# Three Rívers Community Development District

March 17, 2020

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# Three Rivers

# Community Development District

475 West Town Place, Suite 114 Phone: 904-940-5850 - Fax: 904-940-5899

March 10, 2020

Board of Supervisors Three Rivers Community Development District

Dear Board Members:

The Meeting of the Three Rivers Community Development District will be held Tuesday, March 17, 2020 at 1:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034.

- I. Roll Call
- II. Public Comment
- III. Approval of Minutes of the January 21, 2020 Meeting
- IV. Consideration of Resolution 2020-06, Adopting Internal Controls Policy
- V. Consideration of Qualifications for Geotechnical Services
- VI. Ratification of Agreement with FPL for Unit 1
- VII. Consideration of Proposals from Dominion Engineering Group, Inc.
- VIII. Ratification of Proposal from Avid Trails for Tributary Community Trails Master Planning
  - IX. Ratification/Consideration of Requisitions
  - X. Staff Reports
    - A. District Counsel
    - B. District Engineer
    - C. District Manager
- XI. Financial Statements as of January 31, 2020
- XII. Approval of Fiscal Year 2020 Funding Request No. 6
- XIII. Supervisors' Requests and Audience Comments
- XIV. Next Scheduled Meeting April 21, 2020 at 1:00 p.m. at the Amelia Walk Amenity Center
- XV. Adjournment

Enclosed for your review and approval is a copy of the minutes from the January 21, 2020 meeting.

The fourth order of business is consideration Resolution 2020-06, which is enclosed for your review.

The fifth order of business is consideration of qualifications for geotechnical services. A copy of the ranking sheet is enclosed for your review. A copy of the two proposals received were previously distributed and a hard copy will be available at the meeting.

The sixth order of business is order of business is ratification of agreement with FPL, which is enclosed for your review.

The seventh order of business is consideration of proposals with Dominion Engineering, which are enclosed for your review.

The eighth order of business is ratification of proposal from Avid Trails, which is enclosed for your review.

The ninth order of business is approval/ratification of requisitions. A copy of the requisition summary is enclosed for your review.

Enclosed are the financials and Funding Request No. 6.

The balance of the agenda is routine in nature and staff will give their reports at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

James Perry James Perry Manager

cc: Wes Haber

# AGENDA

# Three Rivers Community Development District Agenda

Tuesday March 17, 2020 1:00 p.m. Amelia Walk Amenity Center 85287 Majestic Walk Boulevard Fernandina Beach, Florida 32034 Call In # 1-888-450-5996 Code 224888

- I. Roll Call
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# MINUTES

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

The Regular Meeting of the Board of Supervisors of the Three Rivers Community Development District was held on Tuesday January 21, 2020 at 1:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034.

Present and constituting a quorum were:

Mike Taylor Blake Weatherly Rose Bock

Also, present were:

Jim Perry Wes Haber **District Manager** District Counsel (via phone)

#### FIRST ORDER OF BUSINESS

Mr. Perry called the meeting to order and called the roll.

#### SECOND ORDER OF BUSINESS

Mr. Perry: There are no members of the public in attendance.

#### THIRD ORDER OF BUSINESS

This item was not discussed.

#### FOURTH ORDER OF BUSINESS

Approval of Minutes of the December 17th, 2019 Meeting

Mr. Perry: Are there any comments, corrections, or additions to the minutes? Hearing none, I would ask for a motion to approve.

> On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor, the Minutes of the December 17th, 2019 Meeting, were approved.

Supervisor Supervisor

Vice Chairman

**Roll Call** 

### **Public Comment**

# **Affidavit of Publication**

#### FIFTH ORDER OF BUSINESS

#### Public Hearing to Adopt the Revised Rules of Procedure & Non-Resident User Fee, Resolution 2020-05

Mr. Perry: These revised rules of procedure are updated by Hopping Green and Sams about every 2 to 3 years to reflect the statutory changes that have occurred and also anything that might be pertinent to the district. In regards to this district, obviously it has been newly formed. They are still amending those rules and procedures to be reflective of the changes in statute. Most of the Rules of Procedure deals with public meetings, public records, but a large portion of it is the procurement of goods and services. We have done this at a number of our districts, and I think so of you have been familiar with that. So, with that I'd ask for a motion to open the public hearing.

On MOTION by Mr. Taylor seconded by Ms. Bock with all in favor, Opening the Public Hearing, was approved.

Mr. Perry: Wes, do you want to add anything in regards to the rules?

Mr. Haber: No, I think you covered it unless anybody has any specific questions regarding the rules.

Mr. Taylor: I just have one question. Exhibit B talks about the annual user fee range being \$3,000-\$4,000, is that just a guideline or do we have a specific one here at this district?

Mr. Taylor: We haven't adopted a specific one. That gives you the ability to set it in that range.

Mr. Haber: As long as it doesn't exceed \$4,000.

Mr. Taylor: That's good. No other questions.

Ms. Bock: We don't need to set it until there is actually something to be used?

Mr. Perry: Yes, right now the amenities are in the preliminary and conceptual phases. Once we get closer to getting something that's real you can determine what it would be.

Mr. Perry: If I could first get a motion to adopt a Resolution 2020-05.

On MOTION by Ms. Bock seconded by Mr. Weatherly with all in favor, Resolution 2020-05 Adopting the Revised Rules of Procedure & Non-Resident User Fee, was approved.

Mr. Perry: If I could get a motion to close the Public Hearing.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor, Closing the Public Hearing, was approved.

#### SIXTH ORDER OF BUSINESS

#### Consideration of Resolution 2020-06, Adopting Internal Controls Policy

Mr. Haber: Jim, my office is working on a revised version of that based on some comments we've received. If the board is comfortable doing so, my recommendation would be to table this item. Our office is making a few tweaks to it and then we will recirculate it and we will have it on the next agenda.

Mr. Perry: We will table that.

#### SEVENTH ORDER OF BUSINESS

#### Consideration of Qualifications for Landscape Architectural Services

Mr. Perry: There were two proposers that provided request for qualifications. Goddard Design and Halff Associates.

Mr. Taylor: As you know we put out an RFQ for Landscape Services. We did get two bidders and I worked with staff to rank them according to these 7 criteria.

- 1. Ability & Adequacy
- 2. Past Performance
- 3. Location
- 4. Willingness to Meet Time and Budget Requirements
- 5. Certified Minority Business
- 6. Current and Projected Workload
- 7. Volume of Work

Looking at the proposals, Goddard Design got a score of 94 and Halff got a score of 93. The primary difference in my review and with the rankings here, was that Goddard had previous experience working on this project with the previous land seller. The district had adopted some of his work product. It would be my recommendation based on this ranking here today to move forward with Goddard Design.

Mr. Haber: Just a real quick point of clarification, what you are doing is you are ranking the two and then authorizing staff to begin negotiations with the top ranked proposer. If for whatever reason we are not able to successfully reach an agreement with the number one rank, then we would move on to the number two. So, this isn't an award of contract to number 1, but rather just saying they are the most qualified for purposes of beginning negotiations. I think the motion would be a motion to rank as suggested by Mike and authorize staff to commence negotiations.

Mr. Taylor: Yes, that's more appropriate.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor, Ranking of Goddard Design as #1 and Authorization for Staff to Begin Negotiations with Goddard, was approved.

#### EIGHTH ORDER OF BUSINESS

#### Consideration of Qualifications for Geotechnical Services

Mr. Perry: Again, there are two proposers in regards to Geotechnical Services.

Mr. Taylor: I would like to make a motion to table this item, we are reviewing it.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor, Tabling Item 8 the Consideration of Qualifications for Geotechnical Services, was approved.

#### NINETH ORDER OF BUSINESS

#### **Ratification of Requisitions (27-42)**

Mr. Perry: I also want to include requisition number 6. I know that's an early requisition,

but that had been held out pending staff review. We had never ratified that previously.

Mr. Taylor: Why was it under staff review? For tax exemption status?

Mr. Perry: I don't believe so. The Chairman had pulled that one out and had some questions on it.

Mr. Taylor: And it's ready for ratification?

Mr. Perry: Yes.

On MOTION by Ms. Bock seconded by Mr. Weatherly with all in favor, Ratification of Requisitions (6, & 27-42), was approved.

#### **TENTH ORDER OF BUSINESS**

#### Consideration of Procurement for Construction Services for the Recreation Facilities

Mr. Perry: We ask the board to consider, allowing staff to move forward with the procurement for those services.

Mr. Haber: I can touch base on that just a bit. For prior construction contracts you went through a process called an RFP. What we are discussing for the recreation facility is an RFQ,

more along the lines of what you have done for today's meeting with respect to the Landscape Architect and the Geotechnical Services. You would put out a notice. You would have evaluation criteria that's somewhat similar to the criteria that you just used, some of those criteria are statutorily required. You would award or rank proposers to serve as a construction manager and ultimately you would negotiate a contract that really has two separate phases. The first phase of the contract is a preconstruction services and during that phase the selected contractor works with the district to create a budget and other aspects of the design of the facilities. You then get a proposal from that contractor for either a guaranteed maximum price (GMP) or a lump sum contract and that's the second phase of the contract which is the construction phase of the contract where that same contractor will serve in that capacity. They are required to take steps that if you go through an RFP process, they wouldn't be required to take with respect to the matter in which they award contracts to subcontractors and the bidding out of those subcontract. It is a process that allows for more work upfront with the contractor on the project as opposed to getting the entire project designed and then putting out for contract which is what you typically do with an RFP. I've spoken both with Liam and with Greg. They are reviewing the initial documents on those. They have somewhat of an expectation that they would want to get those published prior to your next meeting. What we are looking for today is just an authorization for procurement process and giving your Chairman the authority to have final sign off on the documents that are used for that procurement and then we can bring them back and ratify them at the meeting after they've actually been published.

Mr. Taylor: I've got one question. On the phase two of that process, if we are unsuccessful in getting a GMP or lump sum contract what happens at that juncture?

Mr. Haber: That contract can be terminated. If you are not able to successfully negotiate the lump sum or the GMP you can terminate. You would then have to go through another procurement process though. If someone else submits and there is someone in second place the fact that you signed the contract for the first phase ends that procurement. You can't go to your number two for the construction phase. You have to go back through an RFP process again. Potentially at that point you would want to do an RFP instead of an RFQ because presumably you would have either your project fully designed, or it would be closer to having a fully designed project. You could terminate that contract, but you would then have to go back through a separate procurement process to award another contract.

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Mr. Taylor: Motion to move forward with the procurement process and giving the chair and staff to work through the documents to proceed to contract.

> On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor, Authorizing Chair and Staff to move forward with the Procurement for Construction Services for Recreation Facilities, was approved.

#### **ELEVENTH ORDER OF BUSINESS**

# Consideration of Work Authorization NO. 2 with ELM

Mr. Perry: This is with ELM. I believe that this was sent out to the board members. The

total on that work authorization is approximately \$34,700 and the details are provided in it.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor, Work Authorization No. 2, was approved.

#### TWELFTH ORDER OF BUSINESS Staff Reports

A. District Counsel

Mr. Haber: I don't have anything unless there are any questions.

#### **B.** District Engineer

There being none, the next item followed.

#### C. District Manager

Mr. Perry: I don't have anything for the board unless you have any questions.

#### THIRTEENTH ORDER OF BUSINESS Financial Statements as of December 31,

Mr. Perry: You have the statements of revenues and expenditures and then also statements in regards to the bond issue capital projects funds.

2019

#### FOURTEENTH ORDER OF BUSINESS Approval of Fiscal Year 2020 Funding Request No. 4

Mr. Perry: Funding request No. 4 is included in your agenda package under Section 12. That is for \$10,030.74.

On MOTION by Mr. Taylor seconded by Mr. Weatherly with all in favor, Funding Request No. 4, was approved.

#### FIFTEENTH ORDER OF BUSINESS

There being none, the next item followed.

#### SIXTEENTH ORDER OF BUSINESS

# Next Scheduled Meeting – February 18, 2020 at 1:00 p.m. at the Amelia Walk

#### **Amenity Center**

Adjournment

Mr. Perry: The next scheduled meeting is February 18, 2020 and that also includes the public hearing on Rule Making.

#### SEVENTEENTH ORDER OF BUSINESS

There being none, the next item followed.

On MOTION by Mr. Weatherly seconded by Ms. Bock with all in favor, meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

Comments

Supervisors' Request and Audience

FOURTH ORDER OF BUSINESS

#### **RESOLUTION 2020-06**

#### A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**SECTION 1.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

**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 17<sup>TH</sup> DAY OF MARCH, 2020.

ATTEST:

#### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

#### EXHIBIT "A"

#### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

#### 1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Three Rivers Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
  - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
  - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
  - 1.2.3. Support economical and efficient operations.
  - 1.2.4. Ensure reliability of financial records and reports.
  - 1.2.5. Safeguard Assets (as hereinafter defined).

#### 2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.
- 2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

#### 3. <u>Control Environment.</u>

- 3.1. Ethical and Honest Behavior.
  - 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
  - 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
  - 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

#### 4. <u>Risk Assessment.</u>

- 4.1. <u>Risk Assessment.</u> District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:
  - 4.1.1. Identifying potential hazards.
  - 4.1.2. Evaluating the likelihood and extent of harm.
  - 4.1.3. Developing cost-justified precautions and implementing those precautions.
  - 4.1.4. Documenting the Risk assessment process and its findings.

#### 5. Control Activities.

- 5.1. <u>Minimum Internal Controls.</u> The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:
  - 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:
    - 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
    - 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
    - 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
    - 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
    - 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
    - 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
    - 5.1.1.7. Retaining and restricting access to sensitive documents.
    - 5.1.1.8. Performing regular electronic data backups.
  - 5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:
    - 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
    - 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
    - 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. <u>Implementation</u>. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

#### 6. Information and Communication.

- 6.1. <u>Information and Communication.</u> District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. <u>Training</u>. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

#### 7. Monitoring Activities.

- 7.1. <u>Internal Reviews.</u> District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
  - 7.1.1.1. Review its operational processes.
  - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
  - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
  - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

- 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
- 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. <u>External Audits and Other Reviews.</u> Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** 190.011(5), 218.33(3), *Florida Statutes* **Effective date:** March 17, 2020

FIFTH ORDER OF BUSINESS

## Three Rivers Community Development District

### Request for Qualifications - Geotechnical Services

### **Response Ranking Sheet**

Category	Description	ECS	<u>Terracon</u>
1	Ability & Adequacy (25 Points) Ability and adequacy of the professional personnel employed by Applicant.		
2	<b>Past Performance</b> (25 Points) Applicant's past experience and performance, including but not limited to past experience for any community development districts, past experience with Nassau County and past experience performing the type of work desired by the District.		
3	Location (20 Points) Geographic location of Applicant's headquarters, office, and personnel in relation to the project.		
4	Time & Budget (15 Points) Applicant's willingness to meet time and budget requirements.		
5	<b>Certified Minority Business Enterprise</b> (5 Points) Whether the Applicant is a certified minority business enterprise.		
6	Workloads (5 Points) The recent, current and projected workloads of the Applicant.		
7	<b>Volume of Work</b> (5 Points) The volume of work previously awarded to the Applicant by the District.		
	TOTAL SCORE:		

SIXTH ORDER OF BUSINESS

Florida Power & Light Company, 56905 Griffin Rd., CALLAHAN, FL 32011 904-225-3004



January 31st, 2020

Three Rivers CDD 7807 Baymeadows Road E, STE 205 Jacksonville, FL 32256

Re: Cost to provide 120/240v single phase and 277/480v three phase service to Tributary Phase 1A – (122 lots), Yulee, FL 32097

Dear Liam,

We at FPL appreciate the opportunity to work with you in your new construction project at Tributary. The cost to provide underground electric service to you has been calculated and is determined by FPL's approved electric tariffs and by the plans you have provided.

