

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

June 17, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Three Rivers Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

June 10, 2021

Board of Supervisors
Three Rivers Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Regular Meeting on June 17, 2021 at 3:00 p.m., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Ratification of Agreement(s)/Contract(s)/Proposal(s)/Change Order(s)/Purchase Order(s)/Requisition(s) *(support documentation available upon request)*
 - I. Auld & White Constructors, LLC, Guaranteed Maximum Price Amendment – Tributary Amenity Center
 - II. The Tree Amigos Outdoor Services, Inc., Landscape and Irrigation Maintenance Services Agreement
 - B. Consideration of Requisitions *(support documentation available upon request)*
 - I. Requisition Number 36: Crown Pools, Inc. [\$15,350.00]
 - II. Requisition Number 37: ELM, Inc. [\$8,261.32]
 - III. Requisition Number 38: Ferguson Waterworks [\$68,364.40]
 - IV. Requisition Number 39: Godard Design Associates, Inc. [\$23,800.00]
 - V. Requisition Number 40: ELM, Inc. [\$22,388.22]
 - VI. Requisition Number 41: Auld & White Constructors, LLC [\$103,352.78]
 - VII. Requisition Number 42: Bio-Tech Consulting, Inc. [\$1,012.50]
 - VIII. Requisition Number 43: Dominion Engineering Group, Inc. [\$17,530.00]
 - IX. Requisition Number 44: Hopping Green & Sams [\$2,019.36]

X. Requisition Number 45: Nassau County Board of County Commissioners
[\$15,070.00]

- 4. Update: Series 2021 Timeline
- 5. Consideration of Proposal for Preparation of Supplemental Engineer's Report
- 6. Acceptance of Unaudited Financial Statements as of April 30, 2021
- 7. Approval of May 20, 2021 Regular Meeting Minutes
- 8. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - B. District Engineer: *Dominion Engineering Group, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: July 15, 2021 at 3:00 PM

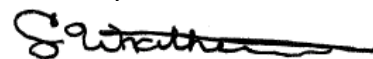
○ QUORUM CHECK

GRADY MIARS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
LIAM O'REILLY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
BLAKE WEATHERLY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
ROSE BOCK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
MIKE TAYLOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 9. Board Members' Comments/Requests
- 10. Public Comments
- 11. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

CONFERENCE ID: 2144145

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AI



AIA[®]

Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

Three Rivers Community Development District Amenity Center

THE OWNER:

(Name, legal status and address)

Three Rivers Community Development District
c/o Governmental Management Services, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Auld & White Constructors, LLC
4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million, Two Hundred Ten Thousand Dollars (\$ 7,210,000), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide below or reference an attachment.)

See Exhibits 1 through 5 attached.

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Not applicable.

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

Item	Price (\$0.00)
Additional Pool Deck Drainage	\$ 5,000
Civil Permit Comments	\$ 10,000
Bus Stop	\$ 9,700
Entry Pavilion Structure	\$100,000
Brackets at Lakehouse Exposed Interior Wood Beams	\$ 10,000
Floor Moisture Mitigation	\$ 21,000
Wallcovering at Lakehouse (Labor & Material)	\$ 6,500
Amenity Signage	\$ 5,000
Dog Park Signage	\$ 1,500
Dog Park Benches	\$ 10,000
Pool Structure & Equipment	\$835,000
Building Furniture, Pool Furniture, Artwork, Draperies, Décor	\$275,000
Hose Bib Water Service at Dog Park	\$ 5,000
Pool Equipment Electrical	\$ 10,000
Parking Lot Lighting Conduit Installation	\$ 9,000
Electrical for Future Motorized Shades at Covered Seating	\$ 5,000
Low Voltage Systems (voice/data, card access, security, speakers, audio/visual, etc.)	\$100,000

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:
See Exhibits 1 through 5 attached.

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not applicable.			

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Exhibit 2, Project Manual dated March 3, 2021.
(Table deleted)

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)
Exhibit 1, Drawing List dated April 27, 2021.
(Table deleted)

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

- Exhibit 3, Contract Clarifications dated April 27, 2021.
- Exhibit 4, Contract Schedule of Values dated April 27, 2021.
- Exhibit 5, Certificate of Insurance dated May 4, 2021.

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

A 334-calendar day duration has been contemplated within this GMP Amendment based on commencing within fifteen (15) days of receipt of a Notice to Proceed, receipt of all governmental permits, and a fully executed Contract Agreement and Amendment.

ARTICLE A.3


§ **A.3.1** The parties agree as follows with respect to the previously signed Document A133 Exhibit A *Guaranteed Maximum Price Amendments*:

Owner and Construction Manager have previously entered into the following agreements that were identified as Exhibit A to that certain Standard Form of Agreement Between Owner and Construction Manager as Constructor dated May 13, 2020: 1) Guaranteed Maximum Price Amendment for the Tributary Entry Feature & Model Village Hardscapes ("Exhibit A-1"); and 2) Guaranteed Maximum Price Amendment for the Tributary Landscaping & Boardwalk ("Exhibit A-2" and together with Exhibit A-1 the "Prior Exhibits"). For purposes of clarification, Owner and Construction Manager desire to refer to this document as "Exhibit A-3" and hereby acknowledge that the Prior Exhibits and Exhibit A-3 are intended to be cumulative in the total amount of \$8,832,100 (subject to change orders) and that the work described in Exhibit A-3 is not intended to replace or supersede the work described in the Prior Exhibits. Specifically, subject to any change orders, the intent is that the Construction Manager shall perform all of the work described in the Prior Exhibits and Exhibit A-3.

AULD & WHITE CONSTRUCTORS, LLC
By: Auld & White Management, Inc. - Manager



OWNER *(Signature)*



CONSTRUCTION MANAGER *(Signature)*

5/12/21

(Printed name and title)

Nathaniel T. Marty, CEO & President

(Printed name and title)



AULD & WHITE
CONSTRUCTORS • LLC

**Exhibit 1 – Drawing List
Tributary Amenity Center
April 27, 2021**

Sheet	Description	Date
CIVIL		
T-1	Cover Sheet	02/04/21
C1A	Geometry Plan (Addendum No. 03 No Date Change)	03/17/21
C1B	Boardwalk Geometry/Grading Plan (Addendum No. 03 No Date Change)	03/17/21
C2	Paving & Drainage Plan (Addendum No. 03 No Date Change)	03/17/21
C3	Paving & Drainage Plan	02/02/21
C4	Utility Plan	02/02/21
C5	Plan & Profile	02/02/21
C6	Erosion Control Plan	02/02/21
C7	Paving & Drainage Details (Addendum No. 03 No Date Change)	03/17/21
C7A	Paving & Drainage Details (Addendum No. 03 No Date Change)	03/17/21
C7B	Paving & Drainage Details	02/02/21
C8	General Notes & Details (Addendum No. 03 No Date Change)	03/17/21
C9	SWPPP-Contractors Requirements	02/02/21
C10	Erosion & Sediment Control Details	02/02/21
C11	SWPPP-Contractors Certifications	02/02/21
C12	JEA Standard Sanitary Sewer Details	01/2014
C13	JEA Standard Sanitary Sewer Details	01/2014
C14	JEA Standard Sanitary Sewer Details	01/2014
C15	JEA Standard Sanitary Sewer Details	01/2014
C16	JEA Standard Sanitary Sewer Details	01/2014
C17	JEA Standard Water & Reclaim Details	01/2014
C18	JEA Standard Water & Reclaim Details	01/2014
C19	JEA Standard Water & Reclaim Details	01/2014
C20	JEA Standard Water & Reclaim Details	01/2014
C21	JEA Standard Water & Reclaim Details	01/2014
C22	JEA Standard Water & Reclaim Details	01/2014
LANDSCAPE		
Cover	Cover Sheet	03/05/21
L500	Landscape General Notes and Schedule	03/05/21
L501	Amenity Center Hardscape Plan	03/05/21
L502	Amenity Center Hardscape Plan	03/05/21
L503	Amenity Center Hardscape Plan	03/05/21
L600	Amenity Center Landscape Details	03/05/21
L601	Amenity Center Landscape Specifications	03/05/21
L602	Amenity Center Landscape Specifications	03/05/21
L603	Amenity Center Landscape Specifications	03/05/21
L701	Amenity Center Irrigation Plan	03/09/21
L702	Amenity Center Irrigation Plan	03/09/21
L703	Amenity Center Irrigation Plan	03/09/21
L800	Irrigation General Notes & Schedule	03/09/21
L801	Irrigation Details	03/09/21

**Exhibit 1 – Drawing List
Tributary Amenity Center
April 27, 2021**



Sheet	Description	Date
FITNESS & BATH HOUSE – HARDSCAPE		
L100	Site Hardscape General Notes & Schedule	02/09/21
L101	Amenity Center Hardscape Site Plan	02/09/21
L102	Amenity Center Hardscape Site Plan	03/16/21
L103	Amenity Center Hardscape Site Plan	02/09/21
L104	Amenity Center Hardscape Site Plan	02/09/21
L201	Amenity Center Hardscape Layout Plan	02/09/21
L202	Amenity Center Hardscape Layout Plan	02/09/21
L203	Amenity Center Hardscape Layout Plan	02/09/21
L204	Amenity Center Hardscape Layout Plan	02/09/21
L301	Amenity Center Hardscape Grading Plan	02/09/21
L302	Amenity Center Hardscape Grading Plan	02/09/21
L303	Amenity Center Hardscape Grading Plan	02/09/21
L304	Amenity Center Hardscape Grading Plan	02/09/21
L400	Hardscape Details	03/16/21
L401	Hardscape Details	03/16/21
L402	Entry Hardscape Details	02/09/21
L403	Hardscape Details	03/03/21
L404	Hardscape Details	03/03/21
FITNESS & BATH HOUSE – ARCHITECTURAL		
G000	Cover Sheet	03/03/21
G001	Code Information, Abbreviations & Symbols	03/03/21
G002	Code Information	02/09/21
G003	Partition Types	02/09/21
G101	Life Safety Plan	03/17/21
A101	Floor Plan	03/17/21
A102	Roof Plan	03/03/21
A111	Reflected Ceiling Plan	03/17/21
A201	Exterior Elevations	03/17/21
A301	Building Sections	03/17/21
A302	Building Sections	03/17/21
A303	Building Sections	03/17/21
A311	Wall Sections	03/03/21
A312	Wall Sections	03/17/21
A313	Wall Sections	02/09/21
A314	Wall Sections	03/17/21
A401	Partial Enlarged Floor Plan & Schedule	02/09/21
A501	Construction Details	02/09/21
A502	Construction Details	03/17/21
A503	Construction Details	03/03/21
A601	Door & Window Elevations Door Schedule	03/17/21
FITNESS & BATH HOUSE – STRUCTURAL		
S0.1	General Notes & Design Criteria	02/09/21
S1.1	Foundation Plan	02/09/21

**Exhibit 1 – Drawing List
Tributary Amenity Center
April 27, 2021**



Sheet	Description	Date
FITNESS & BATH HOUSE – STRUCTURAL (cont'd)		
S1.2	Roof Framing Plan	03/19/21
S2.1	Sections & Details	02/09/21
S2.2	Sections & Details	02/09/21
S2.3	Sections & Details	02/09/21
S2.4	Sections & Details	02/09/21
FITNESS & BATH HOUSE – INTERIOR DESIGN		
0.0	Title Sheet	03/03/21
1.1	Furniture Plan	02/09/21
2.1	Target Plan	02/09/21
3.1	Reflected Ceiling Plan	03/03/21
4.1	Flooring Plan	02/09/21
5.1	Interior Elevations – Fitness Center	03/03/21
5.2	Interior Elevations – Fitness Center	03/03/21
5.3	Interior Elevations – Social Director's Office	02/09/21
5.4	Interior Elevations – Men's/Women's Toilet Room	02/09/21
5.5	Interior Elevations – Men's/Women's Handicap Toilet Room	02/09/21
7.1	Lighting Plan	03/03/21
8.1	Power Plan	02/09/21
9.1	Finish & Finish Image Key	02/09/21
FITNESS & BATH HOUSE – MECHANICAL		
M101	Mechanical Floor Plan	03/19/21
M201	Mechanical Details & Schedules	02/09/21
M301	Mechanical Specifications	02/09/21
FITNESS & BATH HOUSE – PLUMBING		
P100	Plumbing Site Plan	03/12/21
P101	Plumbing Floor Plan	03/03/21
P201	Plumbing Details & Schedules	03/19/21
P301	Plumbing Specifications	02/09/21
FITNESS & BATH HOUSE – ELECTRICAL		
E1.1	Electrical Legend, Notes & Schedules	03/03/21
E2.1	Electrical Site Plan	03/03/21
E2.2	Enlarged Electrical Site Plan	03/03/21
E3.1	Electrical Lighting Plan	03/03/21
E3.2	Electrical Power/Systems Plan	03/19/21
E4.1	Electrical Risers & Details	03/03/21
E5.1	Electrical Specifications	02/09/21

**Exhibit 1 – Drawing List
Tributary Amenity Center
April 27, 2021**



Sheet	Description	Date
LAKE HOUSE – ARCHITECTURAL		
G000	Cover Sheet	02/09/21
G001	Code Information, Abbreviations & Symbols	03/03/21
G002	Code Information	02/09/21
G003	Partition Types	02/09/21
G101	Life Safety Plan	03/17/21
A101	Floor Plan & Coordination Plans	03/17/21
A102	Roof Plan	03/17/21
A111	Reflected Ceiling Plan & Coordination Plan	03/17/21
A201	Exterior Elevations	03/17/21
A301	Building Sections	03/12/21
A302	Building Sections	02/09/21
A303	Building Sections	03/17/21
A311	Wall Sections	03/12/21
A312	Wall Sections	03/17/21
A313	Wall Sections	03/03/21
A314	Wall Sections	03/12/21
A315	Wall Sections	03/17/21
A316	Wall Sections	03/17/21
A401	Partial Enlarged Floor Plan & Schedules	03/17/21
A501	Construction Details	03/03/21
A502	Construction Details	03/12/21
A503	Construction Details	03/03/21
A504	Construction Details	02/09/21
A601	Door & Window Elevations & Door Schedule	03/17/21
LAKE HOUSE – STRUCTURAL		
S0.1	General Notes & Design Criteria	02/09/21
S0.2	Wind Pressure Diagram 3D Isometric	02/09/21
S1.1	Foundation Plan	03/03/21
S1.2	Roof Framing Plan	03/03/21
S2.1	Sections & Details	02/09/21
S2.2	Sections & Details	02/09/21
S2.3	Sections & Details	02/09/21
S2.4	Sections & Details	02/09/21
LAKE HOUSE – INTERIOR DESIGN		
0.0	Title Sheet	03/19/21
1.1	Furniture Plan	02/09/21
2.1	Target Plan	02/09/21
3.1	Reflected Ceiling Plan	03/19/21
4.1	Flooring Plan	02/09/21
5.1	Interior Elevations – Entry/Library/Sales Office	03/12/21
5.2	Interior Elevations – Library/Sales Office	02/09/21
5.3	Interior Elevations – Social Room/Cafe	02/09/21

