,475.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,475.00</b>	<b>9.94%</b>	<b>\$185,510.00</b>	<b>\$1,023.75</b>
11001	Sleeves, 2.5"	\$34,320.00	\$10,296.00	\$0.00	\$0.00	\$10,296.00	30.00%	\$24,024.00	\$514.80

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where available retainage for line items may apply.

**Three Rivers CDD  
 TRIBUTARY UNIT 15  
 Yulee, FL**

APPLICATION NUMBER: **9**  
 APPLICATION DATE: **04/01/2024**  
 PERIOD TO: **03/31/2024**  
 VCC PROJECT #: **202310**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
11001	Sleeves, 3"	\$47,775.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,775.00	\$0.00
11001	Sleeves, 4"	\$56,550.00	\$10,179.00	\$0.00	\$0.00	\$10,179.00	18.00%	\$46,371.00	\$508.95
11001	Sleeves, 6"	\$67,340.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,340.00	\$0.00
<b>ORIGINAL CONTRACT TOTALS</b>		<b>\$5,361,937.15</b>	<b>\$4,383,783.53</b>	<b>\$169,628.44</b>	<b>\$0.00</b>	<b>\$4,553,411.97</b>	<b>84.92%</b>	<b>\$808,525.18</b>	<b>\$227,670.72</b>
<b>CHANGE ORDERS</b>									
<b>Change Order #001</b>		<b>\$-555,814.56</b>	<b>\$-555,814.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$-555,814.56</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$-27,790.73</b>
001	ODP Materials - Storm	\$-265,367.25	\$-265,367.25	\$0.00	\$0.00	\$-265,367.25	100.00%	\$0.00	\$-13,268.36
001	ODP Materials - Sanitary	\$-103,446.83	\$-103,446.83	\$0.00	\$0.00	\$-103,446.83	100.00%	\$0.00	\$-5,172.34
001	ODP Materials - Watermain	\$-100,159.28	\$-100,159.28	\$0.00	\$0.00	\$-100,159.28	100.00%	\$0.00	\$-5,007.97
001	ODP Materials - Reuse Main	\$-86,841.20	\$-86,841.20	\$0.00	\$0.00	\$-86,841.20	100.00%	\$0.00	\$-4,342.06
<b>Change Order #002</b>		<b>\$125,054.07</b>	<b>\$125,054.07</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$125,054.07</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$6,252.71</b>
1100	Earthwork - Additional Fill, Plan Revisions	\$103,207.23	\$103,207.23	\$0.00	\$0.00	\$103,207.23	100.00%	\$0.00	\$5,160.36
2100	Retaining Wall - Additional wall height, Pla	\$18,105.50	\$18,105.50	\$0.00	\$0.00	\$18,105.50	100.00%	\$0.00	\$905.28
3000	Storm Changes from Plan Revisions, 8/18/2	\$3,741.34	\$3,741.34	\$0.00	\$0.00	\$3,741.34	100.00%	\$0.00	\$187.07
<b>Change Order #004</b>		<b>\$-37,144.80</b>	<b>\$0.00</b>	<b>\$-37,144.80</b>	<b>\$0.00</b>	<b>\$-37,144.80</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$-1,857.24</b>
2106	Credit for Hand Rail, Retaining Wall	\$-37,144.80	\$0.00	\$-37,144.80	\$0.00	\$-37,144.80	100.00%	\$0.00	\$-1,857.24
		<b>\$-467,905.29</b>	<b>\$-430,760.49</b>	<b>\$-37,144.80</b>	<b>\$0.00</b>	<b>\$-467,905.29</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$-23,395.26</b>
<b>TOTAL-----&gt;</b>		<b>\$4,894,031.86</b>	<b>\$3,953,023.04</b>	<b>\$132,483.64</b>	<b>\$0.00</b>	<b>\$4,085,506.68</b>	<b>83.48%</b>	<b>\$808,525.18</b>	<b>\$204,275.46</b>

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$125,859.45**, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through **03/31/2024** on the job of **Three Rivers CDD** to the following described property :

**Project:** TRIBUTARY UNIT 15

**Location:** Yulee, FL

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

**Dated on:** 04/01/2024

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

**Address:** 449 Center Street

Green Cove Springs, FL 32043

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

**By:** *Tim Gaddis Jr*

**Printed Name:** Tim Gaddis

**Title:** Senior Project Manager



# Table of Contents

## Change Orders

- 8. Credit for Hand Rail, Retaining Wall #2106



<b>Title</b>	2023-10 - PayApp - TRIBUTARY UNIT 15 - Vallencourt Construction Co. Inc. - Mar2024
<b>File name</b>	202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_Mar2024.pdf
<b>Audit trail format</b>	MM/DD/YYYY
<b>Status</b>	Signed

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## Document history

<b>Created</b>	04/01/2024 14:38:12 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
<b>Signed</b>	04/01/2024 15:08:17 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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



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

**3BI**

**2021B ACQUISITION AND CONSTRUCTION  
REQUISITION**

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

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

- (1) Requisition Number: **176**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**Dominion Engineering Group, Inc.**
- (3) Amount Payable: **\$11,500.00**
- (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): **February 2024 – Invoice #2024-6402**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:  
**Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

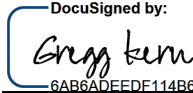
1.  obligations in the stated amount set forth above have been incurred by the Issuer,  
  
or  
  
 this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition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

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

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

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

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By:  6AB6ADEEDEF114B6...  
Responsible Officer

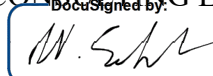
3/28/2024

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

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

DOMINION ENGINEERING GROUP, LLC,  
CONSULTING ENGINEER

3/20/2024

DocuSigned by:  


5CFDEC300EDF47B...  
Title: President/principal

*100% Master Infrastructure*  
NES

\*\*\*\*\* INVOICE \*\*\*\*\*



**Dominion Engineering Group, Inc.**  
**4348 Southpoint Blvd., Suite 201**  
**Jacksonville, Florida 32216**  
**(904) 854-4500**

Date: February 1, 2024  
 Invoice Number 2024-6402  
 Net 15 days

Mr. Liam O'Reilly, PE, Chairman  
**Three Rivers CDD**  
 c/o Stephanie Schackmann  
**Wrathell, Hunt and Associates, LLC**  
 2300 Glades Road, Suite 410W  
 Boca Raton, FL 33431

**Reference: Tributary Western Loop Road**  
**Engineering and Permitting**  
**Nassau County, FL**  
**DEG Project Number 2106.014**

**Task 1 Final Site Planning & FDP Submittal** **\$10,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$10,000.00	0	\$10,000.00	100	\$10,000.00	\$10,000.00	<b>\$0.00</b>

**Task 2 SJRWMD Design & Permitting** **\$15,520.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	100	\$15,520.00	\$15,520.00	<b>\$0.00</b>

**Task 3 Final Engineering & Design** **\$55,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$55,000.00	\$30,000	\$85,000.00	75	\$63,750.00	\$52,250.00	<b>\$11,500.00</b>

**Task 4a Permitting- ERP**

**\$6,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,000.00	\$2,500.00	\$8,500.00	100	\$6,000.00	\$6,000.00	\$0.00

**Task 4b Permitting- Nassau County**

**\$5,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	50	\$2,500.00	\$2,500.00	\$0.00

**Task 4c Permitting JEA & FDEP**

**\$5,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	\$2,500.00	\$7,500.00	100	\$5,000.00	\$5,000.00	\$0.00

**Task 6 Coordination of Secondary Utility**

**\$1,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$1,500.00	0	\$1,500.00	10	\$150.00	\$150.00	\$0.00

**Task 7 Construction Phase Services**

**\$18,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$18,500.00	0	\$18,500.00	10	\$1,850.00	\$1,850.00	\$0.00

**Total Amount Due \$11,500.00**

PM REVIEW: initials (msb)

Select Contract Term Regarding Invoicing:

1. Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.
2. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
ADOPTED BUDGET  
FISCAL YEAR 2024**



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
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**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 671,193				\$ 671,193
Allowable discounts (4%)	(26,848)				(26,848)
Assessment levy: on-roll - net	644,345	\$609,783	\$ 34,562	\$ 644,345	644,345
Assessment levy: off-roll	-	-	-	-	206,878
Developer contribution	122,976	253,556	(16,631)	236,925	251,433
Lot closing	-	13,365	-	13,365	-
Interest & miscellaneous	-	250	-	250	-
Total revenues	767,321	876,954	17,931	894,885	1,102,656
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Supervisor fees	9,000	2,000	7,000	9,000	9,000
FICA	918	153	765	918	918
Engineering	8,500	2,667	5,833	8,500	8,500
Attorney	25,000	3,286	21,714	25,000	25,000
Arbitrage	500	-	500	500	500
DSF accounting: series 2019	7,500	3,125	4,375	7,500	7,500
DSF accounting: series 2021	7,500	3,125	4,375	7,500	7,500
DSF accounting: series 2022	7,500	-	7,500	7,500	7,500
DSF accounting: series 2023	-	-	1,250	1,250	7,500
Dissemination agent: series 2019	1,000	417	583	1,000	1,000
Dissemination agent: series 2021-B1	1,000	417	583	1,000	1,000
Dissemination agent: series 2021-B2	1,000	417	583	1,000	1,000
Dissemination agent: series 2022	1,000	-	1,000	1,000	1,000
Dissemination agent: series 2023	-	-	167	167	1,000
Trustee: series 2019	4,050	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
Audit	6,000	-	6,000	6,000	7,500
Management	45,000	18,750	26,250	45,000	45,000
O&M accounting	-	-	-	-	7,500
Website	705	-	705	705	705
ADA compliance	210	-	210	210	210
Telephone	500	208	292	500	500
Postage	500	248	252	500	500
Insurance: GL and D&O	5,500	5,988	-	5,988	6,000
Printing & binding	500	208	292	500	500
Legal Advertising	1,500	1,310	190	1,500	1,500
Other current charges	500	116	384	500	500