The cost of this installation is \$4,787.69 and is broken down as follows:

This is for Differential Cost between Overhead and Underground Distribution System with customer installing all FPL provided materials for FPL distribution system-conduit, primary splice boxes, handholes, trench, pads, locate wire, 90's and 45's and locating devices as needed to serve lots along with conduit for service to house from lot corner to meter can. FPL will supply and pull all conductors for distribution, secondary, service and streetlights.

I have enclosed a list of FPL approved contractors. You can use whoever you want to install FPL Distribution System. If you choose to use someone not on our list, a charge of \$135,877.80 will be charged up front and a credit of \$131,090.11 will be given back after FPL has pulled in its distribution system. If discrepancies from FPL design are discovered and your contractor cannot fix, FPL will fix and deduct cost from credit.

Along with your payment the following will be required to help keep your project on schedule:

- Signed Underground Distribution Facilities Installation Agreement
- Signed Underground Road/Pavement Crossing Agreement
- Signed Notification of FPL Facilities
- Copy of Recorded Plat Preliminary Plat will need to be provided for FPL review of easements before materials are released

Your construction project is very important to FPL. I will be communicating with you throughout the construction process and will work with you to keep it on schedule. FPL will install PM TX approximately 6 to 8 weeks after receipt of recorded easement, agreements, contribution and installation of FPL conduit.

Sincerely,

Daniel Terza **Technical Specialist I** 904-225-3004

January 31<sup>st</sup>, 2020

Three Rivers CDD 7807 Baymeadows Road E, STE 205 Jacksonville, FL 32256

Exhibit "A" charges for Tributary Phase 1A - Unit One

Charges

Differential cost between overhead road crossing and directional bore under State Road 200 - \$4,787.69

Tariff 10.3.2.a.2 (1) – Subdivision with more than 200 lots with customer installing backbone and service laterals. This is for Differential Cost between Overhead and Underground Distribution System with customer installing all FPL provided materials for FPL distribution system-conduit, handholes, trench, pads, locate wire, 90's and 45's and locating devices as needed to serve lots along with conduit for service to house from lot corner to meter can. FPL will supply and pull all conductors for distribution, secondary, service and streetlights

#### URD Chrages:

Charge to serve building lots @  $0.00/lot \times 122 lots = 0.00$ Tariff 10.3.2.b – Applicant's contribution toward Feeder – 4,123'  $\times 10.09 = 41,601.07$ Tariff 10.3.2.b – Switch Package (2) 6/6, (1) 9/3 – 3  $\times 25,716.84 = 77,150.52$ Tariff 10.3.2.c – Lateral crossing open area – 1 phase – 530'  $\times 0.98 = 519.40$ Tariff 10.3.2.c – Lateral crossing open area – 2 phase – 261'  $\times 3.02 = 788.22$ Tariff 10.3.2.c – Lateral crossing open area – 3 phase – 2,347'  $\times 4.70 = 11,030.90$ 

Credits (Cannot exceed charges)

Tariff 10.3.3.a.2 – Credit – trench/backfill, backbone and service – 122 lots x (\$544.93) = (\$66.481.46) Tariff 10.3.3.b.2 – Credit – install FPL conduit, backbone and service – 122 x (\$256.20) = (\$31,256.40) Tariff 10.3.3.c – Credit – trench/backfill – 4,175' x (\$4.07) = (\$16,992.25) Tariff 10.3.3.d – Credit – install FPL conduit (per ft of 2") – 8,093 x (\$0.70) = (\$5,665.10) Tariff 10.3.3.d – Credit – install FPL conduit (per ft of >2") – 4,175'x (\$0.98) = (\$4,091.50) Tariff 10.3.3.e – Credit – install FPL feeder splice box – 4 x (\$776.87) = (\$3,107.48) Tariff 10.3.3.f – Credit – install FPL primary splice box – 8 x (\$272.05) = (\$2,176.40) Tariff 10.3.3.g – Credit – istall FPL 17" secondary handhole – 16 x (\$25.24) = (\$403.84) Tariff 10.3.3.g – Credit – installing 24" or 30" secondary handhole – 21 x (\$71.52) = (\$1,501.92) Tariff 10.3.3.j – Credit – installing Concrete Pad – 23 x (\$70.12) = (\$1,612.76) Tariff 10.3.3.j – Credit – install FPL Feeder switch pad – 3 x (\$660.48) = (\$1,981.44)

Total Charges = \$131,090.11 Total Credits = \$135,270.55

Credits (Cannot exceed charges) Credits do not apply to bore differential cost

Balance due if using FPL approved contractor = \$4,787.69

#### UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this <u>31<sup>st</sup></u> day of <u>January</u>, 2020 by and between <u>Three Rivers CDD</u> (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

#### WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Tributary Phase 1A lots 1 through 122 – Total 122 lots

located in Yulee/Nassau, Florida.

(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

- The Customer shall pay FPL a Contribution in Aid of Construction of \$135,877.80 (the Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
- That a credit of \$131,090.11 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B. if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be <u>\$4,787.69</u>.
- 3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead innes to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
- 4. That the Contribution provides for <u>120/240</u> volt, <u>Single</u> Phase and <u>277/480</u> volt, <u>Three</u> Phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
- 5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

- 6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
  - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
  - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
  - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
- 7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and

d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plats provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.

- 8. Prior to FPL construction pursuant to this agreement, the Customer shall:
  - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - b) Provide property line and corner stakes, designaled by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer

shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors.
- d) Provide sufficient and timely advance notice (<u>30</u> days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.
- 9. FPL shall:
  - a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
  - b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
  - c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.
- 10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.
- 11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy

Accepted:

31/2020 (Date)

Accepted



#### UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

#### FPL WR #: 9021981

This Agreement, made this <u>31<sup>st</sup></u> day of <u>January</u>, <u>2020</u>, by and between <u>Three Rivers CDD</u> (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located under a dedicated roadbed described as follows. <u>Tributary Dr. Lily Pond Ct. Saffron Ln. Sunberry Dr. Cat Tail Ln.</u> <u>Cloverwood Ct. Estuary Way</u> Name <u>Tributary</u> Phase <u>1A.</u> - Unit One

#### WITNESSETH

That, for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

- 1. The Customer shall:
  - Install conduit and cable markers provided by FPL in accordance with the instructions and specifications attached to this Agreement,
  - provide reasonable notification of the conduit installation date and allow FPL to inspect the conduit installation prior to backfilling the trench created for the underground distribution facility.
  - c) at the request of FPL, correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and
  - d) provide survey control points for FPL to stake the road/pavement crossing.

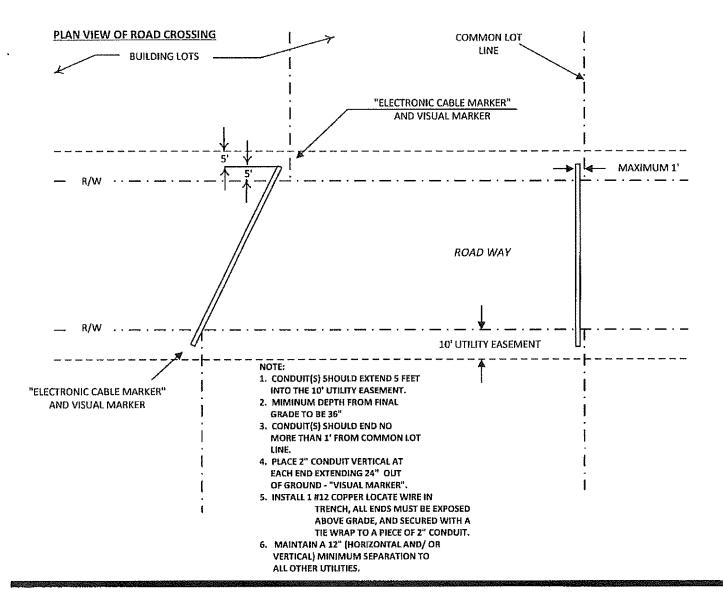
#### 2. FPL shall:

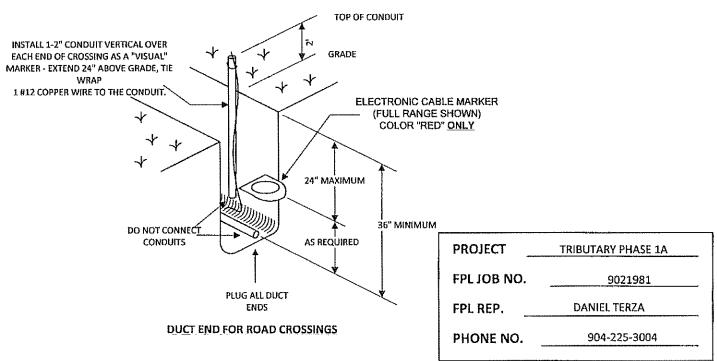
- a) provide instructions and specifications for the installation of FPL-provided conduit,
- b) provide conduit and cable markers to the Customer for the installation of underground facilities at the specified road/pavement crossing,
- c) provide staking for the Customer at the specified road/pavement crossing,
- d) inspect the underground distribution facilities prior to the backfilling of the trench to insure proper installation of said facilities, and
- e) apply a credit in the amount of \$ \$131,090\_11 in the event that the Customer has made or has agreed to make a contribution in aid of construction for other underground distribution facilities associated with this Agreement (if the credit exceeds the contribution, or if no contribution is required, a payment shall be made to the customer).
- This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be duly executed to be effective as of the day and year first written above:

HAM O'REILLY APPLICANT:

FPL: SIGNED NAME Daniel Terza TITLE\_\_\_\_ Technical Specialist I







#### NOTIFICATION OF FPL FACILITIES

Customer/Agency <u>THREE RIVERS CDD</u> Developer/Contractor Name <u>GREEN POINTE LLC</u> Location of Project <u>TRIBUTARY DR</u> FPL Representative <u>DANIEL TERZA</u> Developer/Contractor Representative LIAM O'REILLY Date of Meeting/Contact: <u>8/31/2019</u> Project Number/Name: <u>TRIBUTARY PHASE 1A</u> - **Unit One** City: <u>YULEE</u> Phone: <u>904-225-3004</u> FPL Work Request #Work Order #: <u>9021981</u>

FPL calls your attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this project. It is imperative that you visually survey the area and that you also take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment or object closer to FPL's power lines than the OSHA-prescribed limits. If it will, you must either re-design your project to allow it to be built safely given the pre-existing power line location, or make arrangements with FPL to either deenergize and ground our facilities, or relocate them, possibly at your expense. You must do this before allowing any construction near the power lines. It is impossible for FPL to know or predict whether or not the contractors or subcontractors, and their employees, will operate or use cranes, digging apparatus or other mobile equipment, or handle materials or tools, in dangerous proximity to such power lines during the course of construction, and, if so, when and where. Therefore, if it becomes necessary for any contractor or subcontractor, or otheir employees, to operate or handle cranes, digging apparatus, draglines, mobile equipment, or facter equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, you and any such contractor or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finallzed and implemented.

The National Electrical Safety Code (\*NESC\*) prescribes minimum clearances that must be maintained. If you build your structure so that those clearances cannot be maintained, you may be required to compensate FPL for the relocation of our facilities to comply with those clearances. As such, you should contact FPL prior to commencing construction near pre-existing underground or overhead power lines to make sure that your proposed improvement does not impinge upon the NESC clearances.

It is your responsibility and the responsibility of your contractors and subcontractors on this project to diligently fulfill the following obligations:

- Make absolutely certain that all persons responsible for operating or handling cranes, digging apparatus, draglines, mobile equipment or any equipment, tool, or material capable of contacting a power line, are in compliance with all applicable state and federal regulations, including but not limited to U.S. Department of Labor OSHA Regulations, while performing their work.
- Make sure that all cranes, digging apparatus, draglines, mobile equipment, and all other equipment or materials capable of contacting a
  power line have attached to them any warning signs required by U.S. Department of Labor OSHA Regulations.
- Post and maintain proper warning signs and advise all employees, new and old alike, of their obligation to keep themselves, their tools, materials and equipment away from power lines per the following OSHA minimum approach distances (refer to OSHA regulations for restrictions):

*Power Line Voltages	Personnel and Equipment	Cranes and Derricks	erricks Travel under or near Power Lines (on construction sites, no load)			
	(29 CFR 1910.333 and 1926.600)	(29 CFR 1926.1407, 1408)	(29 CFR 1926.600 - Equipment)	(1926.1411 - Cranes and Derricks)		
0 - 750 volts	10 Feel**	10 Feet	4 Feet	4 Feet		
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet		
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet		
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet		
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet		
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet		
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet		
tion and in state when which a distance of DD fort for the second DD DD and DD fort for the second state the DD						

\*When uncertain of the voltage, maintain a distance of 20 feet for voltages up to 350,000 volts and 50 feet for voltages greater than 350,000 volts.

\*\*For personnel approaching insulated secondary conductors less than 750 volts, avoid contact (Maintain 10 Feet to bare energized conductors less than 750 volts).

- All excavators are required to contact the Sunshine State One Call of Florida, phone number 1-800-432-4770 or 811 a minimum of two working days (excluding weekends) in advance of commencement of excavation to ensure facilities are located accurately.
- Conduct all locations and excavations in accordance with the Florida Statute 556 of the Underground Facilities Damage Prevention & Safety Act and all local city and county ordinances that may apply.
- 6. When an excavation is to take place within a tolerance zone, an excavator shall use increased caution to protect underground facilities. The protection requires hand digging, pot holing, soft digging, vacuum methods, or similar procedures to identify underground facilities.

A copy of this notification must be provided by you to each contractor and subcontractor on this project, to be shared with their supervision and employees prior to commencing work on this project.