**Exhibit 1 – Drawing List
Tributary Amenity Center
April 27, 2021**



Sheet	Description	Date
LAKE HOUSE – INTERIOR DESIGN (cont'd)		
5.4	Interior Elevations – Social Room/Café	02/09/21
5.5	Interior Elevations – Men's Toilet Room/Women's Toilet Room/Hall	03/12/21
5.6	Interior Elevations – Covered Seating	03/15/21
5.7	Interior Elevations – Covered Seating	02/09/21
7.1	Lighting Plan	03/12/21
8.1	Power Plan	02/09/21
9.1	Finish Key	03/19/21
9.2	Finish Key	03/19/21
9.3	Finish Image Key	02/09/21
LAKE HOUSE – MECHANICAL		
M101	Mechanical Floor Plan	03/19/21
M201	Mechanical Details & Schedules	02/09/21
M301	Mechanical Specifications	02/09/21
LAKE HOUSE – PLUMBING		
P101	Plumbing Floor Plan	03/19/21
P201	Plumbing Details & Schedules	03/19/21
P301	Plumbing Specifications	02/09/21
LAKE HOUSE – ELECTRICAL		
E1.1	Electrical Legend, Notes & Schedules	03/19/21
E2.1	Electrical Site Plan	03/12/21
E3.1	Electrical Lighting Plan	03/03/21
E3.2	Electrical Power/Systems Plan	03/03/21
E4.1	Electrical Risers & Details	03/12/21
E5.1	Electrical Specifications	02/09/21



Spec Section
Prepared By

DIVISION 01 – GENERAL REQUIREMENTS

ELM	010000 Supplementary Conditions
ELM	011000 Summary
ELM	012500 Substitution Procedures
ELM	012600 Contract Modification Procedures
ELM	012900 Payment Procedures
ELM	013100 Project Management and Coordination
ELM	013200 Construction Progress Documentation
ELM	013233 Photographic Documentation
ELM	013300 Submittal Procedures
ELM	014000 Quality Requirements
ELM	014200 References
ELM	015000 Temporary Facilities and Controls
ELM	016000 Product Requirements
ELM	017300 Execution
ELM	017700 Closeout Procedures
ELM	017823 Operation and Maintenance Data
ELM	017839 Project Record Documents

DIVISION 03 – CONCRETE

LOWE	033000 Cast in Place Concrete
ELM	033543 Polished Concrete Finishing

DIVISION 04 – MASONRY

LOWE	042000 Unit Masonry
ELM	047200 Cast Stone Masonry

DIVISION 05 – METALS

LOWE	055000 Metal Fabrications
ELM	055213 Pipe and Tube Railings
ELM	057300 Decorative Metal Railings

Exhibit 2 – Project Manual
Tributary Amenity Center
March 3, 2021



DIVISION 06 – WOODS, PLASTICS AND COMPOSITES

LOWE 061053 Miscellaneous Rough Carpentry
LOWE 061600 Sheathing
LOWE 061753 Shop-Fabricated Wood Trusses
ELM 064013 Exterior Architectural Woodwork
ELM 064023 Interior Architectural Woodwork

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

ELM 072100 Thermal Insulation
ELM 072129 Foamed In Place Insulation
ELM 072726 Fluid Applied Membrane Air Barriers
ELM 073113 Asphalt Shingles
ELM 074113 Standing Seam Metal Roof
ELM 074600 Siding
ELM 076200 Sheet Metal Flashing and Trim
ELM 077100 Roof Specialties
ELM 079200 Joint Sealants

DIVISION 08 – OPENINGS

ELM 081433 Stile and Rail Wood Doors
ELM 082140 Aluminum Clad Wood Commercial Out-Swing French Hinged Doors
ELM 083200 Fiberglass Doors and Frames
ELM 084113 Aluminum Framed Entrances and Storefronts
ELM 085720 Fiberglass Windows
ELM 087100 Door Hardware
ELM 088000 Glazing
ELM 089119 Fixed Louvers

DIVISION 09 – FINISHES

ELM 092400 Cement Plastering Tabby Stucco
ELM 092900 Gypsum Board
ELM 093013 Ceramic Tiling
ELM 096400 Wood Flooring
ELM 096519 Resilient Tile Flooring
ELM 096566 Resilient Athletic Flooring
ELM 099113 Exterior Painting
ELM 099123 Interior Painting

DIVISION 10 – SPECIALTIES

ELM 102113 Plastic Toilet Partitions
ELM 102800 Toilet and Bath Accessories
ELM 104400 Fire Protection Specialties

Exhibit 2 – Project Manual
Tributary Amenity Center
March 3, 2021



DIVISION 21 – FIRE PROTECTION

See Drawings.

DIVISION 22 – PLUMBING

See Drawings

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

See Drawings

DIVISION 26 – ELECTRICAL

See Drawings

DIVISION 31 – EARTHWORK

ELM	310000 Building Earthwork
ELM	313116 Termite Control
ELM	321400 Unit Pavers

Legend:

ELM – Ervin Lovett & Miller, Inc.

LOWE – Lowe Structures, Inc.

**Exhibit 3 – Contract Clarifications
Tributary Amenity Center
April 27, 2021**



Included Items

1. Payment and Performance Bond.
2. Nassau County Building Permit Fees.
3. Seven percent (7%) sales tax.
4. Builder's Risk Insurance. Owner is responsible for wind and flood damage deductible which is one percent (1%) of contract value or \$25,000, whichever is greater.
5. Dewatering, if any, to be accomplished by sump pumping and/or over-excavation of the footing and backfilling, with gravel. \$5,000 has been included for well pointing the foundations at the North end of the Lakehouse.
6. 8" timber piles at Lakehouse deck to have 15' embedment per RFI response.
7. Composite deck at Lakehouse to be "Weardeck" material. Handrail at deck to be "Weardeck" posts/top rail with stainless steel cables in lieu of metal posts with a Teak wood top rail.
8. Rainbird irrigation system with modified irrigation heads/locations per Tree Amigos.
9. Removeable bollards at transformer pad.
10. 6' tall tan vinyl fence with matching gates at Dumpster enclosure in lieu of concrete, masonry and Tabbystone.
11. 6' tall tan vinyl fence at Pool Equipment enclosure in lieu of custom wood panel fence as indicated on Sht. L403.
12. Fencing and associated concrete pad at the Dog Park to include PT wood fencing (approx. 107LF) and unpainted trellis, black vinyl chain link-8 gage (approx. 1,008LF), four (4) wood 4'x4' gates, two (2) vinyl fence 4'x12' gates.
13. Countertop at Covered Seating Island included as SS-5 Solaris Outdoor Quartz in lieu of SS-4 Eco-Terrazzo Slabs.
14. Roof shingles to be GAF HDZ architectural singles in lieu of Slateline due to availability.
15. Galvalume finish metal roof panels in lieu of Kynar finish.
16. Pella windows/doors with internal grills in lieu of applied grills.
17. Interior metal/glass system at Sales Office [102] by Vintage Ironworks in lieu of Hope Metals.
18. Carpet (material based on \$15/SY) at Fitness [200] in lieu of rubber flooring.
19. Wood flooring at Lakehouse included at \$6/SF for material in lieu of specified wood flooring.
20. Three (3) wire shelves at Storage [113].

**Exhibit 3 – Contract Clarifications
Tributary Amenity Center
April 27, 2021**



Included Items (cont'd)

21. Artificial turf with at three locations within playground (approx. 1,000SF) with geocell grid (flowable fill concrete not included).
22. Aluminum electrical feeders for secondary service from transformer.

Excluded Items

1. Removal, replacement or handling of any unsuitable or hazardous materials.
2. Impact fees, pollution charges, concurrency fees, tree mitigation, meter or utility company fees, if any.
3. Cost of utility/electrical power once permanent meter is set.
4. OSHA fines associated with any Owner's vendor/subcontractor's safety violations.
5. All scopes at development "Entry".
6. Landscaping, sunshades, water fountains and electrical at "Dog Park."
7. Additional landscaping enhancements at pool equipment fencing and dumpster enclosure.
8. Boardwalk and associated path to Model Homes as indicated on Sht. L104.
9. "Surcharging," monitoring and waiting period for import materials per geotechnical report.
10. Trench drain for Pickleball courts.
11. Concrete pavers within roadway at "drop off zone" in front of the Entry Pavilion. To be asphalt.
12. Concrete paver bands at Lakehouse Covered Seating. To be polished concrete throughout with a paver band at the exterior edge along the composite deck and West side of the building only.
13. Import of topsoil for landscaped areas. Existing soils onsite are assumed to be acceptable.
14. Concrete edge banding at playground mulch.
15. Additional sidewalks within parking area not indicated on the civil drawings.
16. Windscreen at pickleball courts.
17. Thermal Barrier at spray foam insulation.
18. Impact rated storefront / windows.

**Exhibit 3 – Contract Clarifications
Tributary Amenity Center
April 27, 2021**



Excluded Items (cont'd)

19. Window film.
20. Mailboxes.
21. SC-1 metal ceiling sculptures at Lakehouse ceiling (assumed to be a part of furniture allowance).
22. Fitness equipment and associated rubber mats.
23. Sunshades at pool deck.
24. Future kitchen equipment.
25. Site light poles, bases and circuitry at parking lot. Installation of FPL conduit included only – see allowance.
26. Lightning Protection System.
27. All Voice Data low voltage wiring, devices and equipment – see allowance.
28. Security and Camera Systems – see allowance.
29. Card Readers and Access Control Systems – see allowance.
30. Formal commissioning of plumbing, fire protection, mechanical and electrical systems including functional performance testing if required by Authority Having Jurisdiction (AHJ).

**Exhibit 4 – Contract Schedule of Values
Tributary Amenity Center
April 27, 2021**



ITEM	ITEM DESCRIPTION	COST
1	FIXED GENERAL CONDITIONS	358,500
2	GENERAL REQUIREMENTS	239,500
3	INSURANCES	133,500
4	CONTRACT BONDS	47,400
5	PERMIT FEES	27,000
6	SITE WORK	602,400
7	FENCING & GATES	52,100
8	BOARDWALK	83,500
9	PAVERS	114,300
10	LANDSCAPE & IRRIGATION	254,200
11	CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL	270,300
12	CIVIL PERMIT COMMENTS - ALLOWANCE	10,000
13	ADDITIONAL YARD DRAINS - ALLOWANCE	5,000
14	BUS STOP - ALLOWANCE	9,700
15	MASONRY	122,500
16	STRUCTURAL STEEL & MISC. METAL	51,100
17	ROUGH & FINISH CARPENTRY	860,200
18	MILLWORK	228,000
19	INT. WOOD BEAM BRACKETS - ALLOWANCE	10,000
20	ROOFING	143,500
21	SEALANTS / CAULKING / WATERPROOFING	41,700
22	DOORS & HARDWARE	84,300
23	STOREFRONT & WINDOWS	237,600
24	DRYWALL & ACOUSTICAL CEILINGS	57,300
25	STUCCO SYSTEM	40,600
26	FLOORING	96,600
27	FLOOR MOISTURE MITIGATION - ALLOWANCE	21,000
28	PAINTING	83,500
29	WALLCOVERING - ALLOWANCE	6,500
30	BUILDING SPECIALTIES	106,300
31	AMENITY SIGNAGE - ALLOWANCE	5,000
32	EQUIPMENT	20,800
33	WINDOW TREATMENTS	8,400
34	POOL - ALLOWANCE	835,000
35	PLAYGROUND	128,900
36	SPORTS COURTS & EQUIPMENT	66,100
38	ENTRY PAVILION - ALLOWANCE	100,000
39	BLDG & POOL FURNITURE - ALLOWANCE	275,000
40	PLUMBING	116,200
41	HVAC / MECHANICAL	143,800
42	ELECTRICAL	443,800
43	PARKING LOT LIGHT CONDUIT - ALLOWANCE	9,000
44	ELEC. FOR FUTURE SCREENS - ALLOWANCE	5,000
45	ELECTRICAL FOR POOL - ALLOWANCE	10,000
46	LOW VOLTAGE SYSTEMS - ALLOWANCE	100,000
47	DOG PARK - SITE	3,000
48	DOG PARK - CONCRETE	8,800
49	DOG PARK - FENCING	45,600
50	DOG PARK - BENCHES - ALLOWANCE	10,000
51	DOG PARK - SIGNAGE - ALLOWANCE	1,500
52	DOG PARK - PLUMBING - ALLOWANCE	5,000
53	PROJECT CONTINGENCY	178,000
54	CONSTRUCTION MANAGER'S FEE	293,000
TOTAL CONSTRUCTION COST		7,210,000

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3A11

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

THIS AGREEMENT (“Agreement”) is made and entered into this first day of June, 2021, by and between:

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

The Tree Amigos Outdoor Services, Inc., a Florida corporation, with a mailing address of 5000-18 Highway 17 #235, Fleming Island, Florida 32003 (“Contractor”, together with District, “Parties”).

RECITALS

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

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

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

WHEREAS, Contractor represents that it is qualified to provide landscape and irrigation maintenance services and has agreed to provide to the District those services identified in **Composite Exhibit A**, which includes a detailed scope of services with prices and a maintenance map, and is attached hereto and incorporated by reference herein (“Services”); and

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

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

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

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

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

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

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

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

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

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative

shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

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

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

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

SECTION 5. COMPENSATION; TERM.