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023		
<b>Professional &amp; administrative</b>					
Dues, licenses & subscriptions	175	175	-	175	175
Tax collector	13,424	12,196	1,228	13,424	13,424
Total professional & administrative	<u>160,982</u>	<u>59,062</u>	<u>104,031</u>	<u>163,093</u>	<u>183,232</u>
<b>Operations &amp; maintenance</b>					
Landscape maintenance	147,400	57,372	90,028	147,400	250,000
Landscape contingency	7,700	-	7,700	7,700	25,000
Lifestyle director	-	-	-	-	70,000
Electric	19,800	20,069	31,500	51,569	5,000
Reclaimed water	44,000	14,783	29,217	44,000	40,000
Lake/stormwater maintenance	15,180	5,750	9,430	15,180	17,000
Irrigation repairs	11,000	2,302	8,698	11,000	11,000
Waste pickup	1,000	-	1,000	1,000	1,440
Accounting	7,500	3,125	4,375	7,500	-
Total operations & maintenance	<u>253,580</u>	<u>103,401</u>	<u>181,948</u>	<u>285,349</u>	<u>419,440</u>
<b>Amenity center</b>					
Utilities					
Telephone & cable	9,566	2,046	7,520	9,566	9,566
Electric	17,500	-	17,500	17,500	55,000
Water/irrigation	18,666	-	18,666	18,666	-
Potable water	-	-	-	-	3,000
Reclaim water	-	-	-	-	15,666
Gas	1,750	311	1,439	1,750	1,750
Trash removal	2,916	1,129	1,787	2,916	2,916
Security					
Alarm monitoring	400	-	400	400	400
Monitoring	14,466	-	14,466	14,466	14,466
Access cards	1,166	-	1,166	1,166	1,166
Management contracts					
Landscape mainenance	30,526	39,295	10,000	49,295	55,000
Landscape contingency	-	-	-	-	5,500
Pool service	28,200	9,400	14,100	23,500	28,200
Pool repairs	5,834	112	5,722	5,834	5,834
Pool chemicals	14,000	-	9,000	9,000	14,000
Janitorial services	16,030	10,632	15,120	25,752	30,240
Janatorial supplies	3,500	-	3,500	3,500	12,000
Fitness equipment lease	38,300	15,649	22,651	38,300	38,300
Techonolgy help desk	-	-	-	-	4,100
HVAC maintenance	-	-	-	-	2,000
Pest control	1,750	840	910	1,750	2,520

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
Pool permits	1,166	-	1,166	1,166	1,166
Repairs & maintenance	9,334	7,885	1,449	9,334	20,000
New capital projects	10,000	-	10,000	10,000	10,000
Special events	11,666	15,016	-	15,016	80,000
Holiday decorations	12,666	11,015	1,651	12,666	12,666
Fitness center repairs/supplies	3,500	-	3,500	3,500	3,500
Office supplies	584	2,216	1,200	3,416	3,600
Operating supplies	10,850	1,463	5,425	6,888	10,850
ASCAP/BMI licences	1,984	-	1,984	1,984	1,984
Insurance: property	30,000	39,889	-	39,889	40,000
Total amenity center	<u>320,654</u>	<u>156,898</u>	<u>194,656</u>	<u>351,554</u>	<u>485,390</u>
Total expenditures	<u>735,216</u>	<u>319,361</u>	<u>480,635</u>	<u>799,996</u>	<u>1,088,062</u>
Net increase/(decrease) of fund balance	32,105	557,593	(462,704)	94,889	14,594
Fund balance - beginning (unaudited)	-	(80,295)	477,298	(80,295)	14,594
Committed					
Future maintenance	14,594	14,594	14,594	14,594	29,188
Working capital	-	-	-	-	-
Unassigned	17,511	462,704	-	-	-
Fund balance - ending (projected)	<u>\$ 32,105</u>	<u>\$477,298</u>	<u>\$ 14,594</u>	<u>\$ 14,594</u>	<u>\$ 29,188</u>

Total Number of Units	3,125
Platted or Anticipated Platted Units	552
Professional & admin amount per unit	54.40
Operations & maintenance and amenity center amount per unit	1,161.52
<b>Total</b>	<b>1,215.92</b>

**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	8,500
The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District has contracted with Dominion Engineering Group, Inc.	
Attorney	25,000
Hopping, Green & Sams provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Arbitrage	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
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
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
Audit	7,500
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
<b>Wrathell, Hunt and Associates, LLC</b> specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	
O&M accounting	7,500
Website	705
ADA compliance	210

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

**EXPENDITURES (continued)**

Telephone	500
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance: GL and D&O	6,000
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	1,500
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	13,424
<b>Operations &amp; maintenance</b>	
Landscape maintenance	250,000
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	25,000
Lifestyle director	70,000
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	5,000
Reclaimed water	40,000
Lake/stormwater maintenance	17,000
Estimated costs for maintenance of all lakes and stormwater that will be maintained by the District. Sitex Aquatics contractor.	
Irrigation repairs	11,000
Estimated costs for any repairs to the irrigation system.	
Waste pickup	1,440
Doody Daddy monthly pick-up services \$120.00 per month	

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

**EXPENDITURES (continued)**

**Amenity center**

Utilities	
Telephone & cable	9,566
Electric	55,000
Potable water	3,000
Reclaim water	15,666
Gas	1,750
Trash removal	2,916
Security	
Alarm monitoring	400
Monitoring	14,466
Access cards	1,166
Management contracts	
Landscape mainenance	55,000
Landscape contingency	5,500
Pool service	28,200
Crown Pools monthly service contract \$2,350 per month	
Pool repairs	5,834
Pool chemicals	14,000
Janitorial services	30,240
Janatorial supplies	12,000
Fitness equipment lease	38,300
Techonolgy help desk	4,100
ARCO help desk support security system, camera, TV, sound system \$100 per hour	
HVAC maintenance	2,000
Southern Technology agreemetrn \$2,000 per year. Does not include repairs.	
Pest control	2,520
Pool permits	1,166
Repairs & maintenance	20,000
AC repairs, handyman, electrician, Onsight Industry	
New capital projects	10,000
Special events	80,000
Holiday decorations	12,666
Fitness center repairs/supplies	3,500
Office supplies	3,600
Operating supplies	10,850
ASCAP/BMI licences	1,984
Insurance: property	40,000
Total expenditures	<u><u>\$ 1,088,062</u></u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2019A-1  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 811,167				\$ 799,666
Allowable discounts (4%)	(32,447)				(31,987)
Net assessment levy - on-roll	778,720	\$ 726,582	\$ 52,138	\$ 778,720	767,679
Off-roll assessments	198,678	82,151	116,527	198,678	153,856
Assessment prepayments	-	22,553	-	22,553	-
Interest	5,000	19,737	-	19,737	5,000
Total revenues	<u>982,398</u>	<u>851,023</u>	<u>168,665</u>	<u>1,019,688</u>	<u>926,535</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	275,000	-	275,000	275,000	285,000
Principal prepayment	-	85,000	-	85,000	-
Interest 11/1	340,650	337,142	3,508	340,650	329,684
Interest 5/1	340,650	-	340,650	340,650	329,684
Tax collector	16,223	14,533	1,690	16,223	15,993
Total expenditures	<u>972,523</u>	<u>436,675</u>	<u>620,848</u>	<u>1,057,523</u>	<u>960,361</u>
Excess/(deficiency) of revenues over/(under) expenditures	9,875	414,348	(452,183)	(37,835)	(33,826)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers out	-	(2,407)	-	(2,407)	-
Total other financing sources/(uses)	<u>-</u>	<u>(2,407)</u>	<u>-</u>	<u>(2,407)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	9,875	411,941	(452,183)	(40,242)	(33,826)
Beginning fund balance (unaudited)	1,354,063	1,586,178	1,998,119	1,586,178	1,545,936
Ending fund balance (projected)	<u>\$ 1,363,938</u>	<u>\$1,998,119</u>	<u>\$1,545,936</u>	<u>\$1,545,936</u>	<u>1,512,110</u>
Use of fund balance:					
Debt service reserve account balance (required)					(1,001,063)
Interest expense - November 1, 2024					(324,163)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 186,884</u>