E-MAIL TO LIAM O'REILLY

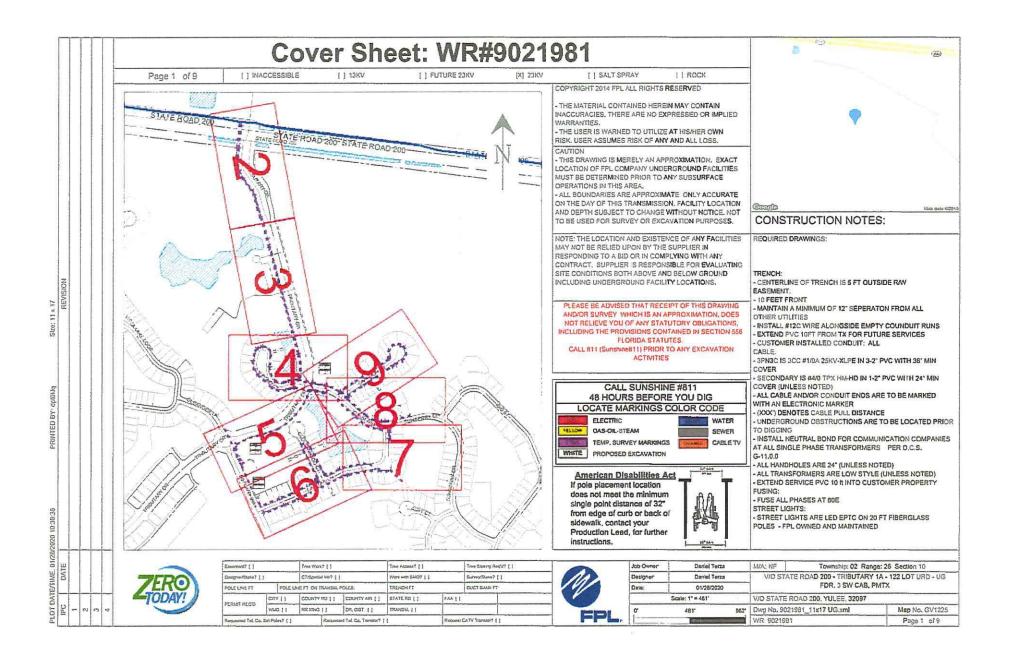
Means by which this notification was provided to customer and/or contractor

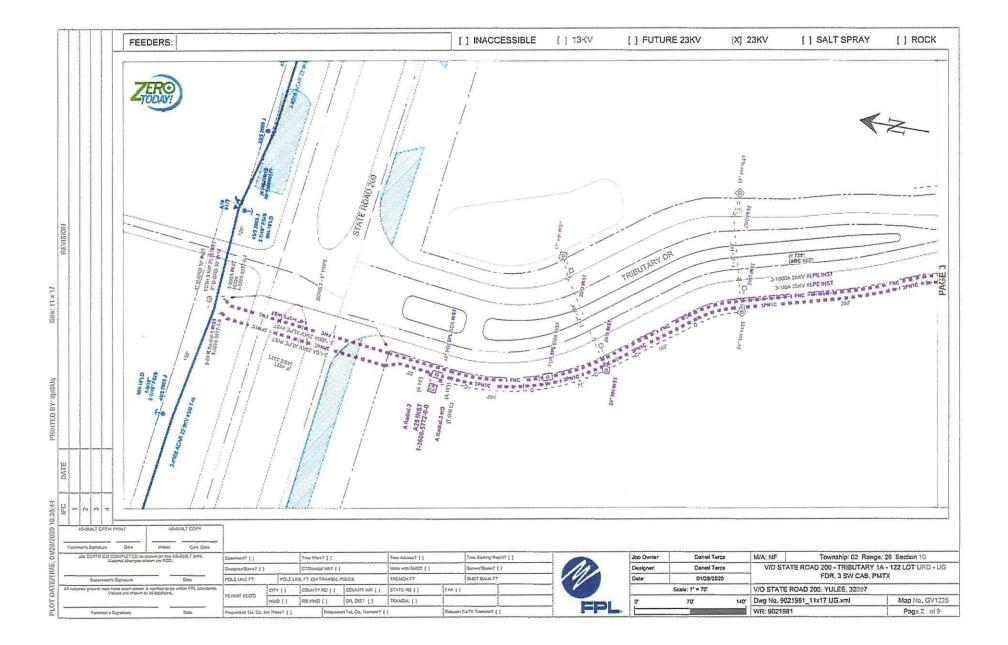
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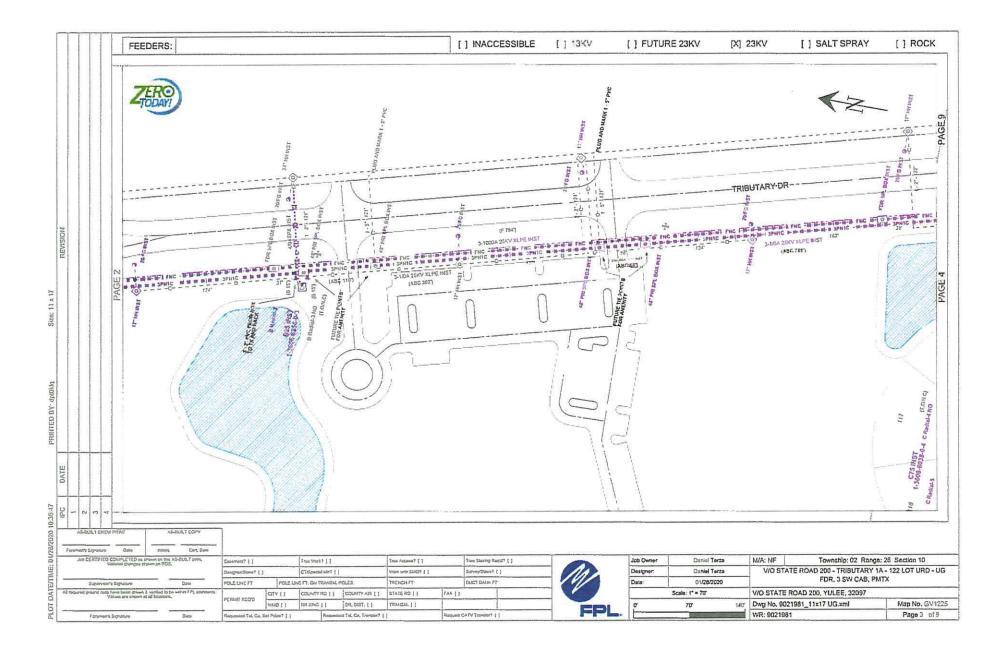
LOReilly@GreenPointeLLC.com

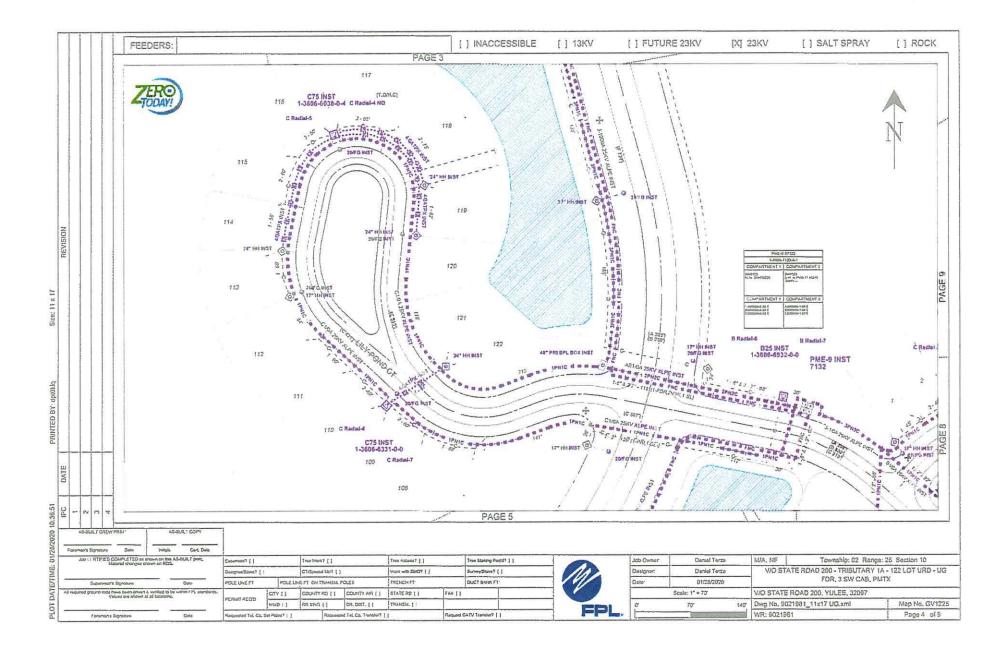
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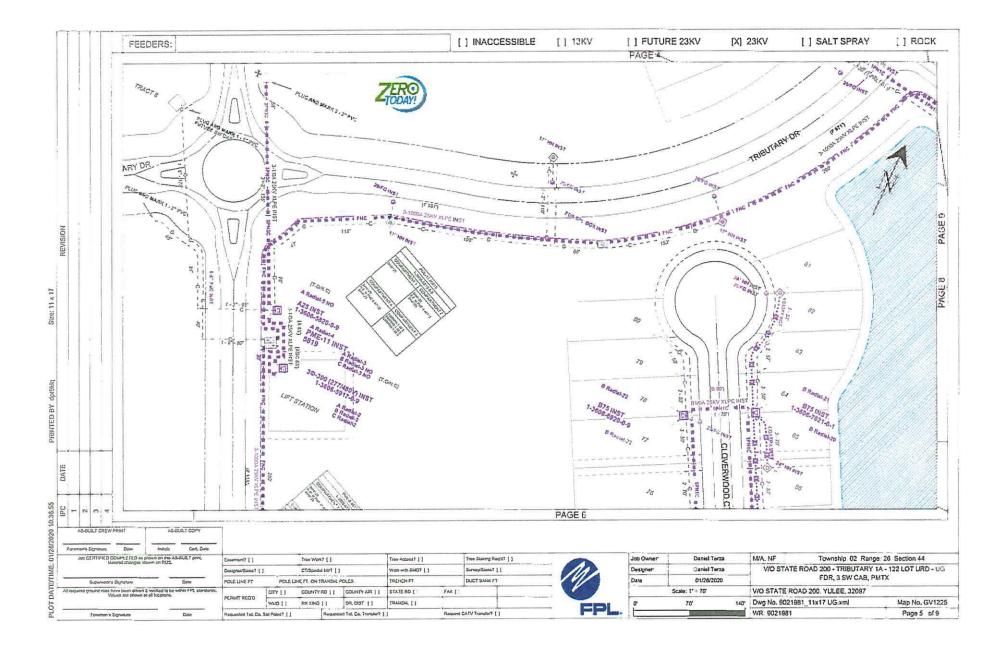
Form 360 Rev 1/24/11