A. Services under this Agreement shall begin May 1, 2021 and end April 30, 2022 ("Initial Term") unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed for two additional annual terms, in the District's sole discretion. As compensation for the Services, the District agrees to pay Contractor One hundred thirty thousand and two hundred sixty dollars and 40/100 (\$130,260.40) per year, in monthly amounts of Ten thousand eight hundred fifty five dollars and 03/100 (\$10,855.03) for the Initial Term; One hundred thirty three thousand six hundred eighty seven dollars and 16/100 (\$133,687.16) per year, in monthly amounts of Eleven thousand one hundred forty dollars and 60/100 (\$11,140.60) for the first annual renewal and One hundred thirty seven thousand two hundred sixteen dollars and 72/100 (\$137,216.72) per year, in monthly amounts of Eleven thousand and four hundred thirty four dollars and 73/100 (\$11,434.73) for the second annual renewal. The amounts for the annual renewals are subject to the District opting to exercise its option to renew. The amount for each term shall hereinafter be referred to as the "Contract Amount." Additionally, for any services not included in the Contract Amount, such as Pine Straw Mulch and Annual Color Flowers, and only after applying the provisions of Sections 5.b. and 5.d. below, the District agrees to pay Contractor pursuant to Section 5.d. below for such actual services rendered using the pricing specified in **Composite Exhibit A**. All additional work or services, and related compensation, shall be governed by Section 5.b. of this Agreement.

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

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

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

SECTION 4. INSURANCE.

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

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

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

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

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

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

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing

compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 5. INDEMNIFICATION.

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

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an

alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

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

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

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

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

SECTION 11. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this

Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

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

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

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

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

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

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

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

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

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

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor: The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17 #235
Fleming Island, Florida 32003
Attn: Jim Proctor

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

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

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

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

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

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

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

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as

an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

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

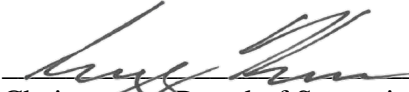
In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

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

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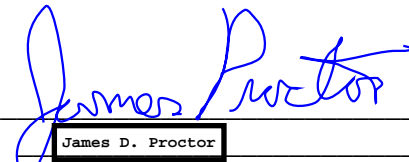
IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

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



By: James D. Proctor
Its: Owner

Composite Exhibit A

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

- I. **SCOPE OF WORK.** The Landscape and Irrigation Maintenance Contractor (the “**Contractor**”) shall furnish all horticultural supervision, labor, materials, equipment, and transportation required to maintain the landscape and irrigation system within Three Rivers CDD (the “**District**”) throughout the contract period, as specified per the contractual agreement.
- a. District Owned Areas to be Serviced: Including but not limited to and as depicted on Site plan exhibit.
- 1) Entrance
 - 2) Pocket Parks
 - 3) Lift Station Areas
 - 4) Right of Ways
 - 5) Pond Banks (except those banks directly behind closed homes)
 - 6) Trail systems
 - 7) Dog Park
 - 8) Roundabout
 - 9) Model Village
 - 10) All common areas owned by the District
- b. Schedule of Services:
The Contractor will be on site as necessary to complete the scope of work. The Contractor will endeavor to schedule all work to be completed each week by 5:00 PM Friday, however the Contractor may be required to work on weekends to complete tasks delayed or caused by Acts of God or in emergency situations. The Contractor shall be on site as required year-round. A knowledgeable (and licensed when applicable) supervisor from the Contractor’s firm is required to be present during every maintenance visit.
- c. Quality Control Inspections:
A qualified representative from the Contractor’s firm shall accompany the District’s Facility Manager or other designated representative (“**Facility Manager**”) on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the Facility Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Facility Manager of a reasonable explanation as to why such issue cannot be completed in such time period.
- d. Attendance at meetings:
Upon request by the district, the contractor shall attend regularly scheduled district meetings.

e. Reporting:

i. The Contractor will be required to provide Facility Manager with the following information:

- Daily, weekly, monthly schedule of landscape & irrigation services
- Map of serviced areas to be mowed, edged, weeded, sprayed, and blown each day of the week.
- Map with each lot that will be mowed, edged, trimmed, and blown each day of the week.
- Map of each lot that will be pruned, weeded, and detailed each week of the month.
- Monthly Irrigation Inspection Reports.
- Monthly Landscape Service Reports which shall include:
 - Mowing/Edging/Trimming Service Report
 - Pruning Service Report
 - Pond Bank Mowing Service Report (if applicable)
 - Fertilization Report
 - Plants/shrubs
 - Sod
 - Trees
 - Pest Control Report
 - Muhly / Cord Grass Maintenance Report (if applicable)
 - Tree Maintenance (Limb ups) (if applicable)
- Annual Flower Types and Design and 3x yearly schedule (if applicable)
- Completed Unit Price Proposal for cost comparison.
- Copy of all business licenses.
- List of individuals and the contact info for all individuals who will be responsible for the landscape and irrigation of the community.
- Copy of insurance.
- W9

ii. Facility Manager will provide contractor with the following information:

- Monthly Irrigation Inspection Report Template
- Community Map

II. LAWN CARE:

a. Mowing and Edging:

District owned property shall be mowed 1-2 times every seven (7) days during the active growing season (April 1 – November 30) and once every (15) days during the dormant seasons (December 1 to March 31) unless specifically noted below. Mowing that occurs during the active growing season must be done on the same day(s) of each week. If Contractor is unable to complete the mowing on the designated day of the week, the Contractor must notify Facility Manager of said complication and provide the day in which the mowing will be made up. During extended rainy or dry periods mowing will take place as conditions dictate. Mowing height will be based on what is horticulturally correct for the turf variety, taking into account the season. Zoysia 2-3", Saint Augustine Floritam 4", and Bahia 3-5". Clippings shall not be caught and removed from lawn area unless they are lying in swaths, which may damage the lawn. Miscellaneous debris will need to be removed prior to mowing.

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

District Easements and Right-of-Ways. Shall be mowed once every seven 7 days during the active growing season (April 1 - November 30) and once every (15) days during the dormant seasons (December 1 to March 31) (35)

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

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

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

b. Sod:

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

c. Edging:

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

d. Fertilization:

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

e. Weed, Disease, and Insect Control:

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

III. GROUND COVER AREA / SHRUB AREAS:

Shrubs and groundcover shall be maintained at a height that will not disrupt clear line of site at all vehicular intersections. Foundation shrubs planted at the base of any building or signage/hardscape element in the landscape shall be maintained to a height not less than 6" below any signage or directional graphic or lettering associated with building identification systems. Foundation shrubs planted at the base of any building or signage/hardscape element should be trimmed to compliment any architectural banding and/or detailing so as not to block any such detail from view.

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

a. Weed Control:

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

emergent: This type of control should be used only if a known weed problem warrants its use.

Post-emerge: Control broadleaf weeds with selective herbicides. The chosen chemical will be recommended and legally approved for the specific weed problem.

b. Fertilization:

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

c. Fungicide:

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

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

IV. ROSE BUSHES:

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

V. ORNAMENTAL GRASSES

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

VI. TREE CARE:

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

a. Pruning:

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

b. Staking:

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

c. Tree Fertilization:

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

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

d. Palm Pruning:

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

VII. MULCH / PINE STRAW:

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

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

VIII. ANNUAL COLOR

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

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

IX. DEBRIS CLEANUP

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

X. IRRIGATION SYSTEM

The Contractor shall visually inspect the entire irrigation system once a month for a total of 12 inspections annually to ensure optimal performance. Including, but not limited to: lift station and pump maintenance. Contractor shall notify the Facility Manager in writing of all irrigation system failures immediately and no longer than one day of observing such failure. Contractor shall be responsible for all damage to the District's landscape improvements caused by an irrigation system failure if Contractor does not timely notify the Facility Manager of such failure. Contractor shall not be responsible for such damage if it timely notifies the Facility Manager, and the District does not repair the irrigation system damage. The Contractor will be responsible for controlling all irrigation water use in compliance with all regulatory agency guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.

a. Sprinkler Heads.

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

b. Valves & Valve Boxes.

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

c. Watering Schedule.

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

d. Emergency Contact.

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

e. Irrigation Repairs.

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

Three Rivers CDD – UNIT PRICE PROPOSAL

#	Item	Performance	Price/#	Additional Note?
CONTRACT MAINTENANCE				
1	Monthly Common Area Maintenance	Per K	\$ 9518.78	
2	Total Yearly Common Area Maintenance	Per K	\$114,225.40	
LABOR				
3	# of Crew Members During Growing Season	Per K	# 5	
4	# of Crew Members During non-growing season	Per K	# 4	
5	Total # of Turf Cuts per year	Per K	# 42	
6	# Irrigation Tech Labor Rate	As Needed/Requested	\$65.00	Per Hour
SOD / SEED				
7	St. Augustine – Sq. Ft.	As Needed/Requested.	\$0.48	Material only
8	Bahia – Sq. Ft.	As Needed/Requested	\$0.28	Material only
9	Zoysia– Sq. Ft.	As Needed/Requested	\$0.56	Material only
10	Winter Rye – Sq. Ft.	As Needed/Requested	\$0.15	Material only
11	Dead Sod Removal – Hr. Rate	As Needed/Requested	\$40 + Equip	Labor only
12	Sod Install – Hr. Rate	As Needed/Requested	\$40 + Equip	Labor Only
13	Soil Test – Total Cost	As Needed/Requested	no charge	1 x per year
14	Aeration Sq. Ft.	As Needed/Requested	\$0.25	10k s. ft min.
MULCH / PINE STRAW				
15	Pine Straw - Bale	As Needed/Requested	\$6.50	Per Bale
16	Pine Straw – Full Install	Bi-annually per K	\$39,975.00	6150 bales
17	Pine Bark - CY	As Needed/Requested	\$55.00	Per Cubic Yard
18	Pine Bark – Full Install	Bi-Annually per K		# of CY
19	Removal of aged mulch	As Needed/Requested	\$24.50	CY
ANNUALS				
20	Annual Flowers – 4x per yr.	Per K	\$16,035.00	annually
21	Annual Flowers – Per Rotation	Included in contract	4008.75	# of flowers 1604
22	Annual Flowers – Per Flower	Included in contract	\$2.50	
SHRUBS / PLANTS				
23	1 Gallon Shrubs	As Needed/Requested	\$7.00	Installed
24	3 Gallon Shrubs	As Needed/Requested	\$15.50	Installed
25	Knockout Roses	As Needed/Requested	\$22.50	Installed
FERTILIZATION				
26	Turf	Per K	\$13,207.01	# Per Year
27	Shrubs – 2x	Per K	\$2,993.37	
28	Trees – 2x	Per K		
ORNAMENTAL GRASS				
29	Native Grasses	As Needed/Requested	\$12.75	Cost to Replace
30	Cutting back – Entire Property	Per K	\$700.00	Per Occurence

31	Cutting back – Individual areas	As Needed/Requested	\$35.00	Per Hour
TREES				
32	Ligustrum Tree – 7-8’	As Needed/Requested	\$450.00	Installed
33	Magnolia Tree – 65 gal	As Needed/Requested	\$450.00	Installed
34	Magnolia Tree – 100 gal	As Needed/Requested	\$550.00	Installed
35	Live Oak – 100 gal 3 ½”-4” cal.	As Needed/Requested	\$700.00	Installed
36	Live Oak – 200 gal 5-6” cal.	As Needed/Requested	\$1,200.00	Installed
37	Crape Myrtle – 65 gal. multi-stem	As Needed/Requested	\$375.00	Installed
38	Crape Myrtle – 100 gal multi-stem	As Needed/Requested	\$520.00	Installed
39	Nelly Stevens Holly – 30 gal	As Needed/Requested	\$275.00	Installed
40	Maple Tree – 11/2”-2” 30 gal	As Needed/Requested	\$215.00	Installed
41	Elm Tree – 30 gal.	As Needed/Requested	\$275.00	Installed
42	Palm Tree -	As Needed/Requested	\$0.00	Height Specific
43	Evergreen Tree – 30 gal	As Needed/Requested	\$275.00	Installed
44	Cost to prune all street trees	As Needed/Requested	\$25.00	per tree
45	Cost to prune all palm trees	As Needed/Requested	\$100.00	per tree
IRRIGATION				
46	RainBird Controller 2 wire	Requested	\$1,370.00	
47	RainBird valves 2” ICB	As Needed/Requested	\$252.00	
48	6” rotor - each	As Needed/Requested	\$14.75	
49	12” rotor - each	As Needed/Requested	\$51.25	
50	Spray nozzle - each	As Needed/Requested	\$1.22	
51	6” pop up PRS 30 spray - each	As Needed/Requested	\$6.95	
52	12” pop up PRS 30 spray - each	As Needed/Requested	\$13.75	
53	VP-10 - each	As Needed/Requested	\$33.44	
54	VP-12 - each	As Needed/Requested	\$68.79	
55	2 wire for system per LF	As Needed/Requested	\$0.51	
56	ICB decoder – each station	As Needed/Requested	\$152.00	
57	Wire splice 3M DBY	As Needed/Requested	\$2.13	
58	6” PR – Sch. 160 – per LF	As Needed/Requested	\$4.13	
59	4” PR – Sch. 160 – per LF	As Needed/Requested	\$2.50	
60	3” PR – Sch. 160 – per LF	As Needed/Requested	\$1.50	
61	2” PR – Sch. 160 – per LF	As Needed/Requested	\$0.93	
62	1-1/2” PR – Sch. 160 – per LF	As Needed/Requested	\$0.58	
63	1-1/4” PR – Sch. 160 – Per LF	As Needed/Requested	\$0.44	
64	1” CL – 200, per LF	As Needed/Requested	\$0.28	
65	¾” CL – 220, per LF	As Needed/Requested	\$0.21	
66	Rainbird ET Drip hose	As Needed/Requested	\$230.00	
67	½” Flex PVC, per LF	As Needed/Requested	\$0.58	
68	4” Slip-Fix Repair Coupling - EA	As Needed/Requested	\$17.58	
69	3” Slip-Fix Repair Coupling - EA	As Needed/Requested	\$44.37	
70	2-1/2” Slip-Fix Repair Coupling - EA	As Needed/Requested	\$35.48	
71	2” Slip-Fix Repair Coupling - EA	As Needed/Requested	\$22.86	
72	1-1/2” Slip-Fix Repair Coupling - EA	As Needed/Requested	\$14.98	
73	1-1/4” Slip-Fix Repair Coupling - EA	As Needed/Requested	\$10.00	
74	1” Slip-Fix Repair Coupling - EA	As Needed/Requested	\$7.00	
75	Watering of parks and lift stations 2+2	As Needed/Requested	\$225.00/hr	Personnel with water wagon

Three Rivers CDD

Landscape and Irrigation Maintenance Services

Official Proposal Summary Form

All District Owned Areas

1. Initial Term Landscape and Irrigation Services	\$ 130,260.40
2. First Annual Renewal	\$ 133,687.16
3. Second Annual Renewal	\$ 137,216.72
4. Pine Straw Mulch (Per Full Install)	\$ 39,975.00 Not included 1-3 above
5. Annual Color Flowers (Per Rotation)	\$ 4,008.75 included in 1-3 above
Average Items 1-3	\$ 133,721.43