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

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/23	-		329,684.38	329,684.38	14,380,000.00
05/01/24	285,000.00	3.875%	329,684.38	614,684.38	14,095,000.00
11/01/24	-		324,162.50	324,162.50	14,095,000.00
05/01/25	295,000.00	4.125%	324,162.50	619,162.50	13,800,000.00
11/01/25	-		318,078.13	318,078.13	13,800,000.00
05/01/26	305,000.00	4.125%	318,078.13	623,078.13	13,495,000.00
11/01/26	-		311,787.50	311,787.50	13,495,000.00
05/01/27	320,000.00	4.125%	311,787.50	631,787.50	13,175,000.00
11/01/27	-		305,187.50	305,187.50	13,175,000.00
05/01/28	335,000.00	4.125%	305,187.50	640,187.50	12,840,000.00
11/01/28	-		298,278.13	298,278.13	12,840,000.00
05/01/29	345,000.00	4.125%	298,278.13	643,278.13	12,495,000.00
11/01/29	-		291,162.50	291,162.50	12,495,000.00
05/01/30	360,000.00	4.500%	291,162.50	651,162.50	12,135,000.00
11/01/30	-		283,062.50	283,062.50	12,135,000.00
05/01/31	380,000.00	4.500%	283,062.50	663,062.50	11,755,000.00
11/01/31	-		274,512.50	274,512.50	11,755,000.00
05/01/32	395,000.00	4.500%	274,512.50	669,512.50	11,360,000.00
11/01/32	-		265,625.00	265,625.00	11,360,000.00
05/01/33	415,000.00	4.500%	265,625.00	680,625.00	10,945,000.00
11/01/33	-		256,287.50	256,287.50	10,945,000.00
05/01/34	435,000.00	4.500%	256,287.50	691,287.50	10,510,000.00
11/01/34	-		246,500.00	246,500.00	10,510,000.00
05/01/35	455,000.00	4.500%	246,500.00	701,500.00	10,055,000.00
11/01/35	-		236,262.50	236,262.50	10,055,000.00
05/01/36	475,000.00	4.500%	236,262.50	711,262.50	9,580,000.00
11/01/36	-		225,575.00	225,575.00	9,580,000.00
05/01/37	495,000.00	4.500%	225,575.00	720,575.00	9,085,000.00
11/01/37	-		214,437.50	214,437.50	9,085,000.00
05/01/38	520,000.00	4.500%	214,437.50	734,437.50	8,565,000.00
11/01/38	-		202,737.50	202,737.50	8,565,000.00
05/01/39	545,000.00	4.500%	202,737.50	747,737.50	8,020,000.00
11/01/39	-		190,475.00	190,475.00	8,020,000.00
05/01/40	570,000.00	4.750%	190,475.00	760,475.00	7,450,000.00
11/01/40	-		176,937.50	176,937.50	7,450,000.00
05/01/41	595,000.00	4.750%	176,937.50	771,937.50	6,855,000.00
11/01/41	-		162,806.25	162,806.25	6,855,000.00
05/01/42	625,000.00	4.750%	162,806.25	787,806.25	6,230,000.00
11/01/42	-		147,962.50	147,962.50	6,230,000.00
05/01/43	655,000.00	4.750%	147,962.50	802,962.50	5,575,000.00
11/01/43	-		132,406.25	132,406.25	5,575,000.00
05/01/44	685,000.00	4.750%	132,406.25	817,406.25	4,890,000.00

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

	<b>Principal</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/44	-		116,137.50	116,137.50	4,890,000.00
05/01/45	720,000.00	4.750%	116,137.50	836,137.50	4,170,000.00
11/01/45	-		99,037.50	99,037.50	4,170,000.00
05/01/46	755,000.00	4.750%	99,037.50	854,037.50	3,415,000.00
11/01/46	-		81,106.25	81,106.25	3,415,000.00
05/01/47	795,000.00	4.750%	81,106.25	876,106.25	2,620,000.00
11/01/47	-		62,225.00	62,225.00	2,620,000.00
05/01/48	830,000.00	4.750%	62,225.00	892,225.00	1,790,000.00
11/01/48	-		42,512.50	42,512.50	1,790,000.00
05/01/49	875,000.00	4.750%	42,512.50	917,512.50	915,000.00
11/01/49	-		21,731.25	21,731.25	915,000.00
05/01/50	915,000.00	4.750%	21,731.25	936,731.25	-
<b>Total</b>	<b>14,380,000.00</b>		<b>11,233,356.28</b>	<b>25,613,356.28</b>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2019A-2  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Off-roll assessments	\$ 3,562	\$ -	\$ 3,562	\$ 3,562	\$ 3,326
Interest	-	62	-	62	-
Total revenues	<u>3,562</u>	<u>62</u>	<u>3,562</u>	<u>3,624</u>	<u>3,326</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal prepayment	-	5,000	-	5,000	-
Interest 11/1	1,781	1,781	-	1,781	1,663
Interest 5/1	1,781	-	1,663	1,663	1,663
Total expenditures	<u>3,562</u>	<u>6,781</u>	<u>1,663</u>	<u>8,444</u>	<u>3,326</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(6,719)	1,899	(4,820)	-
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers in	-	2,407	-	2,407	-
Total other financing sources/(uses)	<u>-</u>	<u>2,407</u>	<u>-</u>	<u>2,407</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(4,312)	1,899	(2,413)	-
Beginning fund balance (unaudited)	41,404	13,636	9,324	13,636	11,223
Ending fund balance (projected)	<u>\$ 41,404</u>	<u>\$ 9,324</u>	<u>\$ 11,223</u>	<u>\$11,223</u>	<u>11,223</u>
Use of fund balance:					
Debt service reserve account balance (required)					(3,563)
Interest expense - November 1, 2024					(1,663)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 5,997</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			1,662.50	1,662.50	70,000.00
05/01/24			1,662.50	1,662.50	70,000.00
11/01/24			1,662.50	1,662.50	70,000.00
05/01/25			1,662.50	1,662.50	70,000.00
11/01/25			1,662.50	1,662.50	70,000.00
05/01/26			1,662.50	1,662.50	70,000.00
11/01/26			1,662.50	1,662.50	70,000.00
05/01/27			1,662.50	1,662.50	70,000.00
11/01/27			1,662.50	1,662.50	70,000.00
05/01/28			1,662.50	1,662.50	70,000.00
11/01/28			1,662.50	1,662.50	70,000.00
05/01/29	70,000.00	4.750%	1,662.50	71,662.50	-
<b>Total</b>	<b>70,000.00</b>		<b>19,950.00</b>	<b>89,950.00</b>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2021B  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment: off-roll	\$ 14,850	\$ -	\$ -	\$ -	\$ -
Interest	-	3,581	-	3,581	-
Total revenues	<u>14,850</u>	<u>3,581</u>	<u>-</u>	<u>3,581</u>	<u>-</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal prepayment	-	265,000	-	265,000	-
Interest	14,850	5,962	-	5,962	-
Total expenditures	<u>14,850</u>	<u>270,962</u>	<u>-</u>	<u>270,962</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(267,381)	-	(267,381)	-
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers out	-	-	(201,666)	(201,666)	-
Total other financing sources/(uses)	<u>-</u>	<u>-</u>	<u>(201,666)</u>	<u>(201,666)</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(267,381)	(201,666)	(469,047)	-
Beginning fund balance (unaudited)	89,712	469,047	201,666	469,047	-
Ending fund balance (projected)	<u>\$ 89,712</u>	<u>\$ 201,666</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
Use of fund balance:					
Debt service reserve account balance (required)					-
Principal and Interest expense - November 1, 2024					-
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ -</u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2021B (SOUTH ASSESSMENT AREA)  
FISCAL YEAR 2024**

	Fiscal Year 2023				Adopted Budget FY 2024
	Adopted Budget FY 2023	Actual through 02/28/23	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Special assessment: off-roll	\$ 462,500	\$ -	\$ 462,500	\$ 462,500	\$ 462,500
Interest	-	6,833	-	6,833	-
Total revenues	<u>462,500</u>	<u>6,833</u>	<u>462,500</u>	<u>469,333</u>	<u>462,500</u>
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Interest	462,500	231,250	231,250	462,500	462,500
Total debt service	<u>462,500</u>	<u>231,250</u>	<u>231,250</u>	<u>462,500</u>	<u>462,500</u>
Total expenditures	<u>462,500</u>	<u>231,250</u>	<u>231,250</u>	<u>462,500</u>	<u>462,500</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(224,417)	231,250	6,833	-
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers out	-	(1,638)	-	-	-
Total other financing sources/(uses)	<u>-</u>	<u>(1,638)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(226,055)	231,250	6,833	-
Beginning fund balance (unaudited)	703,070	695,991	469,936	695,991	702,824
Ending fund balance (projected)	<u>\$ 703,070</u>	<u>\$ 469,936</u>	<u>\$ 701,186</u>	<u>\$702,824</u>	<u>702,824</u>
Use of fund balance:					
Debt service reserve account balance (required)					(462,500)
Principal and Interest expense - November 1, 2024					(231,250)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 9,074</u>