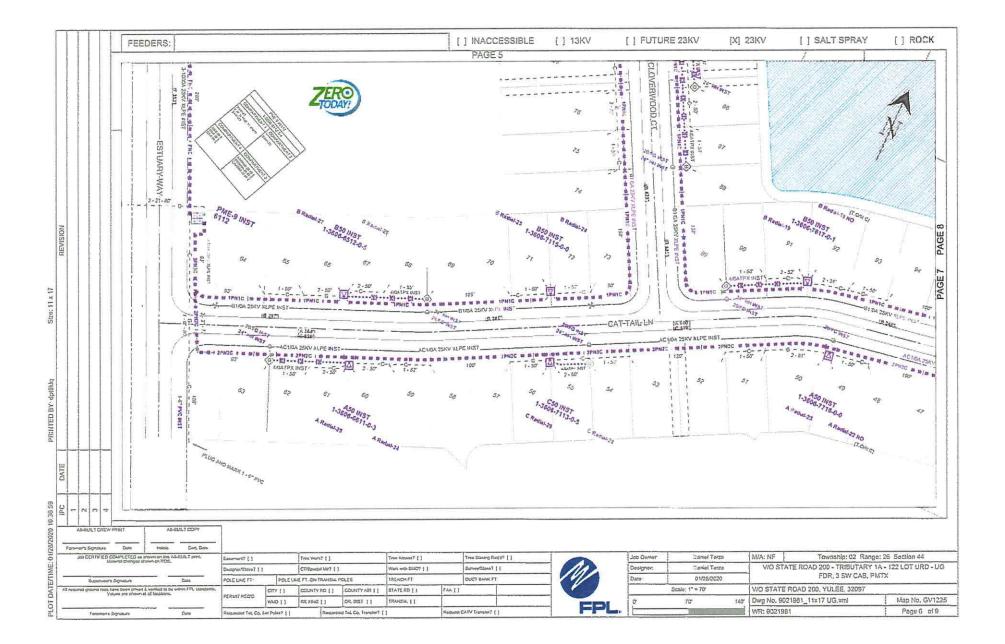


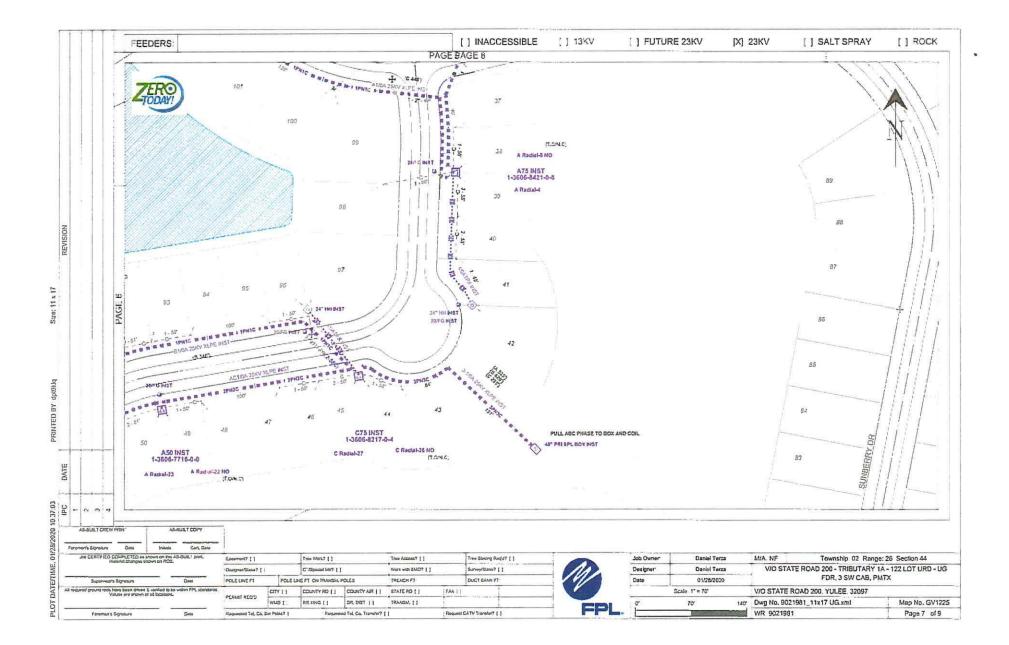


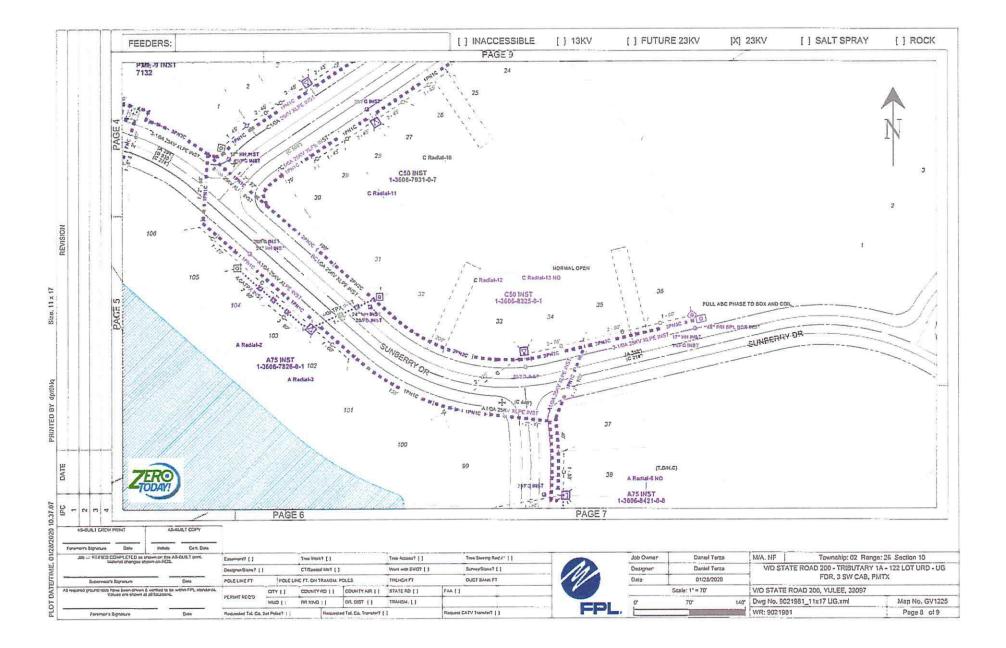


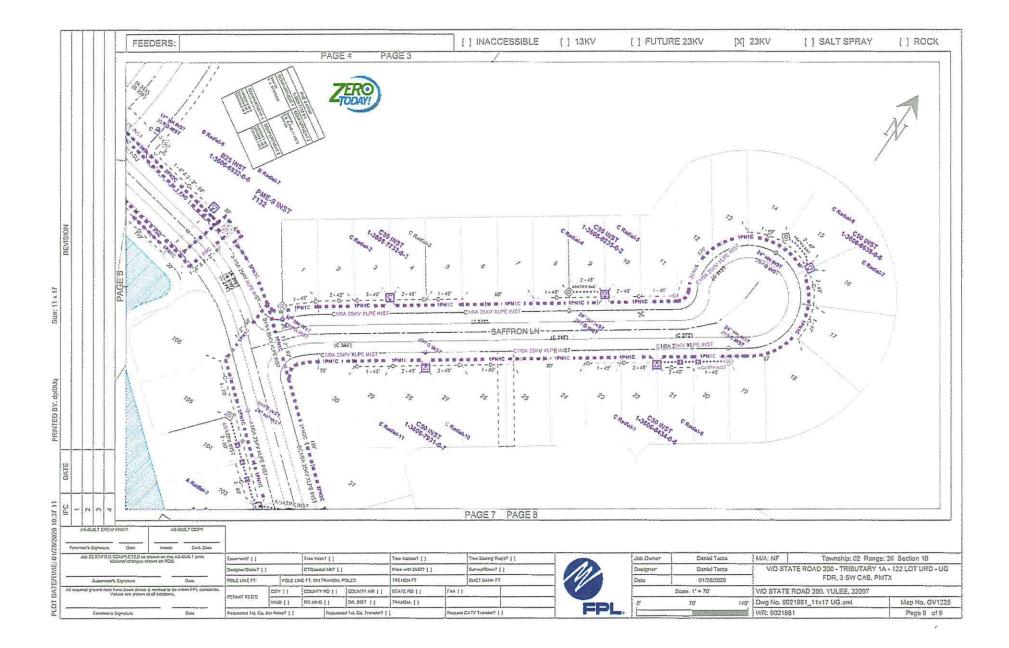


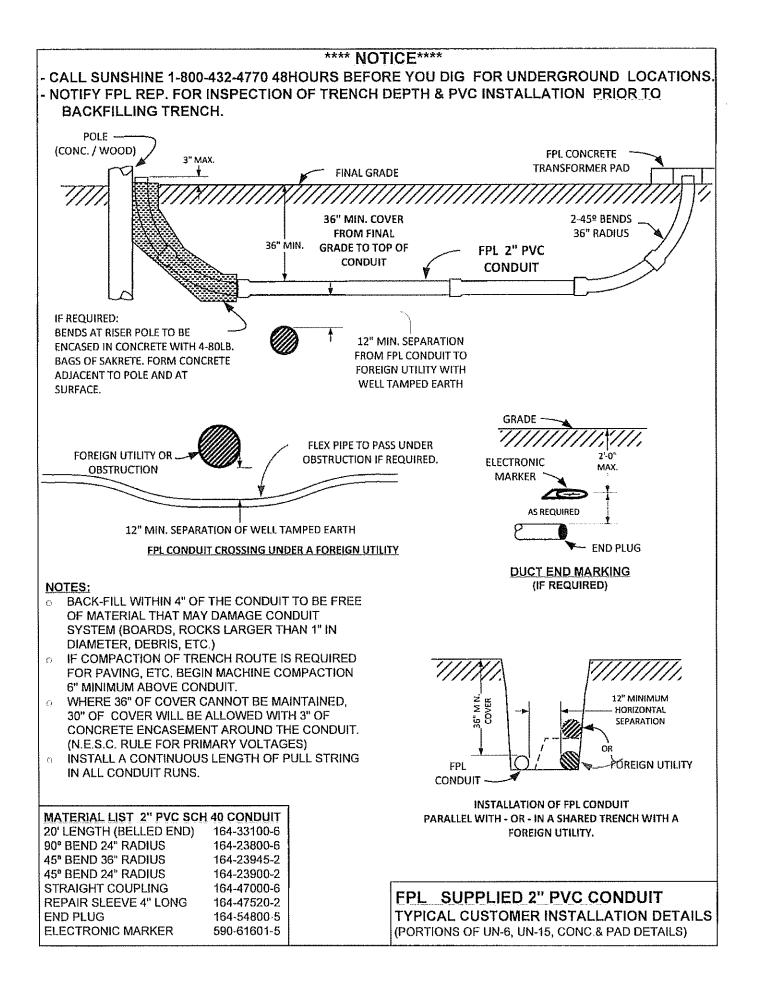


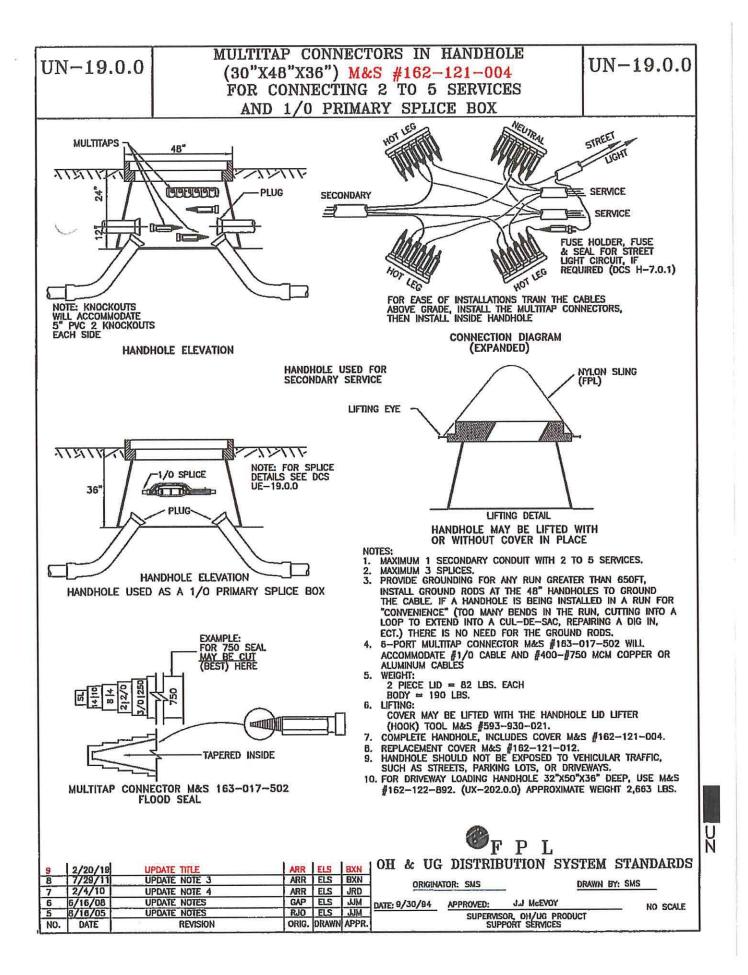


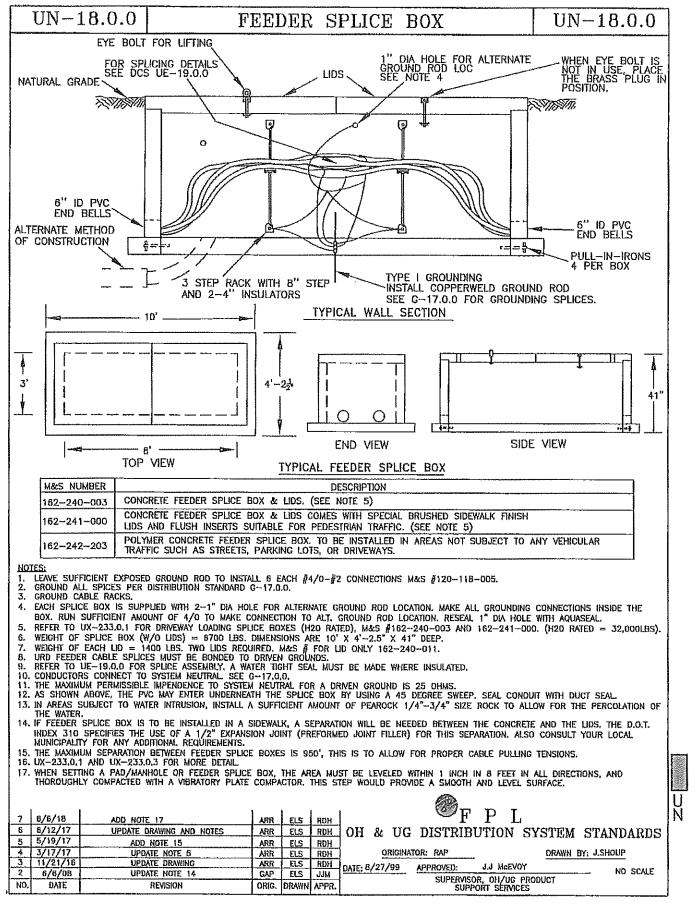


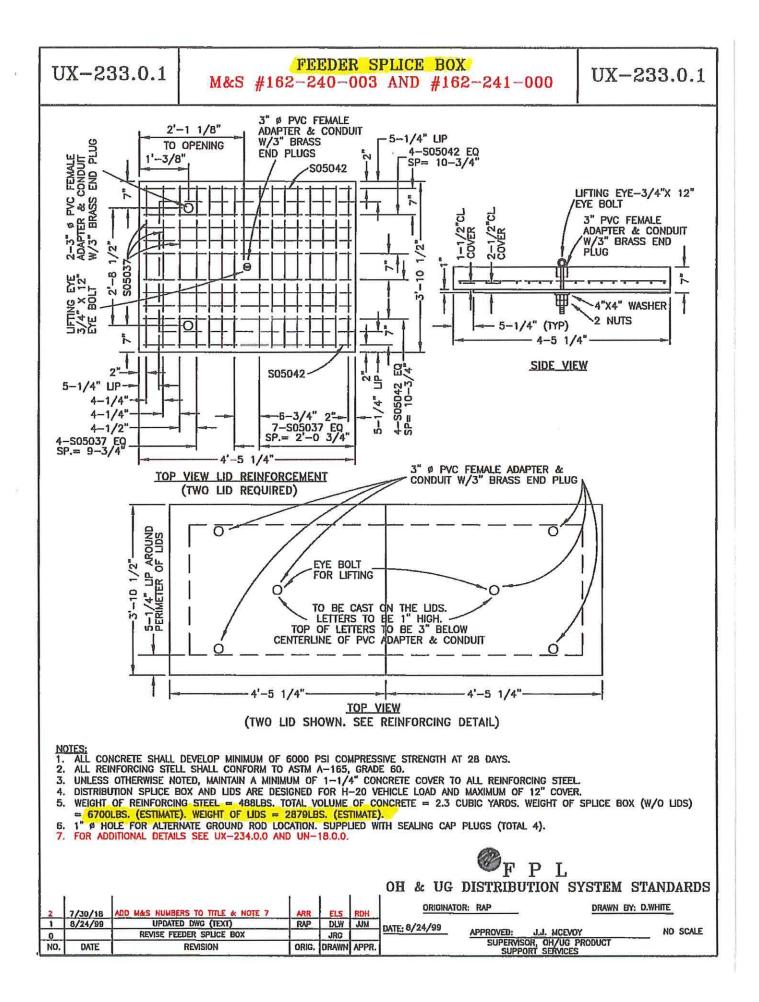


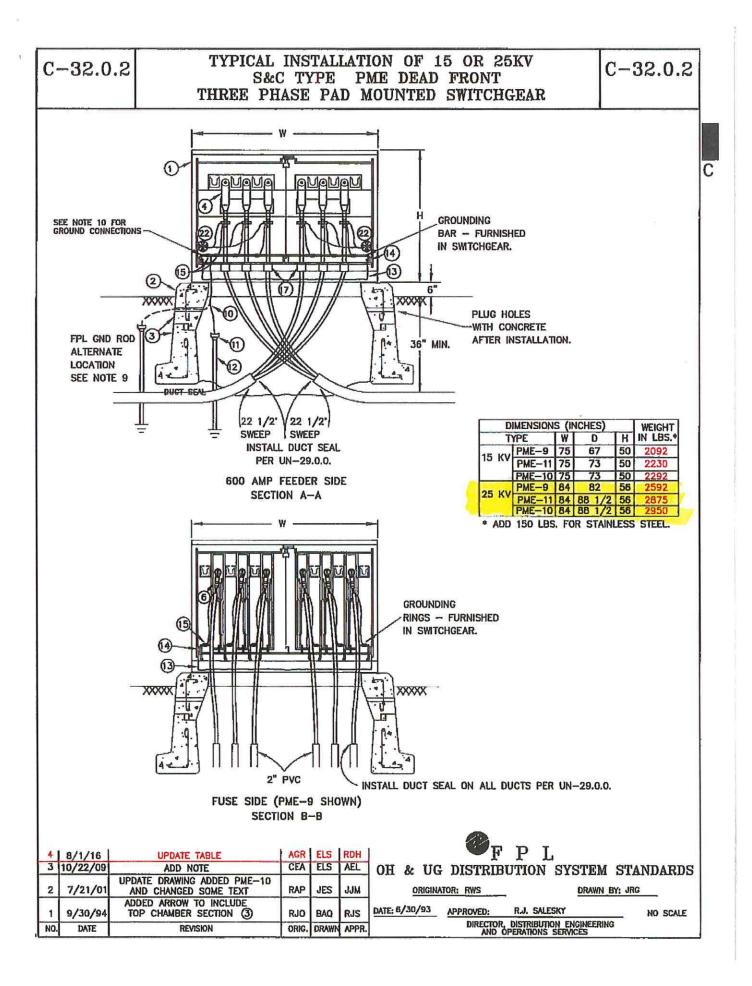












SEVENTH ORDER OF BUSINESS



February 18, 2020

Mr. Liam O'Reilly, PE, Chairman **Three Rivers CDD** c/o Governmental Management Services, LLC 1408 Hamlin Avenue, Unit E St. Cloud, Florida 34771

### Re: Amenity Center Engineering and Permitting Tributary Nassau County, Florida

Dear Mr. O'Reilly:

As requested, **Dominion Engineering Group, Inc. ("DEG")** is pleased to submit this letter agreement (the "Agreement") to **Three Rivers CDD ("Client")** for providing consulting services for your proposed project. The scope of services and terms follow.

### SCOPE OF SERVICES

The services to be performed by DEG will include and be limited to the following:

### Task 1. Site Plan

The Amenity Center is located and accessed off the main entrance road. We have recently received a site plan from the project planning firm and this plan will serve as the basis of this scope. We will develop this further to consider in better detail the site access, sidewalks, drainage collection and treatment, vehicular movements, parking, buildings and pool. The owner's representative will provide the dimensions for the buildings with points of access so we can develop an ADA acceptable plan. The site plan will be coordinated with you and the project planner; we will update as necessary.

### Task 2. Final Construction Plans

Based upon the above site plan, DEG will develop full engineering plans for the project for submittal to Nassau County and the SJRWMD for permits and approvals.

Tree Mitigation and landscape design will be handled by ELM and is not part of this contract. We will provide assistance and coordination with ELM as needed for the development of the landscape plans including secondary drainage collection design around the landscaped areas.

The drawing set for the Amenity Center submittal will generally consist of:

- 1. Cover Sheet.
- 2. Pre-Development Plan.
- 3. Post-Development Plan.
- 4. Geometry Control Plan.
- 5. Grading and Drainage Plan.
- 6. Utility Plan.
- 7. Paving and Drainage Details.
- 8. General Notes.
- 9. Erosion Control Plan (NPDES).
- 10. NPDES Detail Sheets.
- 11. Water and Sewer Details.

Please note that since we are in the drawing production phase, any changes in the site plan after this point may constitute a change in scope. Wetland Permitting will not be required as part of this scope.

### Task 3. Permitting

In support of the project, DEG will prepare the application and supporting calculation packages to the Agencies having jurisdiction over this project.

DEG will prepare application packages for submittal to the following agencies:

- 1. Nassau County for engineering and Landscape Review.
- 2. SJRWMD for Environmental Resources Permit Modification.

### **ADDITIONAL SERVICES**

The following services are not included in the scope of services, but can be provided as additional services if authorized by you. Compensation for additional services will be agreed to prior to their performance.

- 1. Engineer's opinion of probable Construction Costs.
- 2. Permit modifications due to Client requested plan revisions.
- 3. Plan changes due to Client requested plan revisions.