Conditions

- The above provided cost will be used as final contract amounts at the time of executing the agreement.
- The cost provide herein are valid for 90 days from receipt of proposal form.
- Failure to complete this form may result in disqualification from consideration

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **36**
- (2) Name of Payee pursuant to Acquisition Agreement:
Crown Pools, Inc.
- (3) Amount Payable: **\$15,350.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Prepare Construction Drawings - Invoice #TASK 1-3**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



3002 PHILIPS HWY
JACKSONVILLE, FL 32207

Invoice

Date	Invoice #
5/21/2021	TASK 1-3

904-858-4300	ACCOUNTING@CROWNPOOLSINC.COM
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Bill To

THREE RIVERS
7807 BAYMEADOWS RD E, STE 205
JACKSONVILLE, FL 32256

Terms

Quantity	Description	Rate	Serviced	Amount
	TRIBUTARY ENGINEERING Task 1-3: Prepare Construction Drawings	15,350.00		15,350.00
			Total	\$15,350.00

Customer Total Balance

\$15,350.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **37**
- (2) Name of Payee pursuant to Acquisition Agreement:
ELM Inc.
- (3) Amount Payable: **\$8,261.32**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **April 2021 – Invoice 19341 – Entry & Blvd. Improvements, Site Improvements – Dog Park.**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



MONTHLY INVOICE

BILL TO

**Three Rivers CDD
2300 Glades Road, Ste. 410W
Boca Raton, FL 33431**

Project Description: Three Rivers Community Development District

For Professional Services Rendered from April 1, 2021 thru April 30, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19341	Apr 30, 2021	May 30, 2021	19-32	\$8,261.32

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase Completed	Amount Billed	% complete	Value of Completed	Amount remaining
21 Entry and Blvd Improvements	10.42%	\$41,900.00	100.00%	\$41,900.00	0.00%	\$0.00	\$0.00
Task A - L/H - DD	3.70%	\$14,900.00	100.00%	\$14,900.00	0.00%	\$0.00	\$0.00
Task B - L/H - CD's	6.71%	\$27,000.00	100.00%	\$27,000.00	0.00%	\$0.00	\$0.00
22 North Amenity Design (Bldg, Structures & Site Imp)	77.47%	\$311,600.00	99.24%	\$309,225.00	0.00%	\$0.00	\$2,375.00
Task A - Schematic Design	9.12%	\$36,700.00	100.00%	\$36,700.00	0.00%	\$0.00	\$0.00
Task B - Design Development	9.60%	\$38,600.00	100.00%	\$38,600.00	0.00%	\$0.00	\$0.00
Task C - Construction Docs	41.22%	\$165,800.00	100.00%	\$165,800.00	0.00%	\$0.00	\$0.00
Task D - L/H - DD Amenity Site	5.72%	\$23,000.00	100.00%	\$23,000.00	0.00%	\$0.00	\$0.00
Task E - L/H - CD's Amenity Site	11.81%	\$47,500.00	95.00%	\$45,125.00	0.00%	\$0.00	\$2,375.00
23 Site Improvements-Dog Park/Pocket Park/Bus Stop	12.11%	\$48,700.00	100.00%	\$48,700.00	0.00%	\$0.00	\$0.00
Task A - SD - Site Imp	2.24%	\$9,000.00	100.00%	\$9,000.00	0.00%	\$0.00	\$0.00
Task B - DD L/H Site Imp	3.16%	\$12,700.00	100.00%	\$12,700.00	0.00%	\$0.00	\$0.00
Task C - CD's L/H Site Imp	6.71%	\$27,000.00	100.00%	\$27,000.00	0.00%	\$0.00	\$0.00
	100.00%	\$402,200.00	99.41%	\$399,825.00	0.00%	\$0.00	\$2,375.00

Basic Services

Role	Hrs	Extension
24 Project Coordination		
Senior Architect	10.50	\$2,100.00
24 Project Coordination Total:		10.50
		\$2,100.00
25 Permitting & Bid Assistance		
Landscape Architect - Level 3	28.00	\$3,640.00
Senior Architect	10.50	\$2,100.00
25 Permitting & Bid Assistance Total:		38.50
		\$5,740.00
26 Construction Observation		
Landscape Architect - Level 3	3.00	\$390.00
26 Construction Observation Total:		3.00
		\$390.00
Basic Services Sub Total:		52.00
		\$8,230.00

Expenses



MONTHLY INVOICE

Project Description: Three Rivers Community Development District

For Professional Services Rendered from April 1, 2021 thru April 30, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19341	Apr 30, 2021	May 30, 2021	19-32	\$8,261.32
<u>Expense Type</u>				<u>Amount</u>
Reimbursable Expenses				
Mileage				\$31.32
Reimbursable Expenses Total:				\$31.32
Expenses Total:				\$31.32
Invoice Total:				\$8,261.32

Please make payments to ELM Inc.



Slip Details

Basic Services

<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Extension</u>
24 Project Coordination							
4/7/2021	JL	Architecture	Notes from budget meeting, coord. with consultants, meeting minutes	3.25	\$200.00	\$650.00	\$650.00
4/19/2021	JL	Architecture	Teams meeting to review budget/v.e./permitting	1.25	\$200.00	\$250.00	\$250.00
4/20/2021	JL	Architecture	Coordination with electrical and owner regarding updated pool drawings and service to site	0.75	\$200.00	\$150.00	\$150.00
4/21/2021	JL	Architecture	Additional stripped down plans to Greenpointe	0.25	\$200.00	\$50.00	\$50.00
4/26/2021	JL	Architecture	Heads up email to Ansana with VE notes from previous meeting	1.25	\$200.00	\$250.00	\$250.00
4/27/2021	JL	Architecture	Attend interior design VE meeting.	1.50	\$200.00	\$300.00	\$300.00
4/28/2021	JL	Architecture	Follow up from Tuesday's ID VE meeting, Geotech findings and setting meeting for Thursday.	0.75	\$200.00	\$150.00	\$150.00
4/29/2021	JL	Architecture	Teams meeting with owner, contractor, structural and geotech to discuss options for timber piles. Subsequent call with structural. Review of topo with Donny.	1.50	\$200.00	\$300.00	\$300.00
24 Project Coordination Total:				10.50		\$2,100.00	\$2,100.00
25 Permitting & Bid Assistance							
4/5/2021	JL	Architecture	Review of A&W budget from 3/29/21, discussion with Donny about same. Budget call for 3.5 hours - review numbers, options, v.e. etc.	4.50	\$200.00	\$900.00	\$900.00
4/6/2021	JL	Architecture	Review and compilation of v.e. suggestions and alternates from Monday's meetings	4.50	\$200.00	\$900.00	\$900.00
4/9/2021	JL	Architecture	Review updated A&W proposal and budget costs	0.75	\$200.00	\$150.00	\$150.00
4/9/2021	DP	Landscape Architecture	Revising landscape permit plans and responding to comments	8.00	\$130.00	\$1,040.00	\$1,040.00
4/12/2021	DP	Landscape Architecture	landscape permit plan updates and coordination with civil	7.00	\$130.00	\$910.00	\$910.00
4/13/2021	DP	Landscape Architecture	landscape permit plan updates and coordination with civil	8.00	\$130.00	\$1,040.00	\$1,040.00



<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Extension</u>
4/14/2021	DP	Landscape Architecture	landscape permit plan updates and coordination with civil	4.00	\$130.00	\$520.00	\$520.00
4/20/2021	JL	Architecture	Coordination with civil and plumbing to address JEA plan comments	0.75	\$200.00	\$150.00	\$150.00
4/29/2021	DP	Landscape Architecture	TEAMS mtng w consultants on pile and soils	1.00	\$130.00	\$130.00	\$130.00
25 Permitting & Bid Assistance Total:				38.50		\$5,740.00	\$5,740.00
26 Construction Observation							
4/8/2021	DP	Landscape Architecture	Punch List - on site walk through of landscape installation, travel to and from site	3.00	\$130.00	\$390.00	\$390.00
26 Construction Observation Total:				3.00		\$390.00	\$390.00
Total Basic Services:						\$8,230.00	\$8,230.00

Expenses

<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Amount</u>
4/21/2021	JAE	Basic Services	Lowe Invoice 3397	1.00	\$549.25	\$549.25	\$0.00
CD - Structural Total:				1.00		\$549.25	\$0.00
Reimbursable Expenses							
4/8/2021	JAE	Landscape Architecture	Site Visit	54.00	\$0.58	\$31.32	\$31.32
Reimbursable Expenses Total:				54.00		\$31.32	\$31.32
Total Expenses:						\$580.57	\$31.32

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **38**
- (2) Name of Payee pursuant to Acquisition Agreement:
Ferguson Waterworks
- (3) Amount Payable: **\$68,364.40**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoices #1850338 & 1845775-1 – Tributary 6**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

or

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1850338	\$38,850.00	59276	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW #149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

THREE RIVERS COMMUNITY DEVELOP
2300 GLADES RD SUITE 410W
TRIBUTARY 6
BOCA RATON, FL 33431

THREE RIVERS C/O VALLENCOURT
SR 200 POLICE LODGE RD
TRIBUTARY 6
YULEE, FL 32097

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	014	008	TRIBUTARY 6	05/18/21	104390D

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
1160	✓480	A36650020IBPL	Source Order#: 1843378 36X20 HP N12 DW STORM SLD PL PIPE	45.970	FT	22065.60
480	0	A30650020IBPL	30X20 HP N12 DW STORM SLD PL PIPE		FT	0.00
1160	✓480	A24650020IBPL	24X20 HP N12 DW STORM SLD PL PIPE	25.870	FT	12417.60
580	0	A18650020IBPL	18X20 HP N12 DW STORM SLD PL PIPE		FT	0.00
440	✓360	A15650020IBPL	15X20 HP N12 DW STORM SLD PL PIPE	12.130	FT	4366.80
INVOICE SUB-TOTAL						38850.00

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$38,850.00
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



WATERWORKS

9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1845775-1	\$29,514.40	59276	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149
PO BOX 100286
ATLANTA, GA 30384-0286

SHIP TO:

THREE RIVERS COMMUNITY DEVELOP
2300 GLADES RD SUITE 410W
TRIBUTARY 6
BOCA RATON, FL 33431

THREE RIVERS C/O VALLENCOURT
SR 200 POLICE LODGE RD
TRIBUTARY 6
YULEE, FL 32097

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	011	008	TRIBUTARY 6	05/11/21	104321D

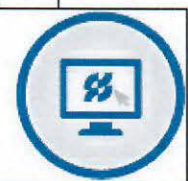
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
560	✓ 560	DR18BP16	16 C900 DR18 CL235 PVC GJ BLUE PIPE	35.360	FT	19801.60
240	✓ 240	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	5.550	FT	1332.00
240	✓ 240	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	2.770	FT	664.80
480	✓ 480	DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	9.600	FT	4608.00
4800	0	DR18PPU	6 C900 DR18 PVC GJ PURP PIPE		FT	0.00
700	0	SDR26HWSP1014	10X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00
518	✓ 518	SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	6.000	FT	3108.00
5012	0	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE		FT	0.00

INVOICE SUB-TOTAL 29514.40

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Looking for a more convenient way to pay your bill?

Log in to **Ferguson.com** and request access to Online Bill Pay.



TERMS: CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$29,514.40
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **39**
- (2) Name of Payee pursuant to Acquisition Agreement:
Godard Design Associates, Inc.
- (3) Amount Payable: **\$23,800.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoices #4043 – Conceptual Plans/Construction Documents**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

or

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

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

GODARD DESIGN ASSOCIATES, INC.

541 Oleander Street
Neptune Beach, FL 32266



BILL TO

Mr. Liam O'Reilly, PE
Greenpointe Communities, LLC
Three Rivers CDD
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

INVOICE 4043

DATE 04/13/2021 TERMS Due on receipt

DUE DATE 04/30/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/25/2020	Conceptual Plans / Construction Documents for Concession Building at TRIBUTARY REGIONAL PARK. Item A.3 Architecture	0.65	30,500.00	19,825.00
	Conduit Plans for electrical services. Item A.2 Hardscape	0.15	26,500.00	3,975.00

TOTAL DUE \$23,800.00

Thank you for your business

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **40**
- (2) Name of Payee pursuant to Acquisition Agreement:

ELM Inc.
- (3) Amount Payable: **\$22,388.22**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **March 2021 – Invoice 19303 – Entry & Blvd. Improvements, Site Improvements – Dog Park.**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



MONTHLY INVOICE

BILL TO

**Three Rivers CDD
2300 Glades Road, Ste. 410W
Boca Raton, FL 33431**

Project Description: Three Rivers Community Development District

For Professional Services Rendered from March 1, 2021 thru March 31, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19303	Mar 31, 2021	Apr 30, 2021	19-32	\$22,388.22

	Fee Summary		Previously Invoiced		Current Invoice		Remaining
	%	Stipulated	% phase Completed	Amount Billed	% complete	Value of Completed	Amount remaining
21 Entry and Blvd Improvements	10.42%	\$41,900.00	100.00%	\$41,900.00	0.00%	\$0.00	\$0.00
Task A - L/H - DD	3.70%	\$14,900.00	100.00%	\$14,900.00	0.00%	\$0.00	\$0.00
Task B - L/H - CD's	6.71%	\$27,000.00	100.00%	\$27,000.00	0.00%	\$0.00	\$0.00
22 North Amenity Design (Bldg, Structures & Site Imp)	77.47%	\$311,600.00	96.19%	\$299,725.00	99.24%	\$9,500.00	\$2,375.00
Task A - Schematic Design	9.12%	\$36,700.00	100.00%	\$36,700.00	0.00%	\$0.00	\$0.00
Task B - Design Development	9.60%	\$38,600.00	100.00%	\$38,600.00	0.00%	\$0.00	\$0.00
Task C - Construction Docs	41.22%	\$165,800.00	100.00%	\$165,800.00	0.00%	\$0.00	\$0.00
Task D - L/H - DD Amenity Site	5.72%	\$23,000.00	100.00%	\$23,000.00	0.00%	\$0.00	\$0.00
Task E - L/H - CD's Amenity Site	11.81%	\$47,500.00	75.00%	\$35,625.00	95.00%	\$9,500.00	\$2,375.00
23 Site Improvements-Dog Park/Pocket Park/Bus Stop	12.11%	\$48,700.00	100.00%	\$48,700.00	0.00%	\$0.00	\$0.00
Task A - SD - Site Imp	2.24%	\$9,000.00	100.00%	\$9,000.00	0.00%	\$0.00	\$0.00
Task B - DD L/H Site Imp	3.16%	\$12,700.00	100.00%	\$12,700.00	0.00%	\$0.00	\$0.00
Task C - CD's L/H Site Imp	6.71%	\$27,000.00	100.00%	\$27,000.00	0.00%	\$0.00	\$0.00
	100.00%	\$402,200.00	97.05%	\$390,325.00	2.36%	\$9,500.00	\$2,375.00

Basic Services

Role	Hrs	Extension
01 Data Collection & Base Sheet Set-Up		
Senior Architect	3.00	\$405.00
	01 Data Collection & Base Sheet Set-Up Total:	3.00
		\$405.00
10 Riverfront Amenity Conceptual Design		
Graphic Designer	4.00	\$280.00
	10 Riverfront Amenity Conceptual Design Total:	4.00
		\$280.00
24 Project Coordination		
Senior Architect	4.00	\$800.00
	24 Project Coordination Total:	4.00
		\$800.00
25 Permitting & Bid Assistance		
Landscape Architect - Level 3	7.50	\$975.00
Senior Architect	51.75	\$10,350.00
	25 Permitting & Bid Assistance Total:	59.25
		\$11,325.00



MONTHLY INVOICE

Project Description: Three Rivers Community Development District

For Professional Services Rendered from March 1, 2021 thru March 31, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19303	Mar 31, 2021	Apr 30, 2021	19-32	\$22,388.22
Basic Services Sub Total:			70.25	\$12,810.00

Expenses

<u>Expense Type</u>	<u>Amount</u>
Reimbursable Expenses	
Reproductions	\$78.22
Reimbursable Expenses Total:	\$78.22
Expenses Total:	\$78.22
Invoice Total:	\$22,388.22

Please make payments to ELM Inc.