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

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			231,250.00	231,250.00	10,000,000.00
05/01/24			231,250.00	231,250.00	10,000,000.00
11/01/24			231,250.00	231,250.00	10,000,000.00
05/01/25			231,250.00	231,250.00	10,000,000.00
11/01/25			231,250.00	231,250.00	10,000,000.00
05/01/26			231,250.00	231,250.00	10,000,000.00
11/01/26			231,250.00	231,250.00	10,000,000.00
05/01/27			231,250.00	231,250.00	10,000,000.00
11/01/27			231,250.00	231,250.00	10,000,000.00
05/01/28			231,250.00	231,250.00	10,000,000.00
11/01/28			231,250.00	231,250.00	10,000,000.00
05/01/29			231,250.00	231,250.00	10,000,000.00
11/01/29			231,250.00	231,250.00	10,000,000.00
05/01/30			231,250.00	231,250.00	10,000,000.00
11/01/30			231,250.00	231,250.00	10,000,000.00
05/01/31			231,250.00	231,250.00	10,000,000.00
11/01/31			231,250.00	231,250.00	10,000,000.00
05/01/32			231,250.00	231,250.00	10,000,000.00
11/01/32			231,250.00	231,250.00	10,000,000.00
05/01/33			231,250.00	231,250.00	10,000,000.00
11/01/33			231,250.00	231,250.00	10,000,000.00
05/01/34			231,250.00	231,250.00	10,000,000.00
11/01/34			231,250.00	231,250.00	10,000,000.00
05/01/35			231,250.00	231,250.00	10,000,000.00
11/01/35			231,250.00	231,250.00	10,000,000.00
05/01/36	10,000,000.00	4.625%	231,250.00	10,231,250.00	-
<b>Total</b>	<b>10,000,000.00</b>		<b>6,012,500.00</b>	<b>16,012,500.00</b>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

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

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
<b>Conventional</b>					
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
<b>Total</b>	<b>231</b>				

**On-Roll Assessments (Platted Lots in Unit 3)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
<b>Conventional</b>					
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
<b>Total</b>	<b>53</b>				

**On-Roll Assessments (Platted Lots in Unit 4)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
<b>Age-Restricted</b>					
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
<b>Total</b>	<b>100</b>				



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

**On-Roll Assessments (Platted Lots in Units 6)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
<b><u>Conventional</u></b>					
SF 40'	63	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 1,371.00
SF 45'	105	1,215.93	1,510.64	2,726.57	1,420.00
SF 50'	-	1,215.93	1,562.77	2,778.70	1,469.00
SF 60'	-	1,215.93	1,667.02	2,882.95	1,567.00
SF 65'	-	1,215.93	1,719.15	2,935.08	1,616.00
<b>Total</b>	<b>168</b>				

**Off-Roll Assessments (Platted Lots in Units 5)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
<b><u>Age-Restricted</u></b>					
SF 45'	-	\$ 1,142.97	\$ -	\$ -	\$ -
SF 50'	61	1,142.97	1,469.00	1,469.00	1,469.00
SF 60'	41	1,142.97	1,567.00	1,567.00	1,567.00
<b>Total</b>	<b>102</b>				

**Off-Roll Assessments (Platted Lots in Units 8)**

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2024 O&amp;M Assessment per Unit</u>	<u>FY 2024 DS Assessment per Unit</u>	<u>FY 2024 Total Assessment per Unit</u>	<u>FY 2023 Total Assessment per Unit</u>
SF 50'	50	\$ 1,142.97	\$ -	\$ 1,142.97	
SF 60'	29	1,142.97	-	1,142.97	
	<b>79</b>				

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

**5A**

**NEWS-LEADER**  
Published Weekly  
P.O. Box 16766 (904) 261-3696  
Fernandina Beach, Nassau County, Florida 32034

STATE OF FLORIDA  
COUNTY OF NASSAU:

Before the undersigned authority personally appeared  
Tracy Dishman

Who on oath says that (s)he is the Editor of the Fernandina Beach News-Leader, a weekly newspaper published at Fernandina Beach in Nassau County, Florida; that the attached copy of the advertisement, being a LEGAL NOTICE in the matter of

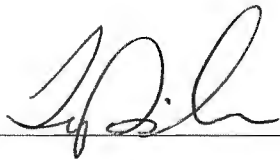
**NOTICE OF RULE DEVELOPMENT  
THREE RIVERS DEVELOPMENT**

Was published in said newspaper in the issue(s) of


03/13/2024  
Ad #805001

Affiant further says that the said News-Leader is a newspaper published at Fernandina Beach, in said Nassau County, Florida and that the said newspaper has heretofore been continuously published in said Nassau County, Florida, each week and has been entered as second class mail matter at the post office in Fernandina Beach in said Nassau County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and Affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Sworn to and subscribed to before me  
This 13th day of March, A.D. 2024

  
Brooke Bird, Notary Public  
BB Personally Known



**NOTICE OF RULE DEVELOPMENT BY THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**  
In accordance with Chapters 120 and 190, Florida Statutes, the Three Rivers Community Development District (the District) hereby gives notice of its intention to adopt its amended Amenity Rates (Amended Amenity Rates), all of which govern the operation of the Districts amenity facilities and other properties. The Amended Amenity Rates will address certain revisions to the Districts rules and policies governing the operation of the Districts amenity facilities and other properties.  
The purpose and effect of the Amended Amenity Rates is to provide for efficient and effective District operations of the Districts amenity facilities and other properties by setting policies, regulations, rates and fees to implement the provisions of Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.035(2), 190.011 (5), 190.012, 120.54, 120.69 and 120.81, Florida Statutes.  
A public hearing on the adoption of the Amended Amenity Rates will be conducted by the District on April 18, 2024 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097. A preliminary copy of the proposed Amended Amenity Rates may be obtained by contacting the District Manager at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; Ph: (561) 571-0010.  
Ernesto Torres  
District Manager  
FNL 1T 03-13-2024  
#805001

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

**5B**

**RESOLUTION 2024-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED AMENITY POLICIES AND RATES INCLUDING REVISED SUSPENSION AND TERMINATION POLICIES; PROVIDING A SEVERABILITY CLAUSE; 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*, being situated entirely within Nassau County, Florida; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District’s Board of Supervisors (“Board”) desires to adopt revised Amenity Rates and Suspension and Termination of Privileges Rule (together, “Amenity Rules”), all of which govern the operation of the Amenity Facilities and other properties; and

**WHEREAS**, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the revised Amenity Rules, which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

**WHEREAS**, the Board finds that the revised Amenity Rules outlined in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

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

**SECTION 1.** The Amenity Rules set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of April, 2024.

ATTEST:

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Amenity Rules

**EXHIBIT A**

**AMENITY RATES**

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

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<sup>1</sup> 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.

<sup>2</sup> 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.

## SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2023)

Effective Date: April 18, 2024

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In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 18, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Three Rivers Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

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**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities, and other District Property (together, the “Amenities”).

**2. General Rule.** All persons using or entering the Amenities are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

**3. Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate access to the Amenities of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or Access Card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Policies and Procedures);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, Patrons, or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners,



- [Patrons, or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
  - m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenities access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenities access.

**4. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**5. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**6. Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

**7. Initial Suspension from Amenities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**8. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
- b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions
- c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by

Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. 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 or termination. The Board's decision on appeal shall be final.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenities, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**13. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

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

**6**

OnPlace Recommended Edits to add Covered Pavilion Rentals

Facility Rental Policies

pg. 15 (1) adjusted verbiage

pg. 16 (8) Add in the capacity for the Covered Pavilion

Exhibit C Amenity Rental Application

Add capacity/seating for Covered Pavilion

Considerations

Consider adding 1 rental per household within a 90-day period. This would be a quarterly timeframe. This will help ensure equal accessibility to all residents.

Recommend adding a minimum number of hours to rent the space to avoid overloading the space with rentals.

Consider a rate change for Covered Pavilion rentals that differs from the Social Room rate.

- Recommend a 5 hour rental time for \$500; not allowing for a lesser amount of time.

The deposit amount could remain \$250 mirroring the Social Room deposit amount.

- Recommend not offering after-hour times/rates for the Covered Pavilion

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT**

**AMENITY POLICIES AND RATES**

ADOPTED AUGUST 31, 2022

## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



### AMENITIES ACCESS AND USAGE

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

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

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

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

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

of repair, maintenance or cleaning.

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

### **SMOKING, DRUGS AND ALCOHOL**

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

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

### **ALCOHOL POLICIES**

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

### **SERVICE ANIMAL POLICY**

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

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

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

### SWIMMING POOL POLICIES

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

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



### FITNESS CENTER POLICIES

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

### PICKLEBALL COURT POLICIES

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

### PLAYGROUND POLICIES

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

### DOG PARK POLICIES

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

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

### FIRE PIT POLICIES

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

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

## FACILITY RENTAL POLICIES

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

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

### KAYAK FACILITY RENTAL POLICIES

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

Only Patrons are authorized to rent the Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

Capsizing of boats is prohibited.

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

### LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater 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 <sup>1</sup> (AC Space) During regular hours of operation	\$50.00 per hour
Amenity Rental – Fee for Social Room <sup>2</sup> (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

<sup>1</sup> 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

<sup>2</sup> 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 \_\_\_\_\_, 20\_\_

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

Amenities Access Registration Form: Adopted \_\_\_\_\_, 20\_\_



**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](http://www.whhassociates.com)

-----

**OFFICE USE ONLY:**

\_\_\_\_\_  
**Date Received**

\_\_\_\_\_  
**Date Entered in System**

\_\_\_\_\_  
**Staff Member Signature**

**PRIMARY RESIDENT:** \_\_\_\_\_

**ADDITIONAL INFORMATION:**

Phase \_\_ - \_\_ Phase \_\_ - \_\_ Phase \_\_ - \_\_

New Construction: \_\_ Re-Sale: \_\_ Prior Owner: \_\_\_\_\_

Rental: \_\_ Landlord/Owner: \_\_\_\_\_

Lease Term: \_\_\_\_\_ Tenant/Renter: \_\_\_\_\_



**EXHIBIT C**  
**AMENITY RENTAL APPLICATION**

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

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

Requested Location: (Social Room or Covered Pavilion) \_\_\_\_\_

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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

**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 rented facility; either the Social Room **only** or the Covered Pavilion. The pool area, covered pavilion, fitness center and park areas will remain open to all Patrons of the Amenity Facilities in accordance with then-applicable hours of operation.