### SCHEDULE

Tributary Amenity Center Engineering Services February 18, 2020 Page 3 of 6

We will provide our services as diligently as practicable

#### **FEE AND BILLING**

For Tasks 1, 2 & 3, DEG will perform the services described in the Scope of Services on a lump sum fee as shown in the below table. Additional Services will be performed on an hourly basis in accordance with the current rate schedule.

TASK	DESCRIPTION	FEE
1	Site Plan	\$3500
2	Final Construction Plans	\$38,000
3	Permitting	\$5,000

The hourly rates are as follows.

Classification	Rates (h	iourly)	
Principals & Senior Managers	\$150	to	\$185
Senior Project Managers and Professional Engineers	\$95	to	\$125
Professional Staff and Sr. Technical Staff	\$75	to	\$115
Technical Staff	\$45	to	\$95
Administrative Staff	\$25	to	\$45

Fees will be invoiced monthly based upon percent complete and other direct costs as of the invoice date. These rates are valid for 12 months from the effective date of this contract, after which time they may be adjusted according to our then current direct salaries and overhead factors.

#### CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to and only to, the terms and conditions in the attached Standard Terms and Conditions, which are incorporated by reference. As used in the Standard Terms and Conditions, the term "the Consultant" shall refer to Dominion Engineering Group, Inc., and the term "the Client" shall refer to **Three Rivers CDD**.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us with a \$0 retainer. Fees stated in this Agreement are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Tributary Amenity Center Engineering Services February 18, 2020 Page 4 of 6

Very truly yours, Dominion Engineering Group, Inc.

W.L. Schaef #

William E. Schaefer, PE Principal

Attached: Standard Terms

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

## **Three Rivers CDD**

By:

(Signature)

(Type Name)

Witness: \_

(Signature)

(Type Name)

Tributary Amenity Center Engineering Services February 18, 2020 Page 5 of 6

#### STANDARD TERMS AND CONDITIONS

Whereas: Dominion Engineering Group, Inc. (DEG) is a Corporation in the State of Florida with its principal office at 4348 Southpoint Blvd, Suite 204, Jacksonville, Florida 32216.

Whereas: Client expressly understands that the services DEG performs are personal in nature and are only intended to benefit Client, Client's subsidiaries, and wholly owned companies.

Therefore: DEG and Client enter into this Agreement to provide engineering services to Client for pay.

By execution of this Agreement, DEG agrees to provide the professional services described herein, and Client agrees to accept such services, all in accordance with the following terms and conditions.

The following terms shall have the meanings set forth below whenever they are used in this Agreement:

a. "Scope of Work" (SOW), incorporated by reference to these terms and conditions shall mean the technical description of the work to be performed. The price of the services to be provided is identified in an appropriate price schedule. For many projects, such as those in the early stages of project development, planning, zoning, or investigation, all activities are often not fully definable prior to the execution of this Agreement. Initial and additional detailed investigation may uncover additional facts and information requiring an alteration in the scope of this Agreement. DEG will inform client of any material changes pursuant to the work which may alter the scope of this Agreement.

b. "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. Unless specifically stated otherwise in the SOW all Documentation shall be prepared in accordance with normal and customary criteria common for the services provided.

2. DEG shall obtain and maintain the licenses, professional registrations, permits and other authorizations necessary for DEG to perform the services identified herein. It is expressly understood that Client is responsible for any and all other permits, licenses, authorizations, and bonds, including related fees and any administrative fees or any taxes required by any federal, state, or local government law.

**3.** Invoices shall be DEG standard and will be submitted on a monthly or semi-monthly basis, or sooner, terms net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month. In addition to other rights in law and/or equity, DEG may, after giving five (5) days written notice, suspend services under this or any other agreement until all past due accounts have been paid. Client further agrees to and shall pay to DEG all costs and expenses for collection including but not limited to reasonable attorneys' fees and court costs.

The proposed fees constitute DEG's best estimate of the charges required to complete the project as defined and are valid for a period of thirty (30) days from the date of DEG's execution of this Agreement. General consulting and other services beyond the scope of services identified herein including but not limited to preparation for and attendance at meetings will be billed at DEG's normal and customary rates for the services provided. If upon submission of this Agreement to Client, Client fails to return a signed copy to DEG and knowingly allows DEG to proceed with the work, such services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed. Except as provided below, the SOW will not be altered without mutual written agreement.

The fees, rates, and other costs in this Agreement are subject to escalation after a period of one year from the date first entered above, and annually thereafter.

Costs and schedule commitments shall be subject to renegotiation for delays caused by Client's failure to provide free access to survey areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, hurricanes, tropical storms, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of god or of the public enemy, or acts or regulations of any governmental agency.

If the services covered by this contract are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and are subject to reimbursement to DEG.

Where the method of contract payment is based on a time-and-materials basis, the minimum time segment for charging of work done at any of DEG's offices is one half hour.

Expenses properly chargeable to the work and reimbursable by Client (other direct costs) shall include: travel and living expenses of personnel when away from their home office conducting business connected with the project; phone, FAX, overnight delivery services, postage, shipping, mileage, and production costs; identifiable drafting and word processing supplies; Equipment usage and rental fees; and expendable materials and supplies purchased specifically for the project. These and other direct costs shall be marked up at 15 percent to reflect profit and additional costs sustained by DEG for administration.

Subconsultant and subcontractor costs properly chargeable to the work and reimbursable by Client shall include but not be limited to: consulting services, laboratory services, drilling services, etc. Such costs shall be marked up at 15 percent to reflect profit and additional costs sustained by DEG in administration of the subcontracts.

4. All documents and data furnished by Client or obtained from others, with or without client intervention, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments shall remain the property of Client or where applicable remain the property of the owner. Notwithstanding anything to the contrary in this Agreement, DEG reserves the right to reasonably rely on the accuracy and validity of such documentation and data. Client agrees to indemnify and hold DEG harmless from any loss, damage, or liability arising out of any errors, omissions, or inaccuracies in such documentation and/or data or where such documentation and/or data does not conform to normal and customary standards.

**5.** All documents and data not furnished by Client, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments of service prepared by DEG are the property of DEG and are subject to its sole discretionary control whether or not the Project is completed. DEG reserves and shall retain all common law, statutory and other reserved rights, including the copyright thereto, all rights in its documents and copies made therefrom. Such materials are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by DEG for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to DEG, and Client shall indemnify and hold harmless DEG from all claims, demands, losses, and expenses, including attorneys' fees, of any nature whatsoever arising out of or resulting therefrom.

Tributary Amenity Center Engineering Services February 18, 2020 Page 6 of 6

6. This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Florida. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the County of Duval, State of Florida or hearing appeals therefrom. Both parties hereby consent to the personal jurisdiction and venue of the courts in Jacksonville, Duval County, Florida for the purposes of this Agreement, and agree to accept service of process by registered mail.

7. DEG will prepare all work and provide services in accordance with generally accepted professional practices. If any failure to meet the foregoing warranty appears within sixty (60) days after delivery of the work to Client, Client shall promptly notify DEG in writing of such defect. If properly notified, DEG will re-perform the defective portion of the work or service. The preceding two sentences set forth the exclusive remedy for claims based on failure of or defect in all work and services furnished

by DEG whether claim is based on contract, warranty, tort (including negligence) or any other cause of action. DEG does not make any other warranty or guarantee, expressed or implied, and all implied warranties are expressly excluded. DEG rejects those terms and conditions offered by Client in its purchase order, requisition, or notice of authorization to proceed which are not set forth herein or expressly accepted by DEG in writing. There are no warranties given which extend beyond the language

#### and description on the face hereof.

**8.** DEG shall indemnify Client against its loss, damage, and liability resulting from the illness, injury, or death of persons including, but not limited to, employees of Client or DEG or injury to property including, but not limited to, damage of property of Client or DEG arising out of the performance of this contract, provided that such loss, damage, or liability is caused by the actual negligence of DEG or of its officers, agents, servants, or employees. In the event of any loss, damage, or liability of any kind, whether to person or property, arising out of the concurrent negligence of DEG and Client, or Client's officers, agents, servants, employees, or otherwise, DEG will indemnify Client for that proportionate loss, damage or liability directly attributable to DEG's own active negligence. However, in the event of any loss, damage or liability directly attributable to Client's own active negligence. However, in the event of any loss, damage or liability arising out of the sole negligence of Client or Client, such party will assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party.

Client agrees that to the fullest extent permitted by law DEG's total liability to Client (whether in contract, warranty, tort including negligence or otherwise) shall not exceed the greater of the total amount actually paid by Client for the services of DEG under this Agreement, or \$50,000.

IN ADDITION, NEITHER CLIENT NOR DEG SHALL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTS, LOSS OF INTEREST ON BORROWED FUNDS, OR OTHER LOSSES OR DAMAGES ASSOCIATED WITH BUSINESS INTERRUPTION, REGARDLESS OF THE CLAUSE THEREOF. PURSUANT TO SB286, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

9. With respect to operations performed under or incident to this Agreement, DEG has obtained and will continue to maintain insurance as described below.

a. General liability insurance covering Client's premises/operations, completed operations and products liability, and contractual liability, all with a minimum combined single limit of \$2,000,000 each occurrence and a general aggregate of \$2,000,000 for bodily injury and property damage, including personal injury, and,

b. Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage, and,

c. Workers' compensation as follows: workers' compensation insurance as required by law, and,

d. Engineer's Professional liability insurance with an aggregate of \$1,000,000.

Client shall have the right to require DEG to furnish Client with certificates of insurance which provide that the coverage will not be canceled or materially changed except upon thirty (30) days advance written notice to Client.

**10.** This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on DEG unless in writing and signed by the contracting officer. Any modification to these terms and conditions without approval of the contracting officer shall be null and void. Any provision of either party's invoices, statements, orders, acknowledgments, or other forms which are inconsistent with or in addition to the provisions of this Agreement shall be of no force or effect unless specifically agreed to in writing by the party to be charged.



January 7, 2020

Mr. Liam O'Reilly, PE, Chairman **Three Rivers CDD** c/o Governmental Management Services, LLC 1408 Hamlin Avenue, Unit E St. Cloud, Florida 34771

## Re: Amenity Center Engineering and Permitting Three Rivers DRI Nassau County, Florida

Dear Mr. O'Reilly:

As requested, **Dominion Engineering Group, Inc. ("DEG")** is pleased to submit this letter agreement (the "Agreement") to **Three Rivers CDD ("Client")** for providing consulting services for your proposed project. The scope of services and terms follow.

### SCOPE OF SERVICES

The services to be performed by DEG will include and be limited to the following:

### Task 1. Site Plan

DEG will prepare a site plan as directed for the design of a three-bay fire station. The Amenity Center is located and accessed off the main entrance road. We have recently received a site plan from the project planning firm and this pan will serve as the basis of this scope. We will develop this further to consider in better detail the site access, sidewalks, drainage collection and treatment, vehicular movements, parking, buildings and pool. The owner's representative will provide the dimensions for the buildings with points of access so we can develop an ADA acceptable plan. The site plan will be coordinated you and the project planner; we will update as necessary.

### Task 2. Final Construction Plans

Based upon the above site plan, DEG will develop full engineering plans for the project for submittal to Nassau County and the SJRWMD for permits and approvals.

Tree Mitigation and landscape design will be handled by as part of this effort. We retain the right to hire a landscape firm to assist with this effort and incorporate the landscape plans into the construction plan sets.

The drawing set for the Amenity Center submittal will generally consist of:

- 1. Cover Sheet.
- 2. Pre-Development Plan.
- 3. Post-Development Plan.
- 4. Geometry Control Plan.
- 5. Grading and Drainage Plan.
- 6. Utility Plan.
- 7. Maintenance of Traffic Plans on Edwards Road for Entrance Drive.
- 8. Paving and Drainage Details.
- 9. General Notes.
- 10. Erosion Control Plan (NPDES).
- 11. NPDES Detail Sheets.
- 12. Water and Sewer Details.
- 13. Sanitary Lift Station Design and Details.

Please note that since we are in the drawing production phase that changes in the site plan after this point may constitute a change in scope. Wetland Permitting may be required if wetlands are found on site.

#### Task 3. Permitting

In support of the project, DEG will prepare the application and supporting calculation packages to the Agencies having jurisdiction over this project.

DEG will prepare application packages for submittal to the following agencies:

- 1. JEA for water, reuse and sewer.
- 2. FDEP for water and sewer.
- 3. Nassau County for engineering and Landscape Review.
- 4. SJRWMD for Environmental Resources Permit.

### **ADDITIONAL SERVICES**

The following services are not included in the scope of services, but can be provided as additional services if authorized by you. Compensation for additional services will be agreed to prior to their performance.

Three Rivers DRI Amenity Center Engineering Services January 7, 2020 Page 3 of 6

- 1. Engineer's opinion of probable Construction Costs.
- 2. Permit modifications due to Client requested plan revisions.
- 3. Plan changes due to Client requested plan revisions.

### SCHEDULE

We will provide our services as diligently as practicable

### FEE AND BILLING

For Tasks 1, 2 & 3, DEG will perform the services described in the Scope of Services on a lump sum fee as shown in the below table. Additional Services will be performed on an hourly basis in accordance with the current rate schedule.

TASK	DESCRIPTION	FEE
1	Site Plan	\$3500
2	Final Construction Plans (includes landscape plans)	\$24,500
3	Permitting	\$5,000

The hourly rates are as follows.

Classification	Rates (F	nourly)		
Principals & Senior Managers	\$150	to	\$185	
Senior Project Managers and Professional Engineers	\$95	to	\$125	
Professional Staff and Sr. Technical Staff	\$75	to	\$115	
Technical Staff	\$45	to	\$95	
Administrative Staff	\$25	to	\$45	

Fees will be invoiced monthly based upon percent complete and other direct costs as of the invoice date. These rates are valid for 12 months from the effective date of this contract, after which time they may be adjusted according to our then current direct salaries and overhead factors.

### CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to and only to, the terms and conditions in the attached Standard Terms and Conditions, which are incorporated by reference. As used in the Standard Terms and Conditions, the term "the Consultant" shall refer to Dominion Engineering Group, Inc., and the term "the Client" shall refer to **Three Rivers CDD**.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain

one copy, and return the other to us with a \$0 retainer. Fees stated in this Agreement are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours, Dominion Engineering Group, Inc.

W.L. Schaef #

William E. Schaefer, PE Principal

Attached: Standard Terms

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Three Rivers CDD** 

By:

(Signature)

(Type Name)

Witness:	V	V	itı	ne	SS	5.
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(Signature)

(Type Name)

Three Rivers DRI Amenity Center Engineering Services January 7, 2020 Page 5 of 6

#### STANDARD TERMS AND CONDITIONS

Whereas: Dominion Engineering Group, Inc. (DEG) is a Corporation in the State of Florida with its principal office at 4348 Southpoint Blvd, Suite 204, Jacksonville, Florida 32216.

Whereas: Client expressly understands that the services DEG performs are personal in nature and are only intended to benefit Client, Client's subsidiaries, and wholly owned companies.

Therefore: DEG and Client enter into this Agreement to provide engineering services to Client for pay.

By execution of this Agreement, DEG agrees to provide the professional services described herein, and Client agrees to accept such services, all in accordance with the following terms and conditions.

1. The following terms shall have the meanings set forth below whenever they are used in this Agreement:

a. "Scope of Work" (SOW), incorporated by reference to these terms and conditions shall mean the technical description of the work to be performed. The price of the services to be provided is identified in an appropriate price schedule. For many projects, such as those in the early stages of project development, planning, zoning, or investigation, all activities are often not fully definable prior to the execution of this Agreement. Initial and additional detailed investigation may uncover additional facts and information requiring an alteration in the scope of this Agreement. DEG will inform client of any material changes pursuant to the work which may alter the scope of this Agreement.

b. "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. Unless specifically stated otherwise in the SOW all Documentation shall be prepared in accordance with normal and customary criteria common for the services provided.