Slip Details

Basic Services

<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Extension</u>
01 Data Collection & Base Sheet Set-Up							
3/4/2021	JL	Architecture	Finish compiling items for Addendum 1, coordination with consultants, update document control log, upload documents, issue Addendum 1	3.00	\$135.00	\$405.00	\$405.00
01 Data Collection & Base Sheet Set-Up Total:				3.00		\$405.00	\$405.00
10 Riverfront Amenity Conceptual Design							
3/30/2021	MP	Graphics	Amenity Graphics with Tim	2.00	\$70.00	\$140.00	\$140.00
3/31/2021	MP	Graphics	Amenity Graphics with Tim	2.00	\$70.00	\$140.00	\$140.00
10 Riverfront Amenity Conceptual Design Total:				4.00		\$280.00	\$280.00
3/30/2021	TM	Architecture	Pool entry Pavilion - Schematic Design	3.00	\$200.00	\$600.00	\$0.00
Task A - Schematic Design Total:				3.00		\$600.00	\$0.00
3/4/2021	DP	Landscape Architecture	landscape and irrigation plans	8.00	\$130.00	\$1,040.00	\$0.00
3/5/2021	DP	Landscape Architecture	landscape and irrigation plans	8.00	\$130.00	\$1,040.00	\$0.00
3/9/2021	SL	Landscape Architecture	Landscape Amenity Construction Docs	3.50	\$200.00	\$700.00	\$0.00
3/15/2021	DP	Landscape Architecture	reviewing construct ability questions and answering questions	2.00	\$130.00	\$260.00	\$0.00
3/26/2021	SL	Architecture	Construction Docs - LA Amenity	2.50	\$200.00	\$500.00	\$0.00
Task E - L/H - CD's Amenity Site Total:				24.00		\$3,540.00	\$0.00
3/2/2021	DP	Landscape Architecture	dog park entry cd's	7.00	\$130.00	\$910.00	\$0.00
3/3/2021	DP	Landscape Architecture	dog park entry cd's	8.00	\$130.00	\$1,040.00	\$0.00
3/22/2021	DP	Landscape Architecture	Bi-weekly call	1.00	\$130.00	\$130.00	\$0.00
Task C - CD's L/H Site Imp Total:				16.00		\$2,080.00	\$0.00
24 Project Coordination							
3/22/2021	JL	Architecture	Project team virtual meeting, review of Geotech report and discussion with Matt.	1.50	\$200.00	\$300.00	\$300.00
3/25/2021	JL	Architecture	Meeting minutes and meeting follow up. Order 1/2 sized prints of all addendum sheet updates. Coordination with geotechnical engineer	2.50	\$200.00	\$500.00	\$500.00
24 Project Coordination Total:				4.00		\$800.00	\$800.00



<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Hrs</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Extension</u>
25 Permitting & Bid Assistance							
3/1/2021	JL	Architecture	Tributary Addendum	8.00	\$200.00	\$1,600.00	\$1,600.00
3/2/2021	JL	Architecture	Tributary Addendum	4.00	\$200.00	\$800.00	\$800.00
3/3/2021	JL	Architecture	Tributary Addendum	5.50	\$200.00	\$1,100.00	\$1,100.00
3/8/2021	JL	Architecture	Bi-weekly call, discussed permit and bid status	1.00	\$200.00	\$200.00	\$200.00
3/9/2021	JL	Architecture	Answering bid RFI's	1.50	\$200.00	\$300.00	\$300.00
3/10/2021	JL	Architecture	Answering RFI's, creating addendum 2	6.00	\$200.00	\$1,200.00	\$1,200.00
3/11/2021	JL	Architecture	Amenity Addendum 2	2.00	\$200.00	\$400.00	\$400.00
3/12/2021	JL	Architecture	Entry pay app review and sign in Donny's absence	0.25	\$200.00	\$50.00	\$50.00
3/12/2021	JL	Architecture	Amenity Addendum 2	1.50	\$200.00	\$300.00	\$300.00
3/15/2021	JL	Architecture	Revisions for constructability review, coordination and updates to Donny.	5.75	\$200.00	\$1,150.00	\$1,150.00
3/16/2021	JL	Architecture		6.00	\$200.00	\$1,200.00	\$1,200.00
3/16/2021	DP	Landscape Architecture	coordination with engineer and contractor comments coordination and phone call with Stacey Moseley	6.00	\$130.00	\$780.00	\$780.00
3/17/2021	JL	Architecture	Complete work on contractor constructability review, coordination with civil, issue Addendum 3.	6.25	\$200.00	\$1,250.00	\$1,250.00
3/18/2021	JL	Architecture	Addendum 4	1.50	\$200.00	\$300.00	\$300.00
3/19/2021	JL	Architecture	Organizing and issuing Addendum 4, updating document control, updating current sets and providing to consultant team.	2.50	\$200.00	\$500.00	\$500.00
3/29/2021	DP	Landscape Architecture	GMP Teams Call	1.50	\$130.00	\$195.00	\$195.00
25 Permitting & Bid Assistance Total:				59.25		\$11,325.00	\$11,325.00
Total Basic Services:						\$19,030.00	\$12,810.00

Expenses

<u>Date</u>	<u>Name</u>	<u>Code</u>	<u>Description</u>	<u>Qty</u>	<u>Rate</u>	<u>Actual Value</u>	<u>Amount</u>
Reimbursable Expenses							
3/25/2021	JAE	Architecture	ARC 43FLI9164883	1.00	\$78.22	\$78.22	\$78.22
Reimbursable Expenses Total:				1.00		\$78.22	\$78.22
Total Expenses:						\$78.22	\$78.22

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BVI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **41**
- (2) Name of Payee pursuant to Acquisition Agreement:
Auld & White Constructors, LLC.
- (3) Amount Payable: **\$103,352.78**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Applications #1709-9; Tributary Amenity Center and Entry**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

Auld & White Constructors, LLC

Wire Instructions

The instructions are as follows:

Bank:	Branch Banking & Trust now Truist
Address:	200 W Forsyth St, Suite 500 Jacksonville, Fl 32202
Acct:	1100014497135
ABA:	263191387
Title: Account	Auld & White Constructors LLC, Operating Depository
Memo:	Please indicate the invoice number being paid



Branch Banking & Trust Co.
Commercial Lending
200 W Forsyth St.
Suite 500
Jacksonville, FL 32202

November 11, 2020

Auld & White Constructors LLC
4168 Southpoint Pkwy S STE 101
Jacksonville, FL 32216

Re: Auld & White Constructors LLC - Checking Account # 1100014497135

Dear Renee,

Per your request, I have included the details of Auld & White Constructors LLC account to be used for vendor payments. Should you have any additional questions please contact me using the contact information included in this letter.

Account: 1100014497135
Routing for Wires and ACH: 263191387
Account Type: Checking
Open Date: 08/12/2020

Physical Address:

Auld & White Constructors LLC
4168 Southpoint Pkwy S STE 101
Jacksonville, FL 32216

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Gardell", is written over a light blue horizontal line.

Jennifer Gardell
Business Service Officer
jgardell@bbandt.com
904-945-9868

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Three Rivers CDD 475 West Town Place, suite 114 St. Augustine, FL 32092	Project: 1709- Tributary Amenity Center and Entry Feature Owner Proj. No:	Application No.: 1709-9 Period To: 5/31/2021	Distribution to: <input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor
From Contractor: AULD & WHITE CONSTRUCTORS, LLC 4168 Southpoint Parkway, Suite 101 Jacksonville, FL 32216	Via Architect: ELM	Project Nos: 19-32.1	
Contract For: Entry Feature & Amenity Center		Contract Date: 10/26/2020	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet is attached

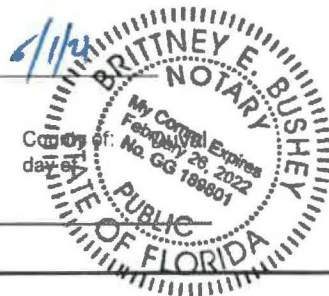
1. Original Contract Sum	\$8,832,200.00
2. Net Change By Change Order	(\$68,272.00)
3. Contract Sum To Date	\$8,763,928.00
4. Total Completed and Stored To Date	\$1,500,506.03
5. Retainage:	
a. 2.48% of Completed Work	\$37,139.90
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$37,139.90
6. Total Earned Less Retainage	\$1,463,366.13
7. Less Previous Certificates For Payments	\$1,360,013.35
8. Current Payment Due	\$103,352.78
9. Balance To Finish, Plus Retainage	\$7,300,561.87

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

CONTRACTOR: AULD & WHITE CONSTRUCTORS

By: James Durkin Date: 5/1/21

State of: Florida
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: [Signature]
 My Commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 103,352.78

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 6.2.21

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$68,272.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$68,272.00
Net Changes By Change Order	-\$68,272.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9
Application Date : 06/01/21
To: 05/31/21
Architect's Project No.: 19-32.1

Invoice # : 11672 **Contract :** 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
900	CONSTRUCTION MANAGER'S FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
10.00	FIXED GENERAL CONDITIONS	477,045.00	0.00	477,045.00	118,500.00	0.00	0.00	24.84%	358,545.00	11,850.00	
10.02	SITE WORK	10,000.00	0.00	10,000.00	2,140.10	2,007.66	0.00	41.48%	5,852.24	200.77	
10.03	SITE WORK	602,424.00	0.00	602,424.00	0.00	0.00	0.00	0.00%	602,424.00	0.00	
20.00	GENERAL REQUIREMENTS	292,631.00	99.00	292,730.00	30,255.20	2,984.77	0.00	11.36%	259,490.03	3,324.01	
20.02	BOARDWALK	221,100.00	19,850.00	240,950.00	218,750.00	0.00	0.00	90.79%	22,200.00	0.00	
20.03	FENCING & GATES	52,107.00	0.00	52,107.00	0.00	0.00	0.00	0.00%	52,107.00	0.00	
30.00	BUILDERS RISK & GEN. LIABILITY INSURANCE	157,950.00	0.00	157,950.00	22,750.00	109,650.00	0.00	83.82%	25,550.00	13,240.00	
30.02	BOARDWALK ADDITIONAL LENGTH - ALLOWANCE	24,000.00	0.00	24,000.00	13,907.00	0.00	0.00	57.95%	10,093.00	0.00	
30.03	BOARDWALK	83,500.00	0.00	83,500.00	0.00	0.00	0.00	0.00%	83,500.00	0.00	
40.00	PERFORMANCE & PAYMENT BOND	62,800.00	0.00	62,800.00	3,675.00	0.00	0.00	5.85%	59,125.00	367.50	
40.02	LANDSCAPING & IRRIGATION	722,200.00	(71,371.00)	650,829.00	651,782.00	0.00	0.00	100.15%	-953.00	0.00	
40.03	PAVERS	114,250.00	0.00	114,250.00	0.00	0.00	0.00	0.00%	114,250.00	0.00	
50.00	BUILDING PERMIT FEES	36,200.00	0.00	36,200.00	3,426.76	194.00	0.00	10.00%	32,579.24	362.08	
50.02	BOARDWALK SEALING	9,000.00	0.00	9,000.00	0.00	0.00	0.00	0.00%	9,000.00	0.00	
50.03	LANDSCAPE & IRRIGATION	254,167.00	0.00	254,167.00	0.00	0.00	0.00	0.00%	254,167.00	0.00	
60.01	SITE WORK	15,000.00	0.00	15,000.00	12,775.89	0.00	0.00	85.17%	2,224.11	229.81	
60.03	CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL	270,321.00	0.00	270,321.00	0.00	0.00	0.00	0.00%	270,321.00	0.00	
70.01	PAVERS	5,300.00	0.00	5,300.00	5,300.00	0.00	0.00	100.00%	0.00	0.00	
70.03	CIVIL PERMIT COMMENTS - ALLOWANCE	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00%	10,000.00	0.00	
80.01	CONCRETE	28,800.00	0.00	28,800.00	28,800.00	0.00	0.00	100.00%	0.00	0.00	
80.03	ADDITIONAL YARD DRAINS - ALLOWANCE	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	
90.01	MASONRY	45,000.00	0.00	45,000.00	45,460.00	0.00	0.00	101.02%	-460.00	0.00	
90.03	BUS STOP - ALLOWANCE	9,700.00	0.00	9,700.00	0.00	0.00	0.00	0.00%	9,700.00	0.00	
100.01	TABBYSTONE STUCCO - ALLOWANCE	35,800.00	0.00	35,800.00	20,600.00	0.00	0.00	57.54%	15,200.00	0.00	
100.03	MASONRY	122,542.00	0.00	122,542.00	0.00	0.00	0.00	0.00%	122,542.00	0.00	
110.01	SIGNAGE	11,900.00	0.00	11,900.00	11,114.00	0.00	0.00	93.39%	786.00	0.00	
110.03	STRUCTURAL STEEL & MISC. METAL	51,057.00	0.00	51,057.00	0.00	0.00	0.00	0.00%	51,057.00	0.00	
120.01	SWING ARBORS	14,400.00	0.00	14,400.00	14,927.11	0.00	0.00	103.66%	-527.11	83.85	
120.03	ROUGH & FINISH CARPENTRY	860,206.00	0.00	860,206.00	0.00	0.00	0.00	0.00%	860,206.00	0.00	
130.01	FOUNTAIN POT FEATURE - ALLOWANCE	2,500.00	0.00	2,500.00	789.69	0.00	0.00	31.59%	1,710.31	0.00	
130.03	MILLWORK	227,987.00	0.00	227,987.00	0.00	0.00	0.00	0.00%	227,987.00	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
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 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9
Application Date : 06/01/21
To: 05/31/21
Architect's Project No.: 19-32.1