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

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

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

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

<p>_____ 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.</p>

*For District Use Only:*

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

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

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

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

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

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 Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Three Rivers Community Development District**  
**GUEST PASS/LIABILITY WAIVER FORM**

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

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

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

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

\_\_\_\_\_  
Signature of Guest

\_\_\_\_\_  
Date

Phone Number:

Address of Resident:

Resident Phone Number

**Composite Exhibit E**  
**Community Interest Groups**





## Community Group Guidelines

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

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

### I. Guidelines

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



- i. Community Groups must have at least one (1) designated Group Leader who provides the Lifestyle Director with contact information to be provided in the Tributary Newsletter communications and/or for other publications.
  - ii. The Interest Group leader shall be specified as part of the initial Community Group application.
  - iii. The designated Group Leader must sign the Three Rivers CDD Amenity Policies & Rates and agree to ensure the Group abides by the Three Rivers CDD Amenity Policies & Rates.
  - iv. The designated Group Leader agrees to notify the Management team immediately if violations of the Amenity Center guidelines are committed by any Group members..
  - v. The Community Group Leader must apprise the Lifestyle Director on a regular basis of updates, activities, programs, and room reservation needs through [hello@tributaryliving.com](mailto:hello@tributaryliving.com) by the applicable submission deadline. All requests must be sent in writing to the Lifestyle Director at [hello@tributaryliving.com](mailto: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](mailto: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](mailto:hello@tributaryliving.com) by the specified submission deadline.
- d. Communications must be received in their entirety by email to the Lifestyle Director. The Lifestyle Director reserves the right to edit communications for brevity or readability, and/or to request the Group Administrator to edit communications for clarity or other reasons.

E. Dues, Financial Management, and Liability

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

F. Compliance and Authority

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



**EXHIBIT A- COMMUNITY GROUP APPLICATION**

Date Submitted: \_\_\_\_\_

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

**Club & Interest Group Information**

**Group Leader Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Community Group Name:** \_\_\_\_\_

**Description:** \_\_\_\_\_

**Proposed Meeting Dates:** \_\_\_\_\_

**Proposed Meeting Times:** \_\_\_\_\_

**Proposed Events:** \_\_\_\_\_

**Required Roster Provided? YES \_\_\_\_\_ NO \_\_\_\_\_**

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

Resident Signature: \_\_\_\_\_





**Management Review**

Approved \_\_\_\_\_ Denied \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**7**

**AGREEMENT BETWEEN THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AND ELITE AMENITIES NE FLORIDA, LLC FOR AMENITY STAFFING SERVICES**

This agreement (hereinafter "Agreement") is effective as of April 12, 2024 by and between:

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

**Elite Amenities NE Florida, LLC**, a Florida limited liability company with offices located at 4116 Running Bear Lane, St. Johns, Florida 32259 (hereinafter "Contractor").

RECITALS

1. The District is a special purpose unit of local government established pursuant to and governed by Chapter 190, Florida Statutes.
2. The District owns, operates, and maintains an amenity center with areas available for rent by residents and paid users ("Recreation Facilities").
3. The District desires to enter into an agreement with an independent contractor to provide amenity staffing to the Recreational Facilities pursuant to Contractor's proposal, as set forth in more detail in **Exhibit A** attached hereto and incorporated herein ("Services").
4. Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement.
5. 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. 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. CONTRACTOR'S OBLIGATION.

- A. General Requirements. Contractor shall be responsible for all duties



associated with staffing the Recreation Facilities as set forth in **Exhibit A**.

C. Investigation and Report of Accidents/Claims. Contractor shall promptly investigate and provide a full written report as to all accidents or claims for damage relating to the Recreation Facilities, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. Contractor shall not file any claims with the District's insurance company without first seeking the prior consent of the District.

D. Compliance with Government Rules, Regulations, Requirements and Orders. Contractor shall take such action as necessary to comply promptly with any and all orders or conditions affecting the Recreation Facilities placed thereon by any governmental authority having jurisdiction, by the Board of Fire Underwriters, or by other similar entities, upon receipt of notice of same. To the extent such action would cause the Contractor or District to incur a material expense, Contractor shall first consult with the onsite manager prior to incurring such expense. Notwithstanding the foregoing, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event less than seventy-two (72) hours notify the District in writing of all such orders or conditions of which it receives notice. Costs of compliance with such orders or conditions shall be the responsibility of the District; provided, however, that if such requirements are imposed specifically on Contractor personnel, then Contractor shall be required to bear such expense. By way of example and not limitation, costs to comply with changes in requirements for certifications of lifeguards shall be the responsibility of Contractor; costs to comply with changes in requirements for the Facility itself shall be the responsibility of the District. Recognizing that the Contractor may be in possession of information required, Contractor shall cooperate fully and in good faith with the preparation by the District for execution and filing by the District of any forms, reports and returns which may be required by law in connection with the ownership, maintenance and operation of the District's Recreation Facilities. By way of example and not limitation, this includes renewal of permits, the filing of required forms with the Department of Health, etc.

E. Adherence to District Rules, Regulations and Policies. Contractor's personnel shall be familiar with all District written policies and procedures and shall use its best efforts and sound professional judgment to inform persons using the Recreation Facilities, as appropriate in each situation, of the applicable rules, policies and notices as may be promulgated by the District from time to time. Contractor shall ensure that its personnel conform therewith, and shall use its professional judgment to enforce said rules, policies and notices while staffing the Recreation Facilities. Contractor assures the District that all third parties will be dealt with at arm's length, and that the District's best interest will be served at all times.

F. Uniforms. The Contractor shall provide all necessary uniforms and staff shall be appropriately dressed for their duties.





G. Authority. The Contractor shall exercise its prerogatives as an independent contractor to direct and control its employees under this contract. The Owner may communicate its needs directly to the Contractor's employees from time to time, as the need arises, but shall normally communicate through the Contractor's staff manager and/or supervisor.

SECTION 3. BILLING AND PAYMENT.

Fees: The estimated fees based on the schedule pursuant to **Exhibit A** shall be paid on a worked basis at \$27.55 per hour.

The pricing set forth above, shall be consistent throughout the term of this agreement. Contractor shall keep detailed time records of all personnel and time sheets for all personnel shall be submitted to the District each month. By the fifth day of each month, Contractor shall submit to the District a detailed invoice which shall be based upon the actual hours worked for the previous month. Invoices shall be payable within fifteen (15) days of receipt. Contractor shall keep detailed time records for each employee (including at which district the employee worked) and shall make individual time sheets, signed by the employee, available to the District upon request.

SECTION 4. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage by Contractor or its employees. Contractor agrees to repair any damage resulting from Contractor's activities and work within 24 hours.

SECTION 5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide District with a certificate naming the District, its staff, consultants, and supervisors as additional insureds. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this contract.





A. Investigation and Report of accidents/claims. Contractor shall promptly investigate and provide a full written report as to all injuries, accidents or claims and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith. Contractor shall not file any claims with the District's insurance company without first seeking the prior consent of the District.

SECTION 6. INDEPENDENT CONTRACTOR. Contractor and District agree that Contractor is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District.

SECTION 7. INDEMNIFICATION. Contractor agrees to indemnify, defend, and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of any negligent act or omission, or willful misconduct, of the Contractor or its employees or agents.

SECTION 8. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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, 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 the Doctrine of Sovereign Immunity or by operation of law.

SECTION 10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arms length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

SECTION 11. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 12. TERMINATION. The District shall have the right to terminate this Agreement upon fifteen (15) days notice due to Contractor's failure to perform in accordance with the terms of this Agreement. Contractor shall be given 5 days upon receipt of said notice to cure the failure to the satisfaction of the District. If said failure cannot be cured within 5 days,





the District, in its sole discretion, may extend the time for cure. The District shall, nonetheless, have the right to cancel this Agreement upon thirty (30) days written notice for any reason. Contractor shall have the right to cancel this Agreement upon ninety (90) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party cancels this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of cancellation for the work performed up to that date.

SECTION 13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Should there be any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control.

SECTION 14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 16. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- 1. If to Contractor: Elite Amenities NE Florida, LLC  
4116 Running Bear Lane  
St. Johns, Florida 32259  
Attn: Eric Meyer
- 2. 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  
107 West Colle Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or





corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 18. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments made by Contractor without the prior written approval of the District are void.

SECTION 19. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute between the Parties shall be in Nassau County, Florida.

SECTION 20. EFFECTIVENESS AND TERM. This Agreement shall become effective as of the date of execution by the last signing party. The term of this Agreement shall begin on the date first written above and shall remain in effect for a period of twelve (12) months. This Agreement may be renewed for additional terms twelve (12) month terms. In the event that this agreement is renewed for additional terms, the parties agree to use good faith in setting the compensation for such additional term(s).

SECTION 21. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is James Perry ("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, TORRESE@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

SECTION 23. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, 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 Work, 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. 448.09(1), 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.





IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the day and year first written above.

ATTEST:

DocuSigned by:  
*Ernesto Torres*  
\_\_\_\_\_  
AE6196FB34D4464...  
Secretary/Assistant Secretary  
4/12/2024

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:  
*Gregg Kern*  
\_\_\_\_\_  
6AB6ADEEDF114B6...  
Chairperson 4/12/2024

**ELITE AMENITIES NE FLORIDA, LLC**

\_\_\_\_\_  
Witness

*[Signature]*  
\_\_\_\_\_  
By: *ERIC MEJIA*  
Its: *PRESIDENT*  
\_\_\_\_\_

**Exhibit A: Proposal**

*[Handwritten mark]*

**Exhibit A**



**Three Rivers CDD**

*Elite Amenities Contract for Staffing 2024 Season*

April 11, 2024

This agreement is entered into by and between Three Rivers CDD (aka Tributary) and Elite Amenities NE Florida LLC. In consideration of the mutual promises made in this agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Three Rivers CDD hereby accepts the Proposal submitted by Elite Amenities. Both agree that a copy of said proposal is below and hereby becomes part of this contract agreement.

General Description:

Elite Amenities Attendants will perform duties as outlined by the property management team/BOD. All staff will be properly certified, trained, background checked, and supervised by an Elite Amenities Management team member. All staff members will be official employees of Elite Amenities who will be responsible for payment of staff salaries, federal & state taxes, to include unemployment and Worker's Compensation as required by the state of Florida. Copies of all relative documents and insurance will be provided to Management upon contract signing.

**2024 Proposed Schedule**

DATES: As needed with 14 days' notice

TIME: As needed

STAFF: 1 Attendant with Supervisor visiting bi-weekly to oversee staff and do evaluations for performance level and safety checks, as well as monthly in-service training.

FEE: \$27.55/hour

A handwritten signature in black ink, appearing to be a stylized 'W' or similar mark.

Fees for services will be invoiced in advance of service on the 1<sup>st</sup> and 15<sup>th</sup> of the month. A late fee of 1.5% will be assessed if payment has not been received within 30 days.

Description of Duties:

Attendants are responsible for;

- Ensuring the renters keep the noise level down when on the premises.
- Ensuring the renters exit the premises at appropriate time.
- Walking through the renter's premises ensuring the area has been cleaned.
- Other responsibilities agreed upon by the Property Management and Elite Amenities

NOTE: In case of infractions/emergencies, staff are required to contact appropriate management or BOD immediately. When disturbances beyond the norm occur, staff are required to contact the police and log all information.

Staff Requirements:

Emergency/First Aid:

In the event of an emergency, attendants shall be aware of the location of the first aid kit, biohazard, AED, and emergency phone and shall know how to handle situations with blood and bodily fluids.

Uniforms: Elite Amenities shall provide all necessary uniforms, including STAFF T-shirts.

Additional Services:

Pool Monitors and Lifeguards are available for private parties and community events.

Elite Amenities can also provide swim lessons for all ages with certified instructors, event staffing, sports programming, children's programs, summer and holiday camps and other amenity services as needed.

This contract shall be renewable on an annual basis, subject to mutual agreement by both parties of the terms of any such renewal.

Certificate of Liability Insurance and Worker's Compensation provided by Elite Amenities. The laws of Nasua County, Florida shall govern this agreement. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

This agreement shall be binding upon parties, and upon their heirs, executors, personal representatives, administrators, and assigners. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest. Cancellations in contract terms must have 30 days' notice from either party.

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

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

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 29, 2024**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 29, 2024**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Debt Service Fund Series 2021B SSA	Debt Service Fund Series 2023	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021B	Capital Projects Fund Series 2021B SSA	Capital Projects Fund Series 2023	Total Governmental Funds
<b>ASSETS</b>											
Cash	\$ 499,996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 499,996
Investments											
Revenue	-	1,367,729	379	3,248	96,001	562,971	-	-	-	-	2,030,328
Reserve	-	888,419	3,325	14,850	285,594	1,048,358	-	-	-	-	2,240,546
Prepayment	-	3,864	18	189,229	-	685,057	-	-	-	-	878,168
Construction	-	-	-	-	-	-	-	11,202	26,620	29,499	67,321
Construction - master	-	-	-	-	-	-	2,037	-	-	-	2,037
Construction - neighborhood	-	-	-	-	-	-	1	-	-	-	1
Cost of issuance	-	-	-	-	-	20,541	-	-	-	-	20,541
Capitalized interest	-	-	-	-	-	3,077	-	-	-	-	3,077
Interest	-	-	-	3,459	-	18,631	-	-	-	-	22,090
General redemption	-	-	-	12	477	-	-	-	-	-	489
Undeposited funds	210	22,067	-	-	-	-	-	-	-	-	22,277
Due from Three Rivers Developers	13,430	4,384	-	-	-	872	-	9,485	-	974,716	1,002,887
Due from Lennar	23,145	18,225	-	-	-	-	-	-	-	-	41,370
Due from Nassau County	-	-	-	-	-	-	-	-	115,327	-	115,327
Due from other	-	-	-	-	-	-	-	6	450	-	456
Due from debt service fund 2019A-1	-	-	5,509	-	-	229,033	-	-	-	-	234,542
Due from capital projects fund 2021B	-	-	-	-	-	-	-	-	6,870	-	6,870
Utility deposit	33,967	-	-	-	-	-	-	-	-	-	33,967
Prepaid expense	10,835	-	-	-	-	-	-	-	-	-	10,835
Total assets	<u>\$ 581,583</u>	<u>\$ 2,304,688</u>	<u>\$ 9,231</u>	<u>\$ 210,798</u>	<u>\$ 382,072</u>	<u>\$ 2,568,540</u>	<u>\$ 2,038</u>	<u>\$ 20,693</u>	<u>\$ 149,267</u>	<u>\$ 1,004,215</u>	<u>\$ 7,233,125</u>
<b>LIABILITIES</b>											
Liabilities:											
Accounts payable	743	-	-	-	-	-	-	-	-	-	743
Due to Developer	246	-	-	-	-	-	-	-	-	-	246
Credit Card	837	-	-	-	-	-	-	-	-	-	837
Due to other	319	-	-	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	-	-	5,509
Due to capital projects fund 2023	-	229,033	-	-	-	-	-	-	-	-	229,033
Due to capital projects fund 2021BSAA	-	-	-	-	-	-	-	6,870	-	-	6,870
Contracts payable	-	-	-	-	-	-	-	9,485	-	315,116	324,601
Retainage payable	-	-	-	-	-	-	-	27,249	136,952	396,293	560,494
Developer advance	20,000	-	-	-	-	-	-	-	-	-	20,000
Total liabilities	<u>22,145</u>	<u>234,542</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>43,604</u>	<u>136,952</u>	<u>711,409</u>	<u>1,148,652</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>											
Unearned revenue	12,001	-	-	-	-	-	-	-	-	-	12,001
Deferred receipts	36,575	22,609	-	-	-	872	-	9,485	115,327	974,716	1,159,584
Total deferred inflows of resources	<u>48,576</u>	<u>22,609</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>872</u>	<u>-</u>	<u>9,485</u>	<u>115,327</u>	<u>974,716</u>	<u>1,171,585</u>
<b>FUND BALANCES</b>											
Assigned:											
Restricted for											
Debt service	-	2,047,537	9,231	210,798	382,072	2,567,668	-	-	-	-	5,217,306
Capital projects	-	-	-	-	-	-	2,038	(32,396)	(103,012)	(681,910)	(815,280)
Unassigned	510,862	-	-	-	-	-	-	-	-	-	510,862
Total fund balances	<u>510,862</u>	<u>2,047,537</u>	<u>9,231</u>	<u>210,798</u>	<u>382,072</u>	<u>2,567,668</u>	<u>2,038</u>	<u>(32,396)</u>	<u>(103,012)</u>	<u>(681,910)</u>	<u>4,912,888</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 581,583</u>	<u>\$ 2,304,688</u>	<u>\$ 9,231</u>	<u>\$ 210,798</u>	<u>\$ 382,072</u>	<u>\$ 2,568,540</u>	<u>\$ 2,038</u>	<u>\$ 20,693</u>	<u>\$ 149,267</u>	<u>\$ 1,004,215</u>	<u>\$ 7,233,125</u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 5,602	\$ 628,683	\$ 644,345	98%
Assessment levy: off-roll	6,001	91,152	206,878	44%
Developer contribution	-	152,549	251,433	61%
Lot closing	-	64,006	-	N/A
Interest and miscellaneous	370	5,005	-	N/A
Total revenues	<u>11,973</u>	<u>941,395</u>	<u>1,102,656</u>	85%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor fees	-	1,800	9,000	20%
FICA	-	138	918	15%
Engineering	641	2,451	8,500	29%
Attorney	365	3,058	25,000	12%
Arbitrage	-	-	500	0%
DSF accounting: series 2019	-	-	7,500	0%
DSF accounting: series 2021	1,250	6,250	7,500	83%
DSF accounting: series 2022	-	-	7,500	0%
DSF accounting: series 2023	625	3,125	7,500	42%
Dissemination agent: series 2019	83	417	1,000	42%
Dissemination agent: series 2021-B1	83	417	1,000	42%
Dissemination agent: series 2021-B2	83	417	1,000	42%
Dissemination agent: series 2022	-	-	1,000	0%
Dissemination agent: series 2023	83	417	1,000	42%
Trustee: series 2019	-	4,256	4,300	99%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	-	-	4,000	0%
Trustee: series 2022	-	-	4,000	0%
Trustee: series 2023	-	-	4,000	0%
Audit	-	-	7,500	0%
Management	3,750	18,750	45,000	42%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	208	500	42%
Postage	66	241	500	48%
Insurance	-	6,197	6,000	103%
Printing & binding	42	208	500	42%
Legal advertising	1,020	1,603	1,500	107%
Other current charges	11	289	500	58%
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	112	26,775	13,424	199%
Total professional & administrative	<u>8,256</u>	<u>77,192</u>	<u>175,732</u>	44%