**2.** DEG shall obtain and maintain the licenses, professional registrations, permits and other authorizations necessary for DEG to perform the services identified herein. It is expressly understood that Client is responsible for any and all other permits, licenses, authorizations, and bonds, including related fees and any administrative fees or any taxes required by any federal, state, or local government law.

**3.** Invoices shall be DEG standard and will be submitted on a monthly or semi-monthly basis, or sooner, terms net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month. In addition to other rights in law and/or equity, DEG may, after giving five (5) days written notice, suspend services under this or any other agreement until all past due accounts have been paid. Client further agrees to and shall pay to DEG all costs and expenses for collection including but not limited to reasonable attorneys' fees and court costs.

The proposed fees constitute DEG's best estimate of the charges required to complete the project as defined and are valid for a period of thirty (30) days from the date of DEG's execution of this Agreement. General consulting and other services beyond the scope of services identified herein including but not limited to preparation for and attendance at meetings will be billed at DEG's normal and customary rates for the services provided. If upon submission of this Agreement to Client, Client fails to return a signed copy to DEG and knowingly allows DEG to proceed with the work, such services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed. Except as provided below, the SOW will not be altered without mutual written agreement.

The fees, rates, and other costs in this Agreement are subject to escalation after a period of one year from the date first entered above, and annually thereafter.

Costs and schedule commitments shall be subject to renegotiation for delays caused by Client's failure to provide free access to survey areas, specified facilities, or information, or for delays caused by unpredictable occurrences, or force majeure, such as fires, floods, hurricanes, tropical storms, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of god or of the public enemy, or acts or regulations of any governmental agency.

If the services covered by this contract are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the project and are subject to reimbursement to DEG.

Where the method of contract payment is based on a time-and-materials basis, the minimum time segment for charging of work done at any of DEG's offices is one half hour.

Expenses properly chargeable to the work and reimbursable by Client (other direct costs) shall include: travel and living expenses of personnel when away from their home office conducting business connected with the project; phone, FAX, overnight delivery services, postage, shipping, mileage, and production costs; identifiable drafting and word processing supplies; Equipment usage and rental fees; and expendable materials and supplies purchased specifically for the project. These and other direct costs shall be marked up at 15 percent to reflect profit and additional costs sustained by DEG for administration.

Subconsultant and subcontractor costs properly chargeable to the work and reimbursable by Client shall include but not be limited to: consulting services, laboratory services, drilling services, etc. Such costs shall be marked up at 15 percent to reflect profit and additional costs sustained by DEG in administration of the subcontracts.

4. All documents and data furnished by Die in duministration of the based network of the second data.
4. All documents and data furnished by Client or obtained from others, with or without client intervention, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments shall remain the property of Client or where applicable remain the property of the owner. Notwithstanding anything to the contrary in this Agreement, DEG reserves the right to reasonably rely on the accuracy and validity of such documentation and data. Client agrees to indemnify and hold DEG harmless from any loss, damage, or liability arising out of any errors, omissions, or inaccuracies in such documentation and/or data or where such documentation and/or data does not conform to normal and customary standards.

**5.** All documents and data not furnished by Client, including drawings, plans, specifications, maps, photographs, CADD diskettes and other instruments of service prepared by DEG are the property of DEG and are subject to its sole discretionary control whether or not the Project is completed. DEG reserves and shall retain all common law, statutory and other reserved rights, including the copyright thereto, all rights in its documents and copies made therefrom. Such materials are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by DEG for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to DEG, and Client shall indemnify and hold harmless DEG from all claims, demands, losses, and expenses, including attorneys' fees, of any nature whatsoever arising out of or resulting therefrom.

Three Rivers DRI Amenity Center Engineering Services January 7, 2020 Page 6 of 6

6. This Agreement shall be deemed made in, and in all respects interpreted, construed, and governed by, the laws of the State of Florida. All disputes arising hereunder are to be resolved in the state and federal courts having jurisdiction of such disputes sitting in the County of Duval, State of Florida or hearing appeals therefrom. Both parties hereby consent to the personal jurisdiction and venue of the courts in Jacksonville, Duval County, Florida for the purposes of this Agreement, and agree to accept service of process by registered mail.

7. DEG will prepare all work and provide services in accordance with generally accepted professional practices. If any failure to meet the foregoing warranty appears within sixty (60) days after delivery of the work to Client, Client shall promptly notify DEG in writing of such defect. If properly notified, DEG will re-perform the defective portion of the work or service. The preceding two sentences set forth the exclusive remedy for claims based on failure of or defect in all work and services furnished

by DEG whether claim is based on contract, warranty, tort (including negligence) or any other cause of action. DEG does

not make any other warranty or guarantee, expressed or implied, and all implied warranties are expressly excluded. DEG rejects those terms and conditions offered by Client in its purchase order, requisition, or notice of authorization to proceed which are not set forth herein or expressly accepted by DEG in writing. There are no warranties given which extend beyond the language and description on the face hereof.

**8.** DEG shall indemnify Client against its loss, damage, and liability resulting from the illness, injury, or death of persons including, but not limited to, employees of Client or DEG or injury to property including, but not limited to, damage of property of Client or DEG arising out of the performance of this contract, provided that such loss, damage, or liability is caused by the actual negligence of DEG or of its officers, agents, servants, or employees. In the event of any loss, damage, or liability of any kind, whether to person or property, arising out of the concurrent negligence of DEG and Client's officers, agents, servants, events, employees, or otherwise, DEG will indemnify Client for that proportionate loss, damage or liability directly attributable to DEG's own active negligence. However, in the event of any loss, damage or liability directly attributable to Client's own active negligence of either DEG or Client, such party will assume full responsibility for any liability arising thereof irrespective of the nature and degree of the other party's negligence, and will indemnify and hold harmless the other party.

Client agrees that to the fullest extent permitted by law DEG's total liability to Client (whether in contract, warranty, tort including negligence or otherwise) shall not exceed the greater of the total amount actually paid by Client for the services of DEG under this Agreement, or \$50,000.

IN ADDITION, NEITHER CLIENT NOR DEG SHALL BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT INCLUDING NEGLIGENCE OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTS, LOSS OF INTEREST ON BORROWED FUNDS, OR OTHER LOSSES OR DAMAGES ASSOCIATED WITH BUSINESS INTERRUPTION, REGARDLESS OF THE CLAUSE THEREOF. PURSUANT TO SB286, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

9. With respect to operations performed under or incident to this Agreement, DEG has obtained and will continue to maintain insurance as described below.

a. General liability insurance covering Client's premises/operations, completed operations and products liability, and contractual liability, all with a minimum combined single limit of \$2,000,000 each occurrence and a general aggregate of \$2,000,000 for bodily injury and property damage, including personal injury, and,

b. Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage, and,

c. Workers' compensation as follows: workers' compensation insurance as required by law, and,

d. Engineer's Professional liability insurance with an aggregate of \$1,000,000.

Client shall have the right to require DEG to furnish Client with certificates of insurance which provide that the coverage will not be canceled or materially changed except upon thirty (30) days advance written notice to Client.

**10.** This Agreement contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding on DEG unless in writing and signed by the contracting officer. Any modification to these terms and conditions without approval of the contracting officer shall be null and void. Any provision of either party's invoices, statements, orders, acknowledgments, or other forms which are inconsistent with or in addition to the provisions of this Agreement shall be of no force or effect unless specifically agreed to in writing by the party to be charged.

EIGHTH ORDER OF BUSINESS



# **PROPOSAL - REVISED**

For:Three Rivers CDDByJustin Lax, President, Avid Trails, LLCProject:Tributary Community Trails Master PlanningDate:February 10, 2020

#### Gregg,

Thank you for the opportunity to submit a proposal for the creation of a conceptual trails master plan for Tributary by GreenPoint Communities. As with TrailMark, we are excited to work closely with your team and fellow consultants to understand the goals and objectives of the community then deliver a trails and recreation plan that provides a unique, marketable experience for prospects and residents. The process will closely mirror that which we followed for TrailMark. As discussed, we have had great experiences collaborating with Elm on multiple projects and look forward to doing so again here.

The following outlines our proposed scope of work.

### TRAILS MASTER PLANNING

The Avid Trails team will create a conceptual trails master plan for Tributary. This includes trail placement, trails hierarchy and typology, surface material recommendations, trail widths and uses, trail node locations and other trail related concepts. Our plan will include concepts for trail related outdoor recreation amenities that integrate into the system.

In summary, this work will include:

- Full day site visit, including guided tour by client, meetings with key team members, and independent field study by Avid Trails team.
- · Ongoing collaboration with Elm and other key consultants.
- · Completion of conceptual Trails Master Plan, delivered in .SHP and PDF format.
- · Establishment of key trail alignments and types.
- Recommended trails hierarchy & typology with trail surface material recommendations and specifications.
- Conceptual design sketches and photo reference for trail related recreation concepts presented as part
  of trails master plan, including:
  - Outdoor fitness elements

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- Community bike amenities
- Trail signage and wayfinding system
- Trailhead node / kiosk locations and concepts
- Passive destinations and other related outdoor amenities
- Trail and related feature construction cost estimates for preliminary budgeting purposes.
- Presentation of trails master plan and concepts to GreenPointe team and key stakeholders.
- Up to two rounds of revisions

*Note:* Detailed design and document creation will occur as part of a subsequent scope following approval of concepts.

#### TIMELINE

Site Visit:	3-4 weeks from signing
Delivery of draft conceptual trails master plan:	10-12 weeks from site visit
Delivery of final trails master plan	2-4 weeks following concept approvals
FEES & TERMS	and required plan revisions
Above outlined Scope of Work:	\$27.500
SCHEDULE OF PAYMENTS	
Initial payment upon execution of agreement.	\$13,750
Delivery of completed plan:	\$13,750

This proposal does not include travel expenses, which will be billed at net with appropriate documentation. We anticipate two site visits for two to three Avid team members, with <u>expenses not to exceed \$4,500</u>.

witin Lax

Justin Lax President

By:

Client Approval

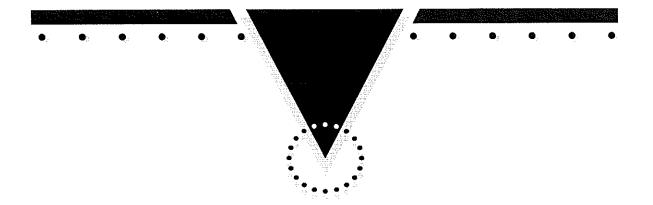
Date 3/11/20

NINTH ORDER OF BUSINESS

#### 2019A ACQUISITION AND CONSTRUCTION FUND REQUISITION LOG

DATE OF REQUISITION	REQUISITION NUMBER	NAME OF PAYEE	PURPOSE FOR WHICH PAID	INVOICE DATE	2019A MASTER INFRASTRUCTURE ACCOUNT	2019A NEIGHBORHOOD ACCOUNT	TOTAL AMOUNT PAYABLE	RUNNING TOTAL
9/26/16	1	Vallencourt Construction, Co. Inc.	Progress payment	9/3/19	\$ 562,178.25		\$ 552,178.25	\$ 562,178.25
11/19/19	2	Core & Main	Direct purchase of materials under the Contract for Construction	9/27/19	\$ 1,003,866.14		\$ 1,003,866,14	\$ 1,566,044.39
11/19/19	3	ELM, Inc.	Work Authorization #1	8/30/19	\$ 35,640.14		\$ 35,640,14	\$ 1,601,684.53
11/19/19	4	Three Rivers Developers, LLC	Direct purchase of engineering and permitting work	10/8/209	\$ 406,850.00		\$ 406,850.00	\$ 2,008,534.53
11/19/19	5	Dominion Engineering Group, Inc.	Work Authorization #1 CEI	10/1/19	\$ 2,770.00		\$ 2,770.00	\$ 2,011,304.53
1/21/20	6	Rinker Materials	Direct purchase of materials	11/1/19	\$ 93,638.16		\$ 93,638.15	\$ 2,104,942.69
11/19/19	7	Clary and Associates, Inc.	Work Performed under Master Agreement	9/26/19	\$ 750.00		\$ 750.00	\$ 2,105,692.69
11/19/19	8	Vallencourt Construction, Co. Inc.	Progress payment	9/30/19	\$ 499,231.65		\$ 499,231.65	\$ 2,604,924.34
11/19/19	9	Dominion Engineering Group, Inc.	Services as District Engineer	10/1/19	\$ 2,950.00		\$ 2,950.00	\$ 2,607,874.34
11/19/19	10	ELM, Inc.	Work Authonization #1	9/30/19	\$ 5,988.89		\$ 5,988.89	\$ 2,613,863.23
11/19/19	11	Dominion Engineering Group, Inc.	Work Authorization #1 CEI	9/1/19	\$ 3,995.25		\$ 3,995.25	\$ 2,617,858.48
11/19/19	12	Hopping Green & Sams	Contractural & Payment Assistance	8/15/19	\$ 2,367.0		\$ 2,367.00	\$ 2,620,225.44
11/19/19	13	Hopping Green & Sams	Contractural & Payment Assistance	9/13/19	\$ 2,925.00		\$ 2,926.00	\$ 2,623,151.44
11/19/19	14	Dominion Engineering Group, Inc.	Work Authorization #2 Design & Permitting	11/1/19	\$ 34,000.00		\$ 34,000.00	\$ 2,657,151.4
11/19/19	15	Rinker Materials	Direct purchase of materials	10/16/19	\$ 3,187.1		\$ 3,187.12	\$ 2,660,338.60
11/19/19	16	Rinker Materials	Direct purchase of mateials	10/16/19	\$ 11,301.04		\$ 11,301.04	\$ 2,671,639.6
11/19/19	17	Standard Precast, Inc.	Direct purchase of materials	10/2/19	\$ 160,874.00		\$ 160,874.00	\$ 2,832,513.6
11/19/19	18	Dominion Engineering Group, Inc.	Work Authorization #1 & #2 Design & Permitting	11/1/19	\$ 21,580.00		\$ 21,580.00	\$ 2,854,093.6
11/19/19	19	Vallencourt Construction, Co. Inc.	Progress payment	10/25/19	\$ 1,446,218.26		\$ 1,446,218.26	\$ 4,300,311.9
11/19/19	20	ELM. Inc.	Work Authorization #1	10/31/19	\$ 27,320.82		\$ 27,320.82	\$ 4,327,632.7
11/19/19	21	Standard Precast, Inc.	Direct purchase of materials	11/1/19	\$ 2,179.00		\$ 2,179.00	\$ 4,329,811.7
11/19/19	22	Hopping Green & Sams	Contractural & Payment Assistance	10/10/19	\$ 506.00		\$ 506.00	\$ 4,330,317,7
11/19/19	23	Standard Precast, Inc.	Direct purchase of materials	11/11/19	\$ 11,700.00		\$ 11,700.00	\$ 4,342,017.7
11/19/19	24	Hopping Green & Sams	Contractural & Payment Assistance	10/31/19	5 2,009.67		\$ 2,009.67	\$ 4,344,027,3
12/18/19	25	Rinker Materials	Direct purchase of materials	11/15/19	\$ 4,231.92		\$ 4,231.92	\$ 4,348,259,3
12/18/19	26	Vallencourt Construction, Co. Inc.	Progress payment	12/5/19	\$ 316,086.93		\$ 316,086.93	\$ 4,654,346.2
1/21/20	27	ELM, Inc.	Work Authorization #1	11/30/19	\$ 18,432,54		\$ 18,432.54	\$ 4,682,778,7
1/21/20	28	Standard Precast, Inc. VOID	Direct purchase of materials	11/27/19	\$ 10,432,34		\$ 10,432.34	\$ 4,682,778.7
1/21/20	29	Dominion Engineering Group, Inc.	Work Authorization #1 & # 2	12/1/19	\$ 24.011.94		\$ 24,011.94	\$ 4,706,790.7
1/21/20	30	Dominion Engineering Group, Inc.	Work Authorization#1	12/1/19	\$ 1,290.00		\$ 1,290.00	\$ 4,708,080.7
1/21/20	30	Standard Precast, Inc.	Direct purchase of materials	12/5/19	\$ 55.644.00		\$ 56.644.00	\$ 4,764,724,7
1/21/20	32	Core & Main	Direct purchase of materials	10/30/19	\$ 33,915.99		\$ 33,915.99	\$ 4,798,640.7
1/21/20	33	Hopping Green & Sams	Contractural & Payment Assistance	12/17/19	\$ 302.50		\$ 302.50	\$ 4,798,943.2
1/21/20	34	Standard Precast, Inc.	Direct purchase of materials	12/5/10		\$ 14,187.00	\$ 14,187.00	\$ 4,813,130.2
1/21/20	35	Rinker Materials	Direct purchase of materials	12/13/19		\$ 20,457.20	\$ 20,457.20	\$ 4,833,587.4
1/21/20	36	Nassau County Engineering Services	Contractural & Payment Assistance	12/30/19	<u></u>	\$ 15,070,00	\$ 15.070.00	
1/21/20	37	Standard Precast, Inc.	Direct purchase of materials	12/16/19		\$ 3,240.00		
1/21/20	38	Vallencourt Construction, Co. Inc.	Progress payment	12/30/19		\$ 1,208,253,71	\$ 1,208,253.71	\$ 6,050,151.1
1/21/20	39	Dominion Engineering Group, Inc.	Work Authorization #1 & #2	12/1/19		\$ 31,513.76	\$ 31,513,76	\$ 6,091,664,8
1/21/20	40	Standard Precast, Inc.	Oirect purchase of materials	12/17/19		\$ 42,255.00		
1/21/20	41	ELM, Inc.	Work Authorization#1	12/31/19		\$ 22,910.68		\$ 6,156,830.5
1/21/20	42	Standard Precast, Inc.	Direct purchase of materials	1/3/20		\$ 14,031.00		
3/17/20	43	Standard Precast, inc.	Direct purchase of materials	1/8/2020 1/9/20		\$ 16,435.00	\$ 16,435.00	
3/17/20	44	Bio-Tech Consulting, Inc.	Work Authorization #1	12/16/19 1/16/20		\$ 3,620.00 \$ 32,926.00		\$ 6,190,916.5 \$ 6,223,842.5
3/17/20 3/17/20	45 46	Standard Precast, Inc. Core & Main	Direct purchase of materials Direct purchase of materials	1/9/14/16/20 12/18/19 1/20/22/20		· · · · · · · · · · · · · · · · · · ·		
3/17/20	40	Vallencourt Construction, Co. Inc.	Inv# 6210/App#6A & Inv# 5211/App#68 - Progress Payment	1/27/20 & 1/31/20		\$ 16,752.03 \$ 608,427.53		
3/17/20	47	Standard Precast, Inc.	Inv# 58198-IN & 58279-IN - Direct Purchase of Materials	1/21/20 & 1/31/20		5 13,690.00	\$ 13,690.00	
3/17/20	49	Dominion Engineering Group, Inc.	Invit 2020-3814/2020-3817/2020-3787 - Work Authorization #1 & 2	2/1/20	<u> </u>	\$ 23,264.26	\$ 23,264.26	
3/17/20	50	National Flood Insurance Program	FEMA CLOMR Review Fee	2/7/20	İ	5 6,750.00	\$ 6,750,00	
3/17/20	51	Standard Precast, Inc.	Inv# 58379-IN - Phase 1A Direct Purchase of Materials PO#3	1/24/20	5 3,661.00		\$ 3,661.00	
3/17/20	52	Standard Precast, Inc.	Inv# 58379-IN, 58309-IN, 58381-IN - Direct Purchase of Materials PO#3	1/24, 1/27, 1/31	· · · · · · · · · · · · · · · · · · ·	\$ 29,100.00	\$ 29,100.00	\$ 6,925,487.3
3/17/20	53	Florida Power & Light	Inv# 1800208670 - UG RES Fedder/V/O State Road 220 Ref#D00009021981	2/7/20	\$ 4,787.69		\$ 4,787.69	
3/17/20	54	ELM, Inc.	Inv# 18872 - Riverfront Amenity Design/Entry Parkway Landscape	1/31/20	\$ 24,947.05		\$ 24,947.05	\$ 6,955,222.1
3/17/20	55	ECS Florida LLC	Inv# 787082 - Tributary Unit 6 Infrastructure - Drilling Services	2/19/20		\$ 1,000.00	\$ 1,000.00	
3/17/20	56	Standard Precast, Inc.	Inv# 58531, 58606, 58605, 58603, 58606, 58426, 58427 & 58496	Various Feb20		\$ 58,206.00	\$ 58,206.00	
3/17/20	57	Dominion Engineering Group, Inc.	Inv# 2020-3829 & 2020-3870 - Final Dev. Plan Mod/Unit 6 Design/NTE	3/1/20	L	\$ 20,061.42	\$ 20,061.42	
3/17/20	58	Dominion Engineering Group, Inc.	Inv# 2020-3854 & 2020-3870 - Construction Phase Services NTE/Reg. Prep.	3/1/20	\$ 1,822.50		\$ 1,822.50	
3/17/20	59	Vallencourt Construction, Co. Inc.	Inv# 6285/App# 7A - Progress Payment	2/29/20	ļ	\$ 463,605.94	\$ 463,605.94	
3/17/20	60	Rinker Materials	Direct Purchase of Materials - POR4 - Invoice #20027493	2/18/20		\$ 16,839.68 \$ 2,715.00	\$ 16,839.68	
3/17/20	61	Standard Precast, Inc.	Direct Purchase of Materials - PO#3 - Invoice #0058783-IN	2/26/20	<u>+</u>	\$ 2,715.00	\$ 2,715.00	\$ 7,519,472.0

ELEVENTH ORDER OF BUSINESS



# Three Rivers Community Development District

**Unaudited Financial Reporting** 

February 29, 2020



## THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET February 29, 2020

	GOV	ERNMENTAL FUND TYPES	<u>-</u>	TOTALS
	GENERAL	DEBT	CAPITAL	(MEMORANDUM ONLY)
	FUND	SERVICE	PROJECTS	2020
ASSETS:	······			
CASH	\$2,315			\$2,315
PREPAID EXPENSES	\$15,796			\$15,796
<u>SERIES 2019A-1 &amp; A-2</u>				
RESERVE A-1	<b>16 57 16</b>	\$1,001,063		\$1,001,063
RESERVE A-2		\$74,813		\$74,813
REVENUE	44 SP 50	\$4,745		\$4,745
CAPITALIZED INTEREST A-1		\$738,833		\$738,833
CAPITALIZED INTEREST A-2		\$75,151		\$75,151
CONSTRUCTION - MASTER INFRASTRUCTURE			\$2,786,702	\$2,786,702
CONSTRUCTION - NEIGHBORHOOD INFRASTRUCTURE		60 M M	\$5,534,720	\$5,534,720
TOTAL ASSETS	\$18,111	\$1,894,604	\$8,321,422	\$10,234,137
LIABILITIES:				¢12.002
ACCOUNTS PAYABLE	\$12,893			\$12,893
FUND EQUITY:				
FUND BALANCES:				
UNASSIGNED	\$5,218			\$5,218
RESTRICTED FOR DEBT SERVICE		\$1,894,604		\$1,894,604
RESTRICTED FOR CAPITAL PROJECTS			\$8,321,422	\$8,321,422
TOTAL LIABILITIES & FUND EQUITY	\$18,111	\$1,894,604	\$8,321,422	\$10,234,137

## **THREE RIVERS**

## COMMUNITY DEVELOPMENT DISTRICT

#### **GENERAL FUND**

Statement of Revenues & Expenditures

For The Period Ending February 29, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/29/20	ACTUAL THRU 2/29/20	VARIANCE
REVENUES:	3			
DEVELOPER CONTRIBUTIONS	\$113,962	\$47,484	\$42,642	(\$4,842)
TOTAL REVENUES	\$113,962	\$47,484	\$42,642	(\$4,842)
EXPENDITURES:				
ADMINISTRATIVE:				
SUPERVISORS FEES	\$12,000	\$5,000	\$3,200	\$1,800
FICA EXPENSE	\$918	\$383	\$245	\$138
ENGINEERING	\$12,000	\$5,000	\$0	\$5,000
ATTORNEY	\$25,000	\$10,417	\$9,120	\$1,296
DISSEMINATION	\$0	\$0	\$1,458	(\$1,458)
MANAGEMENT FEES	\$45,000	\$18,750	\$18,750	\$0
INFORMATION TECHNOLOGY	\$3,700	\$1,542	\$1,042	\$500
TELEPHONE	\$544	\$227	\$97	\$130
POSTAGE	\$1,000	\$417	\$54	\$362
INSURANCE	\$6,000	\$6,000	\$5,125	\$875
PRINTING & BINDING	\$1,200	\$500	\$916	(\$416)
LEGAL ADVERTISING	\$5,000	\$2,083	\$4,005	(\$1,921)
OTHER CURRENT CHARGES	\$800	\$333	\$0	\$333
OFFICE SUPPLIES	\$625	\$260	\$50	\$210
DUES, LICENSES & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL EXPENDITURES	\$113,962	\$51,086	\$44,237	\$6,849
EXCESS REVENUES (EXPENDITURES)	\$0		(\$1,595)	
FUND BALANCE - Beginning	\$0		\$6,813	
FUND BALANCE - Ending	\$0		\$5,218	

## **THREE RIVERS**

## COMMUNITY DEVELOPMENT DISTRICT

#### DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending February 29, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/29/20	ACTUAL THRU 2/29/20	VARIANCE
REVENUES:				
INTEREST	\$0	\$0	\$8,411	\$8,411
TOTAL REVENUES	\$0	\$0	\$8,411	\$8,411
EXPENDITURES:				
<u>Series 2019</u>				
INTEREST A1 - 11/01	\$0	\$0	\$63,335	(\$63,335)
INTEREST A2 - 11/01	\$0	\$0	\$6,442	(\$6,442)
TOTAL EXPENDITURES	\$0	\$0	\$69,777	(\$69,777)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$61,367)	
FUND BALANCE - Beginning	\$0		\$1,955,971	··· · · · · · · · · · · · · · · · · ·
FUND BALANCE - Ending	\$0		\$1,894,604	

## **THREE RIVERS**

#### COMMUNITY DEVELOPMENT DISTRICT

#### CAPITAL PROJECTS FUND

Statement of Revenues & Expenditures

For The Period Ending February 29, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/29/20	ACTUAL THRU 2/29/20	VARIANCE
REVENUES:				
INTEREST	\$0	\$0	\$52,299	\$52,299
TOTAL REVENUES	\$0	\$0	\$52,299	\$52,299
EXPENDITURES:				
<u>Series 2019</u>				
CAPITAL OUTLAY - MASTER INFRASTRUCTURE	\$0	\$0	\$2,247,281	(\$2,247,281)
CAPITAL OUTLAY - NEIGHBORHOOD INFRASTRUCTURE	\$0	\$0	\$2,093,783	(\$2,093,783)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$84,334	(\$84,334)
TOTAL EXPENDITURES	\$0	\$0	\$4,425,398	(\$4,425,398)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$4,373,099)	
FUND BALANCE - Beginning	\$0		\$12,694,521	
FUND BALANCE - Ending	\$0		\$8,321,422	

00	NON	DEC	NAL	FEB	MAR	APR	MAY	IUN	Ъľ	AUG	5EPT	TOTAL
											:	
065,6\$	\$5,394	\$12,063	\$10,031	\$5,765	ŝo	ŝo	\$0	\$	8	8	20	542,642
59,390	55,394	\$12,063	\$10,031	\$5,765	50	so	\$0	Şa	QŞ	ŝo	\$0	\$42,642
;		ş	000 64	çş	9	\$	ŝ	\$0	95	8	\$0	\$3,200
8.9	7. ÷	с, 2	2245	s, 5	3 9	9	. 95	9	8	8	\$0	\$245
8 9		у 2	5	3	8	0\$	95	8	\$0	\$0	\$0	\$0
511.52	53	\$734	3	\$0	S	\$0	8	\$0	<u></u> 20	\$0	ŞO	\$9,120
\$292		\$292	\$292	\$292	\$0	\$0	ŝ	ŝ	20	\$0	\$0	\$1,458
\$3,750	ŝ	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	ŝ	\$	8	\$.	\$18,750
\$208		\$208	\$208	\$208	\$0	\$0	8	\$	\$	\$	\$0	\$1,042
517		S	\$11	25	\$0	5	\$	S	\$0	ŝ	50	\$97
19		. 5	\$\$	\$43	8	\$0	ŝ	\$0	\$0	\$	\$	\$54
\$5.125	3	\$	0\$	\$0	\$0	\$0	¢\$	\$0	\$0	<u>8</u>	ŝ	\$5,125
\$281	ŝ	\$221	\$140	\$162	\$0	\$0	\$0	\$0	\$	\$0	\$0	\$916
\$250		\$2,531	\$250	\$0	ŝ	\$0	\$0	\$0	\$0	Ş	\$0	\$4,005
8		\$0	ŝ	05	\$	\$0	\$0	3	\$	ŝ	5	8
. 53	8	\$16	513	\$11	\$0	\$0	ŝ	<u>so</u>	8	S	\$0	\$50
DUES, LICENSES & SUBSCRIPTIONS \$175		\$0	\$	\$0	So	\$0	<del>3</del> 0	8	\$0	0\$	\$0	\$175
\$15.226	\$8,670	\$7,755	\$8,113	\$4,473	ŝa	\$0	50	ŝo	\$0	\$0	ŝ	\$44,237
						********						104 5051
(\$5,836)	(22,62)	54.308	\$1.918	\$1 797	95	3	8	5	05	2	2	(C6C'TC)

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FUNDING REQUEST #	PREPARED DATE	PAYMENT RECEIVED DATE		CHECK AMOUNT		TOTAL FUNDING REQUEST		GENERAL FUND RTION (FY19)	PO	GENERAL FUND RTION (FY20)	CAPITAL OUTLAY	OVER AND (SHORT) ALANCE DUE
1	1/28/19	3/1/19	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	-	\$ *	\$ -
2	3/21/19	4/1/19	\$	10,255.00	\$	10,255.00	\$	10,255.00	\$	-	\$ -	\$ -
3	4/17/19	5/3/19	\$	6,799.27	\$	6,799.27	\$	6,799.27	\$	-	\$ -	\$ -
4	5/24/19	6/3/19	\$	13,081.52	\$	13,081.52	\$	10,524.02	\$	-	\$ 2,557.50	\$ -
5	6/19/19	6/27/19	\$	9,700.82	\$	9,700.82	\$	8,128.32	\$	-	\$ 1,572.50	\$ -
6	7/18/19	9/23/19	\$	9,828.11	\$	9,828.11	\$	9,760.61	\$	-	\$ 67.50	\$ ~
7R	8/22/19	10/11/19	\$	8,542.01	\$	8,542.01	\$	8,542.01	\$	-	\$ -	\$ -
8R	9/19/19	10/11/19	\$	11,137.81	\$	11,137.81	\$	11,137.81	\$	-	\$ -	\$ 
9	9/26/19	10/11/19	\$	5,575.00	\$	5,575.00	\$	450.00	\$	5,125.00	\$ -	\$ -
1	10/9/19	11/11/19	\$	5,344.90	\$	5,344.90	\$	1,080.00	\$	4,264.90	\$ -	\$ -
2	11/11/19	11/18/19	\$	12,790.74	\$	12,790.74	\$	7,397.12	\$	5,393.62	\$ -	\$ -
3	12/10/19	12/31/19	Ś	12,062.53	\$	12,062.53	\$	-	\$	12,062.53	\$ -	\$ -
4	1/14/20	.,,			\$	10,030.74	\$	-	\$	10,030.74	\$ -	\$ 10,030.74
5	2/10/20				\$	5,765.15	\$	-	\$	5,765.15	\$ -	\$ 5,765.19
UE FROM DE	VELOPER		\$	120,117.71	\$	135,913.60	\$	89,074.16	\$	42,641.94	\$ 4,197.50	\$ 15,795.8
	OPER CONTRIBUTIO	DNS FY20			Ś	42,641.94	•					

#### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT DEVELOPER CONTRIBUTIONS/DUE FROM DEVELOPER

## THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT LONG TERM DEBT REPORT

#### SERIES 2019A-1, SPECIAL ASSESSMENT BONDS

INTEREST RATES: MATURITY DATE: RESERVE FUND DEFINITION RESERVE FUND REQUIREMENT RESERVE FUND BALANCE 3.875%, 4.125%, 4.500%, 4.750% 5/1/2050 MAXIMUM ANNUAL DEBT SERVICE \$1,001,063 \$1,001,063

BONDS OUTSTANDING - 9/30/19

\$16,170,000

\$16,170,000

CURRENT BONDS OUTSTANDING

SERIES 2019A-2, S	PECIAL ASSESSMENT BONDS	
INTEREST RATES:	4.750%	
MATURITY DATE:	5/1/2029	
RESERVE FUND DEFINITION	100% OF INTEREST	
RESERVE FUND REQUIREMENT	\$74,813	
RESERVE FUND BALANCE	\$74,813	
BONDS OUTSTANDING - 9/30/19		\$1,575,000
CURRENT BONDS OUTSTANDING		\$1,575,000

## Three Rivers Community Development District

#### Special Assessment Bonds, Series 2019A-1 & 2019A-2 Master Infrastructure Fund

Date	Requisition #	Contractor	Description	Requisitions		
Fiscal Year 2020	}	· · · · · · · · · · · · · · · · · · ·				
10/2/19	1	Vallencourt Construction Company	App# 5911-1 - Units 1, 2, 4 & Cty Park SR200	\$	562,178.2	
10/2/19	2	Core & Main LP	Phase I - Direct Purchase of Materials	\$	1,003,866.1	
10/2/19	3	ELM, Inc.	Inv# 18652 - Professional Architectural Services	\$	35,650.1	
11/6/19	4	Three Rivers Developers, LLC	Reimb #1 - Engineering & Permitting Work for Phase IA	\$	406,850.0	
10/10/19	5	Dominion Engineering Group, Inc.	Inv# 2019-3594 - Site Visits & Application Certification	\$	2,770.0	
1/21/20	6	Rinker Materials	PO#2 - Direct Purchases of Materials	\$	93,638.3	
10/10/19	7	Clary & Associates, inc.	Inv# 2019-568 - Preparation of Map & Legal Description	\$	750.(	
10/10/19	8	Vallencourt Construction Company	App# 5959-2 - Units 1, 2, 4 & Cty Park SR200	\$	499,231.6	
11/5/19	9	Dominion Engineering Group, Inc.	Inv# 2019-3592 Revisions to Engineers Report	\$	2,950.0	
11/5/19	10	ELM, Inc.	Inv# 18700 - Master Agreement for Architectural Services	\$	5,988.3	
11/5/19	11	Dominion Engineering Group, Inc.	Inv# 2019-3550 - Draft Supplemental Engineer's Report	\$	3,995.	
11/5/19	12	Hopping, Green & Sams	Inv# 109177 - Review Construction Contracts/Agreements	\$	2,367.	
11/5/19	13	Hopping, Green & Sams	Inv# 109804 - Vallencourt Agreement/Bond Requirements	\$	2,926.	
11/5/19	14	Dominion Engineering Group, Inc.	Inv# 2019-3596 - Offiste Water Main/Plan Modifications	\$	34,000.	
10/23/19	15	Rinker Materials	Inv# 19278106 - Direct Purchase of Materials	\$	3,187.	
10/31/19	16	Rinker Materials	Inv# 19284124 & 1929041 - Direct Purchase of Materials	\$	11,301.	
12/11/19	17	Standard Precast, Inc.	Phase I - Direct Purchase of Materials	\$	160,874.	
12/11/19	18	Dominion Engineering Group, Inc.	Inv# 2019-3631, 2019-3645, 2019-3604	\$	21,580.	
12/6/19	19	Vallencourt Construction Company	Inv# 6038 - Unit 1, 2, 4 & Country Park	\$	1,446,218.	
12/11/19	20	Elm, Inc.	Inv# 18753 - Ph1 Site Concepts, Conseptual Designs	\$	27,320	
12/11/19	21	Standard Precast, Inc.	Inv# 57148-IN - Direct Purchase of Materials	\$	2,179	
12/11/19	22	Hopping, Green & Sams	Inv# 110412 - Project Construction - September 2019	\$	506	
12/11/19	23	Standard Precast, Inc.	Inv# 57310-IN - Direct Purchase of Materials	\$	11,700.	
12/11/19	24	Hopping, Green & Sams	Inv# 111010 - Project Construction - October 2019	\$	2,009	
12/9/19	25	Rinker Materials	Inv# 19596166 - Direct Purchase of Materials - PO#2	\$	4,231	
12/10/19	26	Vallencourt Construction Company	Appl# 6101-4 - Unit 1, 2, 4 & Country Park	\$	316,086	
1/21/19	27	Elm, Inc.	Inv# 18784 - Professional Architectural Services	\$	18,432	
N/A	28	VOIDED	N/A	\$	-	
1/21/20	29	Dominion Engineering Group, Inc.	Inv# 2019-3709/2019-3678 - Plan Modifications/FEMA CLOMR	\$	24,011	
1/21/20	30	Dominion Engineering Group, Inc.	Inv# 2019-3721 - Pay App #3 & Site Visit 11/6/19	\$	1,290	
12/23/19	31	Standard Precast, Inc.	Phase I - Direct Purchase of Materials - PO#3	\$	56,644	
12/23/19	32	Core & Main LP	Phase I - Direct Purchase of Materials	\$	33,915	
1/21/19	33	Hopping, Green & Sams	Inv# 111774 - Prep work authorizations/lift station agreement	\$	302	
2/25/20	53	Florida Power & Light	Inv# 1800208670 - UG RES Feeder/V/O State Road 200	ŝ	4,787	

	TOTAL		\$ 4	,803,740.91
Fiscal Year 2020				
10/1/19		Interest	\$	344.88
11/1/19		Interest	\$	7,127.33
12/1/19		Interest	\$	5,321.02
12/3/19		Transfer From Cost of Issuance	\$	11,986.67
1/2/20		Interest	\$	3,517.82
2/3/20		Interest	\$	2,907.62
	TOTAL		\$	31,205.34
	Maste	r Infrastructure Fund at 9/30/19	\$ 7	7,559,237.34
	in	terest Earned thru 2/29/20	\$	31,205.34
	Re	quisitions Paid thru 2/29/20	\$ (4	4,803,740.91

Remaining Master Infrastructure Fund

\$ 2,786,701.77

## Three Rivers Community Development District

## Special Assessment Bonds, Series 2019A-1 & 2019A-2 Neighborhood Infrastructure Fund

Date	Requisition #	Contractor	Description	R	equisitions
Fiscal Year 2020					
1/21/20	34	Standard Precast Inc.	Inv# 57648 & 57704 - PO#3 Direct Purchase of Materials	\$	14,187.00
1/21/20	35	Rinker Materials	Inv# 19729586/199734509/19734510 - PO #3 Materials	\$	20,457.20
1/21/20	36	Nassau County BOCC	Tributary Phase 1-A Units 2 & 3, 161 Lots	\$	15,070.00
1/21/20	37	Standard Precast Inc.	Inv# 57745 - PO#3 Direct Purchase of Materials	\$	3,240.00
1/21/20	38	Vallencourt Construction, Co. Inc.	Inv# 6150/6151 - Units 1, 2, 4 & County Park - December 2019	\$	1,208,253.71
1/21/20	39	Dominion Engineering Group	Inv# 2020-3735/2020-3754/2020-3755	\$	31,513.76
1/21/20	40	Standard Precast Inc.	Inv# 57785/57786/57787/57854/57855	\$	42,255.00
1/21/20	41	Elm, Inc.	Inv# 18827 - Professional Architectural Services	\$	22,910.68
1/21/20	42	Standard Precast Inc.	Inv# 57896 & 57897 - PO#3 Direct Purchase of Materials	\$	14,031.00
2/19/20	43	Standard Precast Inc.	Inv# 57967 & 57985 - Direct Purchase of Materials	\$	16,435.00
2/19/20	44	Bio-Tech Consulting, inc.	Inv# 154620 & 154949 - WA#1 Environmental Coordination	\$	3,620.00
2/19/20	45	Standard Precast Inc.	Inv# 58096, 58095 & 58054 - Direct Purchase of Materials	\$	32,926.00
2/19/20	46	Core & Main LP	Inv# L799651, L799562, L221580, L668793, CM #L799727	\$	16,752.03
2/19/20	47	Vallencourt Construction, Co. Inc.	Inv# 6210/Application #6A & Inv# 6211/Application 6B	\$	608,427.53
2/19/20	48	Standard Precast Inc.	Inv# 58198 & 58279 - Direct Purchase of Materials	\$	13,690.00
2/19/20	49	Dominion Engineering Group	inv# 2020-3814, 2020-3817 & 2020-3787	\$	23,264.26
2/19/20	50	National Flood Insurance Program	FEMA CLOMR Review Fee	\$	6,750.00
	-	TOTAL		\$	2,093,783.17
Fiscal Year 2020					
10/1/19			Interest	\$	346.54
11/1/19			Interest	\$	9,568.17
12/1/19			Interest	\$	7,988.24
1/2/20			Interest	\$	7,897.84
2/3/20			Interest	\$	7,213.53
	-	TOTAL		\$	33,014.32
		Neishha	rhood Infrastructure Fund at 9/30/19	Ś	7,595,489.00
			nterest Earned thru 2/29/20	ś	33,014.32
			equisitions Paid thru 2/29/20	•	2,093,783.17
		Remaini	ng Neighborhood Infrastructure Fund	\$	5,534,720.15

TWELFTH ORDER OF BUSINESS

## **Three Rivers**

**Community Development District** 

FY20 Funding Request #6 March 10, 2020

	Payee	an and a second second second second		neral Fund FY2020
1	Governmental Management Services, LLC			
	Inv# 18 - Management Fees - March 2020		\$	4,381.32
2	Grau & Associates			
	inv# 19275 - FY19 Auditing Services - February 2020		\$	2,500.00
3	Hopping, Green & Sams			
	inv# 112563 - General Counsel - December 2019		\$	733.75
4	News-Leader			
	Inv# 565613 - Notice of Meeting - March 2020		\$	261.50
			\$	7,876.57
			<b>.</b>	7,670.57
	Т	otal:	\$	7,876.57
	Please make check payable to:			

Three Rivers Community Development District 1408 Hamlin Avenue Unit E St.Cloud, FL 34771

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### **Governmental Management Services, LLC**

1001 Bradford Way Kingston, TN 37763

# Invoice



A the second sec

Invoice #: 18 Invoice Date: 3/1/20 Due Date: 3/1/20 Case: P.O. Number:

Bill To: Three Rivers CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty Rate	Amount
Management Fees - March 2020 Information Technology - March 2020 Office Supplies Postage Copies Telephone #1 (HD) 310-513-34 Management Fees - Mar 20 310-513-351 Information Tech - Mar 20 310-513-351 Dissemination Fee - Mar 20 310-513-51 Office Supplies - Mar 20 310-513-42 Fostage - Har 20 310-513-42 Fostage - Har 20 310-513-41 Telephon - Mar 20	3,750.00 206.3 291.6 0.2 31.4 88,86 10.8	3,750.00           208.33           7         291.67           0         31.40           0         88.80
	 Total	\$4,381.32
	Payments/Credits	\$0.00
	Balance Due	\$4,381.32

## Grau and Associates

951 W. Yamato Road, Suite 280 Boca Raton, FL 33431www.graucpa.com



BV:  ${\rm e}_{\rm ext}$  and the form the state of the state

#### Fax: 561-994-5823

Three Rivers Community Development District 1408 Hamlin Avenue, Unit E St. Cloud, FL 34771

Invoice No. 19275 Date 03/03/2020

Phone: 561-994-9299

#### SERVICE

#### AMOUNT

Audit FYE 09/30/2019

\$\_\_\_\_\_2,500.00

Current Amount Due

\$\_\_\_\_\_2,500,00

0 - 30	31-60	61 - 90	91 - 120	Over 120	Balance		
2,500.00	0.00	0.00	0.00	0.00	2,500.00		
Payment due upon receipt							

Payment due upon receipt.

### Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300 P.O. Box 6526 Tallahassee, FL 32314 B50.222.7500

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January 31, 2020 Three Rivers CDD Bill Number 112563 Governmental Management Services, LLC Billed through 12/31/2019 TECEIVE 475 West Town Place, Suite 114 FEB 1 1 2020 H4(Ha) 1-310-513-315 Mtg lognda proc/new.legis. St. Augustine, FL 32092 BY: **General Counsel 3RCDD** 00001 WSH FOR PROFESSIONAL SERVICES RENDERED Confer with O'Reilly regarding status. 0.20 hrs 12/05/19 WSH 12/06/19 WSH Review correspondence from Feldman regarding easement with county. 0.20 hrs 12/11/19 LMG Confer with district engineer regarding work authorizations and agenda 0.60 hrs procedures; review meeting minutes and provide comments 12/12/19 WSH Review agenda. 0.20 hrs 12/16/19 WSH Prepare for board meeting; confer with O'Reilly regarding same. 0.40 hrs 12/17/19 WSH Prepare for and participate in board meeting. 0.40 hrs 12/20/19 LMG Update and transmit resolution adopting rules of procedure for agenda. 0.30 hrs 12/30/19 MCE Review proposed legislation; monitor committee activity and agendas; monitor 0.30 hrs Amendment 12 Implementation. Total fees for this matter \$718.50 DISBURSEMENTS **Document Reproduction** 15.25 Total disbursements for this matter \$15.25 MATTER SUMMARY

Gentry, Lauren M.	0.90 hrs	225 /hr	\$202.50
Eckert, Michael C.	0.30 hrs	320 /hr	\$96.00
Haber, Wesley S.	1.40 hrs	300 /hr	\$420.00
TOTAL FEES			\$718.50
TOTAL DISBURSEMENTS			\$15.25
TOTAL CHARGES FOR THIS MATTER			\$733.75

	II: Maria	Memo Bill Period	www.caiye.ediye.idi	<u> </u>	- Adr	in the section of the	il Name	
NEWS-LEADER		03/2020			THREE	RIVEF	S CD	D
P.O. Box 16766	231	Total Amount Due		Unapplied Ar	nount 3	Terms o	Payment	
Fernandina Beach FL 32035			1.50					
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	TOWN PLAC	E, STE 114						
SAINT AUGU	JSTINE FL	32092					C	omments:
						Ad #	:	565613

#### Please Return Upper Portion With Payment

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## Statement of Account - Aging of Past Due Amounts

21 Climent Net Amount Ouc	22  30 Days	60 Days	Over 90 Days	Unapplied Amount [23] Total Amount Due
	0.00			
0.00	0.00	0.00	0.00	261.50

### **NEWS-LEADER**

(904) 261-3696			* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE
24 Jorolde and og	23) 11 Billing Period		tiser Information
565613	03/2020	72250	72250 THREE RIVERS CDD