Invoice # : 11672 **Contract :** 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
40.01	PLUMBING - ALLOWANCE	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00%	3,000.00	0.00	
40.03	INT. WOOD BEAM BRACKETS - ALLOWANCE	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00%	10,000.00	0.00	
50.01	ELECTRICAL	107,900.00	0.00	107,900.00	105,898.00	0.00	0.00	98.14%	2,002.00	0.00	
50.03	ROOFING	143,541.00	0.00	143,541.00	0.00	0.00	0.00	0.00%	143,541.00	0.00	
60.03	SEALANTS / CAULKING / WATERPROOFING	41,700.00	0.00	41,700.00	0.00	0.00	0.00	0.00%	41,700.00	0.00	
70.03	DOORS & HARDWARE	84,259.00	0.00	84,259.00	0.00	0.00	0.00	0.00%	84,259.00	0.00	
80.03	STOREFRONT & WINDOWS	237,589.00	0.00	237,589.00	0.00	0.00	0.00	0.00%	237,589.00	0.00	
90.03	DRYWALL & ACOUSTICAL CEILINGS	57,300.00	0.00	57,300.00	0.00	0.00	0.00	0.00%	57,300.00	0.00	
200.03	STUCCO SYSTEM	40,600.00	0.00	40,600.00	0.00	0.00	0.00	0.00%	40,600.00	0.00	
210.03	FLOORING	96,600.00	0.00	96,600.00	0.00	0.00	0.00	0.00%	96,600.00	0.00	
220.03	FLOOR MOISTURE MITIGATION - ALLOWANCE	21,000.00	0.00	21,000.00	0.00	0.00	0.00	0.00%	21,000.00	0.00	
230.03	PAINTING	83,500.00	0.00	83,500.00	0.00	0.00	0.00	0.00%	83,500.00	0.00	
240.03	WALLCOVERING - ALLOWANCE	6,500.00	0.00	6,500.00	0.00	0.00	0.00	0.00%	6,500.00	0.00	
250.03	BUILDING SPECIALTIES	106,651.00	0.00	106,651.00	0.00	0.00	0.00	0.00%	106,651.00	0.00	
260.03	AMENITY SIGNAGE - ALLOWANCE	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	
270.03	EQUIPMENT	20,568.00	0.00	20,568.00	0.00	0.00	0.00	0.00%	20,568.00	0.00	
280.03	WINDOW TREATMENTS	8,385.00	0.00	8,385.00	0.00	0.00	0.00	0.00%	8,385.00	0.00	
290.03	POOL - ALLOWANCE	835,000.00	0.00	835,000.00	0.00	0.00	0.00	0.00%	835,000.00	0.00	
300.03	PLAYGROUND	128,942.00	0.00	128,942.00	0.00	0.00	0.00	0.00%	128,942.00	0.00	
310.03	SPORTS COURTS & EQUIPMENT	66,062.00	0.00	66,062.00	0.00	0.00	0.00	0.00%	66,062.00	0.00	
320.03	ENTRY PAVILION - ALLOWANCE	100,000.00	0.00	100,000.00	0.00	0.00	0.00	0.00%	100,000.00	0.00	
330.03	BLDG & POOL FURNITURE - ALLOWANCE	275,000.00	0.00	275,000.00	0.00	0.00	0.00	0.00%	275,000.00	0.00	
340.03	PLUMBING	116,212.00	0.00	116,212.00	0.00	0.00	0.00	0.00%	116,212.00	0.00	
350.03	HVAC / MECHANICAL	143,750.00	0.00	143,750.00	0.00	0.00	0.00	0.00%	143,750.00	0.00	
360.03	ELECTRICAL	443,809.00	0.00	443,809.00	0.00	0.00	0.00	0.00%	443,809.00	0.00	
370.03	PARKING LOT LIGHT CONDUIT - ALLOWANCE	9,000.00	0.00	9,000.00	0.00	0.00	0.00	0.00%	9,000.00	0.00	
380.03	ELEC. FOR FUTURE SCREENS - ALLOWANCE	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	
390.03	ELECTRICAL FOR POOL - ALLOWANCE	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00%	10,000.00	0.00	
400.03	LOW VOLTAGE SYSTEMS - ALLOWANCE	100,000.00	0.00	100,000.00	0.00	0.00	0.00	0.00%	100,000.00	0.00	
410.03	DOG PARK - SITE	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00%	3,000.00	0.00	
420.03	DOG PARK - CONCRETE	8,800.00	0.00	8,800.00	0.00	0.00	0.00	0.00%	8,800.00	0.00	
430.03	DOG PARK - FENCING	45,645.00	0.00	45,645.00	0.00	0.00	0.00	0.00%	45,645.00	0.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9
Application Date : 06/01/21
To: 05/31/21
Architect's Project No.: 19-32.1

Invoice # : 11672 **Contract :** 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
40.03	DOG PARK - BENCHES - ALLOWANCE	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00%	10,000.00	0.00	
50.03	DOG PARK - SIGNAGE - ALLOWANCE	1,500.00	0.00	1,500.00	0.00	0.00	0.00	0.00%	1,500.00	0.00	
60.03	DOG PARK - PLUMBING - ALLOWANCE	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	
800.00	CONTINGENCY	228,000.00	(16,850.00)	211,150.00	0.00	0.00	0.00	0.00%	211,150.00	0.00	
900.00	CONSTRUCTION MANAGER'S FEE	388,500.00	0.00	388,500.00	74,818.85	0.00	0.00	19.26%	313,681.15	7,481.88	
Grand Totals		8,832,200.00	-68,272.00	8,763,928.00	1,385,669.60	114,836.43	0.00	17.12%	7,263,421.97	37,139.90	

**CONTRACTOR'S
CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT
(PAYMENT BY CHECK)**

The undersigned lienor, in consideration of the progress payment in the amount of \$103,352.78 and conditioned upon payment issued to the undersigned by Three Rivers Community Development District in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Three Rivers Community Development District on the job of Tributary Entry Feature & Amenity Center to the following described property:

Tributary Entry Feature & Amenity Center
76436 Tributary Drive
Yulee, FL 32097

AWC Project No. 1709

Dated on June 1, 2021

Lienor's Name: Auld & White Constructors, LLC
Address: 4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

By: _____

Printed Name: James T. Durkin, Project Manager

STATE OF FLORIDA
COUNTY OF DUVAL

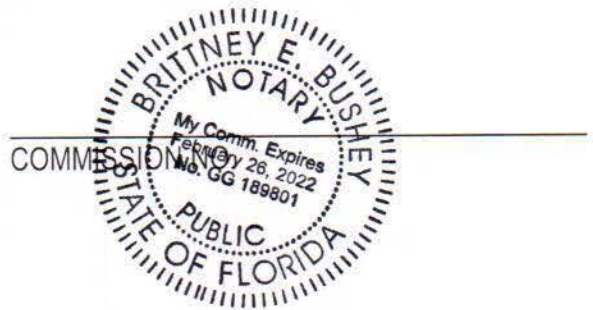
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF JUNE 2021 BY JAMES T. DURKIN WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.



NOTARY PUBLIC

BRITNEY BUSHEY

NOTARY NAME TYPED OR PRINTED



NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.



AWC Job Billing History

Job#: 1709-
5/1/2021 - 5/31/2021

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
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Contract Item: 10.00 FIXED GENERAL CONDITIONS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	118,500.00	0.00	118,500.00	0.00
Total for 10.00 - FIXED GENERAL CONDITIONS	118,500.00	0.00	118,500.00	0.00

Contract Item: 10.02 SITE WORK

02001.02 - SITE SUB - CL, GRUB, EARTHWK						0.00	2,007.66
05/21	35950	05/19/21	03/17/21	191748997-002	United Rentals	0.00	54.46
05/21	35951	05/19/21	03/25/21	191529478-001	United Rentals	0.00	1,953.20

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,938.58	2,007.66	3,946.24	0.00
Temporary Labor	201.52	0.00	201.52	0.00
Total for 10.02 - SITE WORK	2,140.10	2,007.66	4,147.76	0.00

Contract Item: 20.00 GENERAL REQUIREMENTS

01273.01 - TECHNOLOGY SUPPORT						0.00	245.00
05/21	7612	05/10/21	05/10/21		Tech Support - May	0.00	245.00
01278.01 - GC PAY						0.00	140.00
05/21	7613	05/10/21	05/10/21		GC Pay - May	0.00	140.00
01284.01 - TEMPORARY WATER						0.00	1,525.00
05/21	36919	05/20/21	05/19/21	1709_01284	JEA	0.00	1,525.00
01312.01 - TEMPORARY TOILETS						0.00	90.95
05/21	8810	05/11/21	03/16/21	187461721-006	United Rentals	0.00	90.95
01325.01 - EMPLOYEE PROTECTION						0.00	245.00
05/21	7614	05/10/21	05/10/21		PPE - May	0.00	245.00
01327.01 - SAFETY INSPECTIONS						0.00	190.00
05/21	37593	05/25/21	05/25/21		Safety Inspection - May	0.00	190.00
01514.01 - TRASH HAUL & DUMP FEES						0.00	548.82
05/21	8811	05/11/21	04/15/21	0687-001134838	Republic Services #687	0.00	548.82



AWC Job Billing History

Job#: 1709-
5/1/2021 - 5/31/2021

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
					Material	23,239.58	2,984.77	26,224.35	0.00
					Labor	6,814.10	0.00	6,814.10	0.00
					Temporary Labor	201.52	0.00	201.52	0.00
					Total for 20.00 - GENERAL REQUIREMENTS	30,255.20	2,984.77	33,239.97	0.00

Contract Item: 20.02 BOARDWALK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	218,750.00	0.00	218,750.00	0.00
Total for 20.02 - BOARDWALK	218,750.00	0.00	218,750.00	0.00

Contract Item: 30.00 BUILDERS RISK & GEN. LIABILITY INSURANCE

05/21	7615	05/10/21	05/10/21	Builder's Risk - May	0.00	30,950.00
05/21	7616	05/10/21	05/10/21	GL Insurance- May	0.00	78,700.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	22,750.00	109,650.00	132,400.00	0.00
Total for 30.00 - BUILDERS RISK & GEN. LIABILITY INSURANCE	22,750.00	109,650.00	132,400.00	0.00

Contract Item: 30.02 BOARDWALK ADDITIONAL LENGTH - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	13,907.00	0.00	13,907.00	0.00
Total for 30.02 - BOARDWALK ADDITIONAL LENGTH - ALLOWANCE	13,907.00	0.00	13,907.00	0.00

Contract Item: 40.00 PERFORMANCE & PAYMENT BOND

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	3,675.00	0.00	3,675.00	0.00
Total for 40.00 - PERFORMANCE & PAYMENT BOND	3,675.00	0.00	3,675.00	0.00



AWC Job Billing History

Job#: 1709-
5/1/2021 - 5/31/2021

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
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Contract Item: 40.02 LANDSCAPING & IRRIGATION

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	651,782.00	0.00	651,782.00	0.00
Total for 40.02 - LANDSCAPING & IRRIGATION	651,782.00	0.00	651,782.00	0.00

Contract Item: 50.00 BUILDING PERMIT FEES

05/21	12905	05/13/21	05/13/21	NOC fees	0.00	14.00
05/21	36354	05/19/21	05/18/21	1.00 / 247 / Hill , Melanie M.5 Regular Earnings	1.00	60.00
05/21	38530	05/26/21	05/25/21	1.00 / 247 / Hill , Melanie M.5 Regular Earnings	2.00	120.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	2,346.76	14.00	2,360.76	0.00
Labor	1,080.00	180.00	1,260.00	3.00
Total for 50.00 - BUILDING PERMIT FEES	3,426.76	194.00	3,620.76	3.00

Contract Item: 60.01 SITE WORK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	7,340.16	0.00	7,340.16	0.00
Labor	5,435.73	0.00	5,435.73	0.00
Total for 60.01 - SITE WORK	12,775.89	0.00	12,775.89	0.00

Contract Item: 70.01 PAVERS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	5,300.00	0.00	5,300.00	0.00
Total for 70.01 - PAVERS	5,300.00	0.00	5,300.00	0.00

Contract Item: 80.01 CONCRETE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	28,800.00	0.00	28,800.00	0.00
Total for 80.01 - CONCRETE	28,800.00	0.00	28,800.00	0.00



AWC Job Billing History

Job#: 1709-
5/1/2021 - 5/31/2021

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
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Contract Item: 90.01 MASONRY

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	45,460.00	0.00	45,460.00	0.00
Total for 90.01 - MASONRY	45,460.00	0.00	45,460.00	0.00

Contract Item: 100.01 TABBYSTONE STUCCO - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	20,600.00	0.00	20,600.00	0.00
Total for 100.01 - TABBYSTONE STUCCO - ALLOWANCE	20,600.00	0.00	20,600.00	0.00

Contract Item: 110.01 SIGNAGE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	11,114.00	0.00	11,114.00	0.00
Total for 110.01 - SIGNAGE	11,114.00	0.00	11,114.00	0.00

Contract Item: 120.01 SWING ARBORS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	2,521.36	0.00	2,521.36	0.00
Subcontract	8,921.00	0.00	8,921.00	0.00
Labor	3,484.75	0.00	3,484.75	0.00
Total for 120.01 - SWING ARBORS	14,927.11	0.00	14,927.11	0.00