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>Operations &amp; maintenance</b>				
Landscape maintenance	20,535	74,185	250,000	30%
Landscape contingency	743	1,011	25,000	4%
Lifestyle director	-	-	70,000	0%
Electric	4,908	18,586	5,000	372%
Reclaimed water	944	6,823	40,000	17%
Lake/stormwater maintenance	1,330	6,650	17,000	39%
Irrigation repairs	-	1,783	11,000	16%
Waste pickup	-	-	1,440	0%
Accounting	625	3,125	7,500	42%
Total operations & maintenance	<u>29,085</u>	<u>112,163</u>	<u>426,940</u>	26%
<b>Amenity center</b>				
Utilities				
Telephone & cable	-	2,286	9,566	24%
Electric	2,186	11,044	55,000	20%
Potable water	-	-	3,000	0%
Reclaimed water	-	-	15,666	0%
Gas	77	340	1,750	19%
Trash removal	203	985	2,916	34%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	69	3,606	14,466	25%
Access cards	-	-	1,166	0%
Management contracts				
Landscape maintenance	2,848	19,347	55,000	35%
Landscape contingency	-	-	5,500	0%
Pool maintenance	2,350	11,750	28,200	42%
Pool repairs	-	-	5,834	0%
Pool chemicals	-	-	14,000	0%
Janitorial services	3,120	14,077	30,240	47%
Janitorial supplies	268	2,174	12,000	18%
Facility maintenance	-	1,600	-	N/A
Fitness equipment lease	3,130	12,519	38,300	33%
Technology help desk	-	-	4,100	0%
HVAC maintenance	-	-	2,000	0%
Pest control	-	280	2,520	11%
Pool permits	-	-	1,166	0%
Repairs & maintenance	2,610	6,038	20,000	30%
New capital projects	-	-	10,000	0%
Special events	32,615	87,816	80,000	110%
Holiday decorations	10,190	10,190	12,666	80%
Fitness center repairs/supplies	375	375	3,500	11%
Office supplies	1,636	8,789	3,600	244%
Operating supplies	190	584	10,850	5%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	59,821	40,000	150%
Uncoded expense	-	26,870	-	N/A
Total amenity center	<u>61,867</u>	<u>280,491</u>	<u>485,390</u>	58%
Total expenditures	<u>99,208</u>	<u>469,846</u>	<u>1,088,062</u>	43%
Excess/(deficiency) of revenues over/(under) expenditures				
	(87,235)	471,549	14,594	
Fund balances - beginning	598,097	39,313	14,594	
Fund balances - ending	<u>\$ 510,862</u>	<u>\$ 510,862</u>	<u>\$ 29,188</u>	



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019A-1 BONDS  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment - on roll	\$ 6,674	\$ 749,101	\$ 767,679	98%
Assessment levy: off-roll	-	36,450	153,856	24%
Assessment prepayments	22,067	193,229	-	N/A
Lot closing	-	20,857	-	N/A
Interest	9,406	36,835	5,000	737%
Total revenues	<u>38,147</u>	<u>1,036,472</u>	<u>926,535</u>	112%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	190,000	465,000	285,000	163%
Interest 11/1	2,187	320,434	329,684	97%
Interest 5/1	-	-	329,684	0%
Total debt service	<u>192,187</u>	<u>785,434</u>	<u>944,368</u>	83%
<b>Other fees &amp; charges</b>				
Tax collector	133	14,982	15,993	94%
Total other fees and charges	<u>133</u>	<u>14,982</u>	<u>15,993</u>	94%
Total expenditures	<u>192,320</u>	<u>800,416</u>	<u>960,361</u>	83%
Excess/(deficiency) of revenues over/(under) expenditures	(154,173)	236,056	(33,826)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	(704)	(2,366)	-	N/A
Total other financing sources	<u>(704)</u>	<u>(2,366)</u>	<u>-</u>	N/A
Net change in fund balances	(154,877)	233,690	(33,826)	
Fund balances - beginning	2,202,414	1,813,847	1,545,936	
Fund balances - ending	<u>\$ 2,047,537</u>	<u>\$ 2,047,537</u>	<u>\$ 1,512,110</u>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019A-2 BONDS  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,326	0%
Assessment prepayments	-	3,990	-	N/A
Lot closing	-	47	-	N/A
Interest	31	132	-	N/A
Total revenues	<u>31</u>	<u>4,169</u>	<u>3,326</u>	125%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	5,000	5,000	-	N/A
Interest 11/1	59	1,722	1,663	104%
Interest 5/1	-	-	1,663	0%
Total debt service	<u>5,059</u>	<u>6,722</u>	<u>3,326</u>	202%
Excess/(deficiency) of revenues over/(under) expenditures	(5,028)	(2,553)	-	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers in	704	2,366	-	N/A
Total other financing sources	<u>704</u>	<u>2,366</u>	<u>-</u>	N/A
Net change in fund balances	(4,324)	(187)	-	
Fund balances - beginning	13,555	9,418	11,223	
Fund balances - ending	<u>\$ 9,231</u>	<u>\$ 9,231</u>	<u>\$ 11,223</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 FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Interest	\$ 884	\$ 4,335	-	N/A
Total revenues	<u>884</u>	<u>4,335</u>	<u>-</u>	<u>N/A</u>
<b>EXPENDITURES</b>				
Total debt service	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
Excess/(deficiency) of revenues over/(under) expenditures	884	4,335	-	
Fund balances - beginning	209,914	206,463	-	
Fund balances - ending	<u>\$ 210,798</u>	<u>\$ 210,798</u>	<u>\$ -</u>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2021B SSA BONDS  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 462,500	0%
Interest	1,068	7,019	-	N/A
Total revenues	<u>1,068</u>	<u>7,019</u>	<u>462,500</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest	-	142,797	462,500	31%
Total debt service	<u>-</u>	<u>142,797</u>	<u>462,500</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	1,068	(135,778)	-	
Fund balances - beginning	381,004	517,850	702,824	
Fund balances - ending	<u>\$ 382,072</u>	<u>\$ 382,072</u>	<u>\$ 702,824</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 FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Assessment levy: off-roll	\$ 229,033	\$ 687,100
Assessment prepayments	-	1,799,217
Lot closing	-	110,728
Interest	13,084	45,145
Total revenues	242,117	2,642,190
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest	15,563	239,428
Principal	1,125,000	1,125,000
Total debt service	1,140,563	1,364,428
Excess/(deficiency) of revenues over/(under) expenditures	(898,446)	1,277,762
Fund balances - beginning	3,466,114	1,289,906
Fund balances - ending	\$ 2,567,668	\$ 2,567,668

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2019 BONDS  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 13	\$ 98
Total revenues	13	98
<b>EXPENDITURES</b>		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	13	98
Fund balances - beginning	2,025	1,940
Fund balances - ending	\$ 2,038	\$ 2,038

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021B BONDS  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 9,871	\$ 99,481
Interest	70	231
Total revenues	9,941	99,712
<b>EXPENDITURES</b>		
Capital outlay	9,485	105,351
Total expenditures	9,485	105,351
Excess/(deficiency) of revenues over/(under) expenditures	456	(5,639)
Fund balances - beginning	(32,852)	(26,757)
Fund balances - ending	\$ (32,396)	\$ (32,396)

**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 FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Developer contribution	\$ 27,808	\$ 1,108,633
Interest	4,254	5,651
Total revenues	32,062	1,114,284
<b>EXPENDITURES</b>		
Capital outlay	(1,867)	842,054
Total expenditures	(1,867)	842,054
Excess/(deficiency) of revenues over/(under) expenditures	33,929	272,230
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer in	-	206,150
Total other financing sources/(uses)	-	206,150
Net change in fund balances	33,929	478,380
Fund balances - beginning	(136,941)	(581,392)
Fund balances - ending	\$ (103,012)	\$ (103,012)



**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023 BONDS  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Bondholder contribution	\$ 723,789	\$ 3,306,399
Interest	11	10,689
Total revenues	723,800	3,317,088
<b>EXPENDITURES</b>		
Capital outlay	300,658	2,769,398
Total expenditures	300,658	2,769,398
 Excess/(deficiency) of revenues over/(under) expenditures	423,142	547,690
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer out	-	(206,150)
Total other financing sources/(uses)	-	(206,150)
 Net change in fund balances	423,142	341,540
Fund balances - beginning	(1,105,052)	(1,023,450)
Fund balances - ending	\$ (681,910)	\$ (681,910)

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

**MINUTES**

**DRAFT**

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

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The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on March 21, 2024 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

**Present were:**

Gregg Kern	Chair
Joe Cornelison	Assistant Secretary
Brad Odom	Assistant Secretary
Rose Bock (via telephone)	Assistant Secretary

**Also present:**

Ernesto Torres	District Manager
Wes Haber	District Counsel
Scott Wild (via telephone)	District Engineer
Michael Molineaux	Castle Group
Shanna Talbert	Castle Group
Sharelle Boyer	OnPlace LLC, Lifestyle Director
Megan Maldonado	GreenPointe Developers
Debra Maceri	Resident
Tracy Evans	Resident
Dina Rimi	Resident
Patti Rubin	Resident
Keith Howard	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Torres called the meeting to order at 3:06 p.m.