Contract Item: 130.01 FOUNTAIN POT FEATURE - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	789.69	0.00	789.69	0.00
Total for 130.01 - FOUNTAIN POT FEATURE - ALLOWANCE	789.69	0.00	789.69	0.00

Contract Item: 150.01 ELECTRICAL



AWC Job Billing History

Job#: 1709-
5/1/2021 - 5/31/2021

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
					Previous Cost	Current Cost	JTD Cost	Current Hours	
					Subcontract	105,898.00	0.00	105,898.00	0.00
					Total for 150.01 - ELECTRICAL	105,898.00	0.00	105,898.00	0.00

Job Totals	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	183,101.13	114,656.43	297,757.56	0.00
Subcontract	1,110,532.00	0.00	1,110,532.00	0.00
Labor	16,814.58	180.00	16,994.58	3.00
Temporary Labor	403.04	0.00	403.04	0.00
Total for Job	1,310,850.75	114,836.43	1,425,687.18	3.00



BRANCH 112
5402 PHILLIPS HIGHWAY
JACKSONVILLE FL 32207
904-636-6336

1709 / ~~1709~~ JTD
31.46
02001.02

RENTAL RETURN INVOICE

191748997-002



Job Site

TRIBUTARY AMENITY CENTER
SR200 & TRIBUTARY DR
WEST OF I-95 ON THE SOUTHSIDE
YULEE FL 32097
Office: 904-296-2555 Cell: 904-514-8699

Customer # : 221853
Invoice Date : 03/17/21
Rental Out : 03/17/21 09:00 AM
Rental In : 03/17/21 03:05 PM
UR Job Loc : SR200 & TRIBUTARY DR
UR Job # : 400
Customer Job ID:
P.O. # : 1709
Ordered By : ED RODGERS
Written By : NICHOLAS HOLTZ
Salesperson : MATTHEW SAYRE

AULD & WHITE CONSTRUCTION INC
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE FL 32216-0979

Invoice Amount: \$54.46

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:		Minimum	Day	Week	4 Week	Amount
Qty	Equipment	Description				
1	11025895	PRESSURE WASHER GAS 2700 PSI Make: KARCHER Model: DG-252737 Serial: 101690	45.00	45.00	150.00	450.00
						Rental Subtotal: 45.00
SALES/MISCELLANEOUS ITEMS:		Price	Unit of Measure	Extended Amt.		
Qty	Item					
1	REFUELING SERVICE CHARGE SMALL EQUIPMEN	[FUEL SMALL EQ/MCI]	5.000	EACH	5.00	
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	.900	EACH	.90	
						Sales/Misc Subtotal: 5.90
						Agreement Subtotal: 45.90
						Fuel: 5.00
						Tax: 3.56
						Total: 54.46

COMMENTS/NOTES:

CONTACT: ED RODGERS
CELL#: 904-334-0324



Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



BRANCH 112
5402 PHILLIPS HIGHWAY
JACKSONVILLE FL 32207
904-636-6336

1709 | *JK JD*
1,953.20
02001.02

4 WEEK BILLING INVOICE

191529478-001



Job Site

TRIBUTARY AMENITY CENTER
SR200 & TRIBUTARY DR
WEST OF I-95 ON THE SOUTHSIDE
YULEE FL 32097
Office: 904-296-2555 Cell: 904-514-8699

Customer # : 221853
Invoice Date : 03/25/21
Date Out : 03/10/21 02:00 PM
Billed Through : 04/07/21 00:00
UR Job Loc : SR200 & TRIBUTARY DR
UR Job # : 400
Customer Job ID:
P.O. # : 1709
Ordered By : ED ROGERS
Reserved By : ALBERT STERNER
Salesperson : MATTHEW SAYRE

Invoice Amount: \$1,953.20

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10660165	SWEEPER RIDE ON 8' WINDROW 3 WHEEL Make: LAY-MOR Model: SM300 Serial: 38478 Meter out: 294.00 Meter in: .00	295.00	295.00	775.00	1,698.00	1,698.00

Rental Subtotal: 1,698.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI] 33.960	EACH	33.96
1	PICKUP CHARGE	100.000	EACH	100.00

Sales/Misc Subtotal: 133.96

Agreement Subtotal: 1,831.96

Tax: 121.24

Total: 1,953.20

COMMENTS/NOTES:

CONTACT: ED RODGERS
CELL#: 904-334-0324
TIM TO DROP OFF
ED 904 334-0324

Billing period: 28 Days From 3/10/21 02:00 PM Thru 4/07/21 02:00 PM



Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



21 West Church Street
Jacksonville, FL 32202-3139

PORTABLE FIRE HYDRANT METER PERMIT APPLICATION

PERMISSION IS GRANTED TO:

Company Name: Auld & White Constructors LLC
 Federal Id#: 20-3774396 JEA Account Number: 7067524200
 Company Corporate Address: 4168 Southpoint Pwky Ste 101 Jacksonville, FL 32216
 All Usage Location(s): 76117 Tributary Dr., Yulee, FL 32097
 RE#: 10-2N-26-2010-OTR4-0000

**** This permit is valid only for the location(s) listed. The customer must report meter readings to JEA monthly and exchange the meter every six months – no exceptions. Failure to comply with the attached Policy and Procedures will result in cancellation of the permit application, forfeiture of the deposit, and confiscation of the meter.**

Purpose: construction activity
 Meter Size: 2 inch meter Anticipated Job Completion Date: 3/31/2022
 Contact Person Regarding Billing Inquiries: Melanie Hill
 Business Phone #: 904-296-2555 Cell Phone #: _____ Email: mhill@auld-white.co
 Billing Address: 4168 Southpoint Pwky Suite 101
 City: Jacksonville State: FL Zip: 32216
 Remarks: _____

FOR JEA USE ONLY -- PLEASE DO NOT WRITE BELOW THIS LINE -- FOR JEA USE ONLY

PREMISES ADDRESS: 01599 FIRE HYDRANT METER WAY, JACKSONVILLE, FL 32202

PERMIT FEE: \$ 25.00

DEPOSIT FEE: \$ 1,500.00

Issued By: [Signature] Date: 05/24/21 Check Number: 3163 TOTAL \$ 1,525.00

Pay Event: 706175929829 CURRG
 05-24-2021 7067524200 5
 1525.00

WRENCH NEEDED: YES NO

United Rentals

DBA Reliable Onsite Services
BRANCH 34D
2619 ROLAC RD
JACKSONVILLE FL 32207-7916
904-450-4440

1709 / RSN - JTD
01312.01 / 90.95

4 WEEK BILLING INVOICE

187461721-006



Job Site

TRIBUTARY AMENITY CENTER
SR200 & TRIBUTARY DR
WEST OF I-95 ON THE SOUTHSIDE
YULEE FL 32097
Office: 904-296-2555 Cell: 904-514-8699

Customer # : 221853
Invoice Date : 03/16/21
Date Out : 10/26/20 06:36 PM
Billed Through : 04/12/21 00:00
UR Job Loc : SR200 & TRIBUTARY DR
UR Job # : 400
Customer Job ID:
P.O. # : 1709
Ordered By : ROCCO STEFANELL
Reserved By : CHRISTA CAREY
Salesperson : ALBERT TIM STERNER

4.1.1248 1 MB 0.447 68158S21.p01 518484 1-2 0



AULD & WHITE CONSTRUCTION INC
4168 SOUTHPOINT PKWY S STE 101
JACKSONVILLE FL 32216-0979

Invoice Amount: \$90.95

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84842
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	600/2410	STANDARD PORTABLE RESTROOM Includes 1x weekly service		85.00	85.00	85.00	85.00
1	075/2070	SERVICE - PORTABLE RESTROOM					N/C
							Rental Subtotal: 85.00
							Agreement Subtotal: 85.00
							Tax: 5.95
							Total: 90.95

COMMENTS/NOTES:

CONTACT: ROCCO STEFANELL
CELL#: 904-514-8699

Billing period: 28 Days From 3/15/21 06:36 PM Thru 4/12/21 06:36 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-724-4125
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT



Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



8619 Western Way
Jacksonville FL 32256-036060

Customer Service (904) 731-2456
RepublicServices.com/Support

Important Information

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Account Number 3-0687-0016787
Invoice Number 0687-001134838
Invoice Date April 15, 2021
Past Due on 04/15/21 **\$3,800.84**
Payments/Adjustments -\$1,356.85
Current Invoice Charges **\$548.82**

Total Amount Due \$2,992.81	Payment Due Date Past Due
--	--

1709 | 7514
01514.01 | 548.82

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 04/06	2247	-\$1,356.85

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Auld & White Constructors, Llc. 76249 Tributary Dr CSA A216744017 Yulee, FL				
1 Waste Container 20 Cu Yd, On Call Service Construction/Demolition Debris				
Extra Tonnage 04/14	74517	3.2300Tons	\$55.00	\$177.65
Receipt Number 1864				
Pickup Service 04/14	Tim	1.0000	\$300.00	\$300.00
Receipt Number 1864				
Total Fuel Recovery Fee				\$71.17
CURRENT INVOICE CHARGES, Due by May 05, 2021				\$548.82



Simple account access at your fingertips.

Download the Republic Services app or visit RepublicServices.com today.



Past Due	30 Days \$2,443.99	60 Days \$0.00	90+ Days \$0.00
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8619 Western Way
Jacksonville FL 32256-036060

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

Total Amount Due **\$2,992.81**
Payment Due Date **Past Due**
Account Number **3-0687-0016787**
Invoice Number **0687-001134838**

For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:



AULD AND WHITE
ROCO STEFANELL
4168 SOUTHPOINT PKWY S
STE 101
JACKSONVILLE FL 32216-0966

00012759
M104



REPUBLIC SERVICES #687
PO BOX 9001099
LOUISVILLE KY 40290-1099

30687001678700000011348380000548820002992819

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B VII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **42**
- (2) Name of Payee pursuant to Acquisition Agreement:
Bio-Tech Consulting, Inc.
- (3) Amount Payable: **\$1,012.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Inv #161594 – Three Rivers Boardwalk**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

or

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



Invoice

Invoice #: 161594
Invoice Date: 5/19/2021
Project Manager: JM
Project #: 1138-01 Thr...
Contract #: 20-817

Bill To:

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

Project Name: Three Rivers Boardwalk
 (20-817)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	26-01	ACOE - Pre-App Meeting	600.00	600.00		0.0	0.00%	0.00
	26-00	ACOE - Coordination	2,000.00	2,000.00	472.50	0.0	23.63%	0.00
	20-01	SJRWMD - Pre-App Meeting	600.00	600.00	600.00	0.0	100.00%	0.00
	20-17	SJRWMD - Permit Modification	3,375.00	3,375.00	405.00	0.0	12.00%	0.00
	20-18	SJRWMD - Permit Modification RAI	3,375.00	3,375.00	135.00	0.0	4.00%	0.00
	65-00	General Coordination - ***TOTAL***	0.00	135.00		7.5		1,012.50
4/1/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination				1.0		
4/7/2021	65-00PM	General Coordination -Coordinate with Mike at Greenpoint and begin analysis on mitigation for two commercial impact areas.				1.5		
4/8/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination				2.0		
4/8/2021	65-00PM	General Coordination - Coordinate with Mike at Greenpoint and begin analysis on mitigation for two commercial impact areas.				0.5		
4/15/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination				1.0		
4/21/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination				1.0		
4/28/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination				0.5		

We appreciate your business!

Current Charges	\$1,012.50
Payments/Credits	\$0.00
Invoice Total	\$1,012.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B VIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **43**
- (2) Name of Payee pursuant to Acquisition Agreement:

Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$17,530.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **May 2021 – Invoices #2021-4699, #2021-4659, #2021-4657 & #2021-4658**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

***** INVOICE *****



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

Date: June 1, 2021

Invoice Number 2021-4699

Services Provided 5/1/21 – 5/31/21

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

Reference: Three Rivers CDD, Engineering During Construction
Phase 1A, Units 1, 2, 3 & 4
Three Rivers DRI, Nassau County, FL
DEG Project Number 2106.005

Task 2 Construction Phase Services NTE \$25,000

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	3	\$300.00
Engineer	\$125	0	\$0.00
Principal	\$180	4	\$720.00
TOTAL		7	\$1,020.00

Subtotal \$1,020.00

1. Reviewed Pay Application
2. Coordination meeting on site w/owner and Vallencourt on May 6 & 20, 2021
3. Unit 6 shop drawing review ongoing

Task 3 Site Visit (68 visits @ \$750/visit)

\$51,000.00

Activity	Billing Amount (per visit)	Total Visits this period	Total Due
Site Visit	\$750	2	\$1,500.00
TOTAL		2	\$1,500.00

Subtotal \$2,520.00

Site Visit April 6 & 20

Amount Due \$2,520.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

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

***** INVOICE *****



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

Date: June 1, 2021

Invoice Number 2020-4696

Services Provided 5/1/21 – 5/31/21

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

Reference: Master Planning Services
Tributary (Three Rivers CDD), Nassau County, FL
DEG Project Number 2106.009

Task 1 Master Planning

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$50	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	5	\$625.00
Principal	\$180	0	\$0.00
TOTAL		5	\$625.00

1. Revise site plan for Units 24 & 26
2. Revise site boundary for Units 24 & 26

Total Amount Due \$625.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

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

***** INVOICE *****



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

Date: June 1, 2021

Invoice Number 2021-4659

Net 15 days

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

**Reference: Offsite Water Main Extension and Second Entrance
 Tributary, Nassau County, FL
 DEG Project Number 2106.010**

Task 1 Offsite Water Main Extension & 2nd Entrance Design \$35,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$35,000.00	0	\$35,000.00	70	\$24,500.00	\$24,500.00	\$0.00

Task 2a Nassau County Permitting \$3,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3,000.00	0	\$3,000.00	0	\$0.00	\$0.00	\$0.00

Task 2b JEA (water & reuse) Permitting \$2,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$2,000.00	0	\$2,000.00	20	\$400.00	\$400.00	\$0.00

Task 2c FDOT Permitting

\$4,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,000.00	0	\$4,000.00	20	\$800.00	\$0.00	\$800.00

Amount Due \$800.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

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

***** INVOICE *****



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

Date: June 1, 2021

Invoice Number 2021-4657

Net 15 days

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

Reference: Tributary Unit 16A & 16B
Engineering and Permitting
Nassau County, FL
DEG Project Number 2106.011

Task 1 Preliminary Engineering \$16,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$16,500.00	0	\$16,500.00	50	\$8,250.00	\$0.00	\$8,250.00

Task 2 Final Site Planning & DRC Submittal \$3,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3,500.00	0	\$3,500.00	0	\$0.00	\$0.00	\$0.00