Supervisors Kern, Cornelison and Odom were present. Supervisor Bock attended via telephone. Supervisor Taylor was not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

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**THIRD ORDER OF BUSINESS**

**Consent Agenda**

Mr. Torres presented the following:

**A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023 (support documentation available upon request)**

- I. Number 46: Onsite Industries, LLC** **[\$4,407.35]**
- II. Number 47: Vallencourt Construction Co., Inc.** **[\$471,322.87]**
- III. Number 48: Vallencourt Construction Co., Inc.** **[\$206,263.68]**
- IV. Number 49: England-Thims & Miller, Inc.** **[\$8,776.97]**

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

- I. Number 174: Bio-Tech Consulting, Inc.** **[\$1,450.00]**
- II. Number 175: Dominion Engineering Group Inc.** **[\$12,669.37]**

**C. Ratification Item(s)**

- I. Coastal Luxury Outdoors for Pool Services**
- II. SES Environmental Resource Solutions LLC Proposal/Contract for Services [Tributary DRI Water Quality Sampling and Erosion Control Inspections 2024]**
- III. Sitex Proposal for Ponds #15 and #16**

Item 3CIII was an addition to the agenda.

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

**FOURTH ORDER OF BUSINESS**

**Approval of February 28, 2024 Regular Meeting Minutes**

**On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the February 28, 2024 Regular Meeting Minutes, as presented, were approved.**

75     ▪       **Consideration/Discussion – Play Academy Fitness & Camp Program**

76       **This item was an addition to the agenda.**

77       Referencing a handout, Mr. Haber stated there are two Agreements before the Board.  
78     The CDD received proposals from Play Academy to provide two different services; one of which  
79     is the summer camp and the other is for various activities or classes that would be available to  
80     residents of the community. These Agreements govern authorizing Play Academy to use the  
81     CDD’s facilities for the classes and the summer camp.

82       Regarding compensation, Mr. Haber stated that the CDD will allow Play Academy to use  
83     the facilities and Play Academy will charge fees to the individuals who choose to use the  
84     services that are being offered. With both Agreements, the intent is to ensure that the requisite  
85     provisions are in place, as much as possible, to protect the CDD, such as indemnification and  
86     insurance.

87       Mr. Haber stated that the Agreements have not yet been provided to Play Academy so,  
88     to the extent that the Board would like to proceed with this, Staff’s recommendation would be  
89     to approve the Agreements, in substantial form, and delegate authority to a Board Member to  
90     coordinate with Staff to negotiate the terms of the Agreements.

91       Mr. Haber stated, by virtue of the Board’s approval, should it opt to approve one or  
92     both of the Agreements, it would be to authorize the use of the facilities and the Agreements in  
93     substantial form, under the terms described.

94       The Board and Staff discussed if the license and vendor agreements will work hand in  
95     hand, if the program will be open to patrons and/or residents, if the vendor will be managed by  
96     OnPlace, the CDD’s policies pertaining to guests, the fee schedule, responsibility for damages  
97     and payment for services.

98       The consensus was to restrict the fitness and camp program to residents primarily and  
99     to guests secondarily, instead of non-patrons.

100      Mr. Kern and Mr. Haber responded to resident questions, as follows:

- 101     ➤     The camp is an opportunity for parents to drop their children off during the day.  
102     ➤     There are two Agreements. With the Summer Camp Agreement, the intent is for  
103     OnPlace to manage the program. Payment for the camp is from the residents to the camp

104 operator. The other Agreement is for the company that offers the summer camp to provide  
 105 various classes to residents, who would pay the company directly for the classes that they take.

106 ➤ There is no exclusivity in the Agreements; other vendors could teach classes in the  
 107 facility if approved by the Board.

108 Regarding residents being charged additional fees for the summer camp program, Mr.  
 109 Kern stated this does not offset the events and the other services that OnPlace provides to the  
 110 CDD. This is an entirely separate service for those interested in more focused classes and group  
 111 activities.

112

113 **On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor,**  
 114 **delegating Mr. Cornelison to coordinate with Staff to modify the Agreements,**  
 115 **giving participation priority to residents and their guests, in substantial form,**  
 116 **and authorizing the Chair to execute both Agreements. was approved.**

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119 **FIFTH ORDER OF BUSINESS**

**Staff Reports**

120

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

122 Mr. Haber stated that the due date to file Form 1 is July 1, 2024. The emailed link from  
 123 the Commission on Ethics that will allow Board Members to file Form 1 electronically should be  
 124 forwarded in May.

125 **B. District Engineers: Dominion Engineering Group, Inc.**

126 There was no report.

127 **▪ Lifestyle Director: OnPlace, LLC**

128 **This item, previously Item 5D, was presented out of order.**

129 Ms. Boyer stated an app with all the activities on the premises was launched. She urged  
 130 everyone to download the app at their convenience. She discussed OnPlace policy changes  
 131 regarding reserving the patio, renting the Amenity Center and the pool rules.

132 Mr. Torres stated the modified OnPlace Policy will be included in the next agenda.

133 Mr. Torres stated a draft Fiscal Year 2025 budget will be presented for Board  
 134 consideration at the next meeting.

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

136 There was no report.

137 **D. Lifestyle Director: OnPlace, LLC**

138 This item was presented following Item 5B.

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

140 • **NEXT MEETING DATE: April 18, 2024 at 3:00 PM**

141 ○ **QUORUM CHECK**

142 Supervisors Kern, Bock, and Cornelison confirmed their attendance at the April 18, 2024  
143 meeting. Supervisor Odom might attend.

144

145 **SIXTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

146

147 There were no Board Members' comments or requests.

148

149 **SEVENTH ORDER OF BUSINESS**

**Public Comments**

150

151 Resident Debra Maceri voiced her belief that non-residents are accessing the  
152 community to use the pickleball courts and trespassers jump over the gate to use the pool, the  
153 gym, etc. In her opinion, security is an issue. She asked if a decision has been made about  
154 resident ID cards.

155 A resident stated that the dog park does not have a lock. The resident asked about  
156 calling law enforcement, prosecuting violators and installing "No Trespassing" signs to deter  
157 non-patrons from accessing the community.

158 Mr. Kern stated that the Board is aware of security issues and is working on them.

159 Resident Dina Rimi stated she would like to teach arts and craft classes in the Amenity  
160 Center and asked about the rules for applying to be a monthly vendor.

161 Regarding Amenity opportunities, Mr. Haber stated it is a decision for the Board. This  
162 Board will choose vendors that it believes will offer a service that is of interest and a benefit of  
163 to the residents in the community.

164 Discussion ensued regarding OnPlace vendors, resident vendors, first-come first-serve  
165 and the summer activity schedule.

166 Mr. Kern stated Ms. Rimi can submit an application and the Board will review it for  
167 consideration.

168 Resident Keith Howard voiced his hope that the Board will expedite consideration of  
169 increasing security in the areas that were previously mentioned. He asked if residents can  
170 access the contract between GreenPointe and OnPlace, questioned which entity financially  
171 benefits from residents renting out the patio and asked if GreenPointe and the CDD have  
172 effectively given OnPlace the authority to make all decisions about what happens at the  
173 Amenity Center.

174 Mr. Kern asked for the status of the lock. Mr. Molineaux stated two locks were  
175 purchased but did not fit the door and frame. Staff must utilize insured, qualified vendors and is  
176 seeking a vendor to resolve the issue, which might cost over \$1,000.

177 Mr. Kern stated there will be no policy changes at today's meeting. He urged residents  
178 to remain involved, review the policy changes when they are distributed and voice their views  
179 at the meetings. The fees collected for rentals go into the Operations and Maintenance General  
180 Fund for the operations of the community. The Agreement between GreenPointe and OnPlace  
181 is available but is not posted on the website. Mr. Torres will give a copy of the Agreement to  
182 Mr. Howard.

183 Resident Patty Rubin asked about the non-resident patrons and about the pond  
184 maintenance schedule. Mr. Torres stated there are no non-resident patrons, the ponds are  
185 maintained monthly and all field operations matters are handled by Mr. Molineaux.

186 Resident Tracy Evans asked who is responsible for mowing the berm.

187 Mr. Kern stated the HOA is responsible for pond bank maintenance, not the CDD. In  
188 Tributary, the HOA policy is that homeowners maintain the portions of the pond banks adjacent  
189 to their property.

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191 **EIGHTH ORDER OF BUSINESS**

**Adjournment**

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**On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the meeting adjourned at 4:08 p.m.**



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Secretary/Assistant Secretary

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Chair/Vice Chair

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

**STAFF**  
**REPORTS**

## THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

#### LOCATION

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

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

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