Task 3 SJRWMD Design & Permitting \$26,240.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$26,240.00	0	\$26,240.00	0	\$0.00	\$0.00	\$0.00

Task 4 Final Engineering & Design

\$49,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$49,200.00	0	\$49,200.00	0	\$0.00	\$0.00	\$0.00

Task 5a Permitting- ERP

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	0	\$0.00	\$0.00	\$0.00

Task 5b Permitting- Nassau County

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	0	\$0.00	\$0.00	\$0.00

Task 5c Permitting JEA & FDEP

\$6,560.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,560.00	0	\$6,560.00	0	\$0.00	\$0.00	\$0.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$12,000.00

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$135	0	\$0.00
Principal	\$185	0	\$0.00
TOTAL		0	\$0.00

Total Amount Due \$8,250.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

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

***** INVOICE *****



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

Date: June 1, 2021
 Invoice Number 2021-4658
 Net 15 days

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

Reference: Tributary Unit 17
Engineering and Permitting
Nassau County, FL
DEG Project Number 2106.012

Task 1 Preliminary Engineering \$10,670.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$10,670.00	0	\$10,670.00	50	\$5,335.00	\$0.00	\$5,335.00

Task 2 Final Site Planning & FDP Submittal \$5,500.00

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

Task 3 SJRWMD Design & Permitting \$15,520.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	0	\$0.00	\$0.00	\$0.00

Task 4 Final Engineering & Design

\$29,100.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$29,100.00	0	\$29,100.00	0	\$0.00	\$0.00	\$0.00

Task 5a Permitting- ERP

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.00	0	\$0.00	\$0.00	\$0.00

Task 5b Permitting- Nassau County

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.000.00	0	\$0.00	\$0.00	\$0.00

Task 5c Permitting JEA & FDEP

\$3,880.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3880.00	0	\$3,880.00	0	\$0.00	\$0.00	\$0.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$12,500.00

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$135	0	\$0.00
Principal	\$185	0	\$0.00
TOTAL		0	\$0.00

Total Amount Due \$5,335.00

PM REVIEW: initials (____)

Select Contract Term Regarding Invoicing:

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **44**
- (2) Name of Payee pursuant to Acquisition Agreement:

Hopping Green & Sams
- (3) Amount Payable: **\$2,019.36**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Project Construction Services for March - Invoice #121654**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

April 30, 2021

Three Rivers CDD
C/O Wrathell, Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Bill Number 122654
Billed through 03/31/2021

Project Construction

3RCDD 00103 WSH

FOR PROFESSIONAL SERVICES RENDERED

03/05/21	WSH	Confer with Kern regarding RFP opening; prepare correspondence to Schaefer regarding same; begin review of proposals.	0.70 hrs
03/10/21	WSH	Review proposals for Unit Six RFP; review protest and prepare Addenda Number Two; confer with O'Reilly and Schaeffer.	1.30 hrs
03/11/21	WSH	Prepare engineer certification; confer with Kern regarding change order; review additional proposal.	0.80 hrs
03/12/21	WSH	Confer with Schaefer regarding addendum number two and response to inquiry; review proposals.	0.80 hrs
03/16/21	WSH	Confer with Kern regarding review of RFP responses for Unit 6.	0.50 hrs
03/17/21	WSH	Confer with Kern regarding review of RFP proposals; research issues regarding same.	0.80 hrs
03/18/21	WSH	Confer with Kern and O'Reilly regarding review and evaluation of RFP responses; prepare notices of award.	0.70 hrs
03/19/21	WSH	Confer with Schaeffer regarding notice of award letters.	0.30 hrs
03/22/21	WSH	Review correspondence from Petticoat and confer with Schaefer regarding same.	0.40 hrs
03/23/21	WSH	Confer with O'Reilly regarding requests from Petticoat.	0.40 hrs
Total fees for this matter			\$2,010.00

DISBURSEMENTS

Conference Calls	9.36
Total disbursements for this matter	\$9.36

MATTER SUMMARY

Haber, Wesley S.	6.70 hrs	300 /hr	\$2,010.00
TOTAL FEES			\$2,010.00
TOTAL DISBURSEMENTS			\$9.36

=====

TOTAL CHARGES FOR THIS MATTER -----
\$2,019.36

BILLING SUMMARY

Haber, Wesley S.	6.70 hrs	300 /hr	\$2,010.00
------------------	----------	---------	------------

TOTAL FEES	\$2,010.00
------------	------------

TOTAL DISBURSEMENTS	\$9.36
---------------------	--------

TOTAL CHARGES FOR THIS BILL -----
\$2,019.36

Please include the bill number with your payment.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **45**
- (2) Name of Payee pursuant to Acquisition Agreement:
Nassau County Board of County Commissioners
- (3) Amount Payable: **\$15,070.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Phase 1-A unit 6 Invoice #042321**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

or

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



Nassau County Engineering Services
96161 Nassau Place
Yulee, Florida 32097

INVOICE

DATE:

April 23, 2021

MAKE CHECKS PAYABLE TO:

Nassau County Board of County Commissioners

MAIL TO:

Nassau County Engineering Services Department

Attn.:

96161 Nassau Place

Yulee, Florida 32097

Tributary Phase 1-A unit 6 (168 Lots)

DESCRIPTION	PRICE	AMOUNT
STORM SEWER AND UNDERDRAINS INTERIM / FINAL	2511.66	2511.66
ROADWAY SUBGRADE INTERIM / FINAL	2511.66	2511.66
ROADWAY CURB AND CONCRETE WORK INTERIM / FINAL	2511.67	2511.67
ROADWAY BASE COURSE INTERIM / FINAL	2511.67	2511.67
ROADWAY SURFACE COURSE INTERIM / FINAL	2511.67	2511.67
FINAL INSPECTION	2511.67	2511.67
TOTAL AMOUNT TO BE PAID		\$15,070.00

Phone
(904) 530-6225

Fax
(904) 491-3611

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

4

Three Rivers Community Development District

Special Assessment Bonds, Series 2021B

(Units 5 & 6)

Draft as of May 17, 2021

May-21

S	M	Tu	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jun-21

S	M	Tu	W	TH	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Jul-21

S	M	Tu	W	TH	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug-21

S	M	Tu	W	TH	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Date	Event	Responsibility
Week of May 31 st	<ul style="list-style-type: none"> Distribute draft of Supplemental Engineer's Report Distribute draft of Preliminary Assessment Methodology Distribute draft of Supplemental Indenture Distribute draft of Delegation Resolution 	DE AC BC BC
Week of June 7 th	<ul style="list-style-type: none"> Distribute drafts of PLOM, BPA, CDA Distribute drafts of True-Up Agreement, Completion Agreement, Collateral Assignment Agreement and Declaration of Consent 	UW/UC DC
June 17 th	<p>Regular Board Meeting – Necessary Actions</p> <ul style="list-style-type: none"> Present Supplemental Engineer's Report and Preliminary Assessment Methodology Report Present Delegation Resolution (with attachments including Supplemental Indenture, PLOM, BPA and CDA) 	All Parties
Week of June 21 st	<ul style="list-style-type: none"> Print and mail the PLOM 	UW/UC
Week of June 28 th	<p>Pricing of the Bonds</p> <ul style="list-style-type: none"> Distribute FINAL bond sizing Execute BPA Distribute final drafts of all documents required for printing the LOM Distribute all documents, certificates, opinions, etc. necessary to close 	UW UW UW/ Chairman All Parties
Week of July 5 th	<ul style="list-style-type: none"> Finalize LOM and all attachments Print LOM Provide final comments to all documents, certificates, opinions, etc. necessary to close Finalize all documents, certificates, opinions, etc. necessary to close 	All Parties UW/UC All Parties
July 15 th	<p>Regular Board Meeting – Necessary Actions</p> <ul style="list-style-type: none"> Present all final documents necessary to close 	All Parties
July 19 th	<p>Pre-close (immediately following board meeting)</p> <ul style="list-style-type: none"> Sign all documents, certificates, opinions, etc. necessary to close <p>Fund and Close (via phone)</p>	All Parties T/UW

Three Rivers Community Development District

Special Assessment Bonds, Series 2021B

(Units 5 & 6)

Draft as of May 17, 2021

May-21

S	M	Tu	W	TH	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
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30	31					

Jun-21

S	M	Tu	W	TH	F	S
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27	28	29	30			

Jul-21

S	M	Tu	W	TH	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug-21

S	M	Tu	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Key	Description	Key	Description
D	Developer	AC	Assessment Consultant
DM	District Manager	T	Trustee
BC	Bond Counsel	TC	Trustee Counsel
UW	Underwriter	DC	District Counsel
UC	Underwriter's Counsel	DE	Engineer

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

5

June 11, 2021

Three Rivers Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: Mr. Craig A. Wrathell, President and Partner

**Reference: Three Rivers Community Development District
Interim District Engineer – Work Authorization
ETM No. 21-223-99**

Dear Mr. Wrathell:

England, Thims & Miller, Inc. is pleased to submit this proposal for interim District Engineer services for Three Rivers Community Development District, located in Nassau County, Florida. Services shall include, but are not limited to:

1. General Consulting Services
2. Supplemental Engineers Report Preparation
3. Attendance at Meetings of the District's Board of Supervisors
4. Attendance at Meetings as requested for bond issuance, special reports, feasibility studies, cost estimates, or other tasks
5. Any other items requested by the Board of Supervisors

FEE..... HOURLY
(Budget Estimate - \$25,000.00)

Expenses:

Costs such as final printing, delivery service, mileage and travel shall be invoiced at direct cost.

Reference: Interim District Engineer
ETM No.: 21-223-99

**ENGLAND-THIMS & MILLER, INC.
HOURLY FEE SCHEDULE – 2021**

Principal – CEO/CSO/President	\$265.00/Hr.
Principal – Vice President	\$245.00/Hr.
Senior Engineer	\$195.00/Hr.
Engineer	\$157.00/Hr.
Project Manager	\$180.00/Hr.
Assistant Project Manager	\$147.00/Hr.
Senior Planner	\$182.00/Hr.
Planner	\$149.00/Hr.
CEI Project Manager.....	\$165.00/Hr.
CEI Senior Inspector.....	\$148.00/Hr.
CEI Inspector	\$120.00/Hr.
Senior Landscape Architect.....	\$168.00/Hr.
Landscape Architect	\$150.00/Hr.
Senior Graphics Technician.....	\$149.00/Hr.
GIS Programmer	\$160.00/Hr.
GIS Analyst	\$133.00/Hr.
Senior Engineering Designer / Senior LA Designer	\$151.00/Hr.
Engineering/Landscape Designer	\$131.00/Hr.
CADD/GIS Technician	\$121.00/Hr.
Administrative Support	\$84.00/Hr.
Accountant.....	\$102.00/Hr.

Work and general conditions shall be in accordance with the Cordova Palms Engineering Services Agreement.

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Yours sincerely,

ENGLAND, THIMS & MILLER, INC.

Scott A. Wild, P.E.
Executive Vice President / Shareholder

Accepted this _____ day

of _____, 2021

By: _____

For: _____

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2021**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2021**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS							
Cash	\$ 5,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,660
Investments							
Revenue	-	716,786	-	1	-	-	716,787
Reserve	-	1,001,064	74,812	165,600	-	-	1,241,476
Prepayment	-	-	768,122	1,195,580	-	-	1,963,702
Construction	-	-	-	-	-	1,183,240	1,183,240
Construction - master	-	-	-	-	4,857	-	4,857
Construction - neighborhood	-	-	-	-	1	-	1
Cost of issuance	-	-	-	22,901	-	-	22,901
Capitalized interest	-	-	-	122,361	-	-	122,361
Interest	-	-	36,224	-	-	-	36,224
Undeposited funds	14,737	-	-	-	-	-	14,737
Due from Three Rivers Developers	12,610	82,799	15,456	-	-	65,935	176,800
Due from Dream Finders Homes	-	23,497	-	-	-	-	23,497
Due from Richmond American Homes	-	41,788	-	-	-	-	41,788
Utility deposit	1,125	-	-	-	-	-	1,125
Total assets	<u>\$ 34,132</u>	<u>\$ 1,865,934</u>	<u>\$ 894,614</u>	<u>\$ 1,506,443</u>	<u>\$ 4,858</u>	<u>\$ 1,249,175</u>	<u>\$ 5,555,156</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 19,110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,110
Contracts payable	-	-	-	-	-	1,258,084	1,258,084
Retainage payable	-	-	-	-	722,006	170,180	892,186
Accrued wages payable	1,600	-	-	-	-	-	1,600
Accrued taxes payable	122	-	-	-	-	-	122
Developer advance	10,000	-	-	-	-	-	10,000
Total liabilities	<u>30,832</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>722,006</u>	<u>1,428,264</u>	<u>2,181,102</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	12,610	148,084	15,456	-	-	65,935	242,085
Total deferred inflows of resources	<u>12,610</u>	<u>148,084</u>	<u>15,456</u>	<u>-</u>	<u>-</u>	<u>65,935</u>	<u>242,085</u>
FUND BALANCES							
Assigned:							
Restricted for							
Debt service	-	1,717,850	879,158	1,506,443	-	-	4,103,451
Capital projects	-	-	-	-	(717,148)	(245,024)	(962,172)
Unassigned	(9,310)	-	-	-	-	-	(9,310)
Total fund balances	<u>(9,310)</u>	<u>1,717,850</u>	<u>879,158</u>	<u>1,506,443</u>	<u>(717,148)</u>	<u>(245,024)</u>	<u>3,131,969</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 34,132</u>	<u>\$ 1,865,934</u>	<u>\$ 894,614</u>	<u>\$ 1,506,443</u>	<u>\$ 4,858</u>	<u>\$ 1,249,175</u>	<u>\$ 5,555,156</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution	\$ 14,738	\$ 48,171	\$ 268,602	18%
Total revenues	<u>14,738</u>	<u>48,171</u>	<u>268,602</u>	18%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	3,400	12,000	28%
FICA	-	260	918	28%
Engineering	-	3,525	12,000	29%
Attorney	-	2,888	25,000	12%
Arbitrage	-	-	450	0%
Assessment administration	417	2,917	5,000	58%
Dissemination agent	83	583	1,000	58%
Trustee	-	4,041	5,000	81%
Audit	1,000	1,000	4,200	24%
Management	3,750	26,250	45,000	58%
Website maintenance	-	-	1,680	0%
ADA website compliance*	-	-	210	0%
Telephone	45	317	544	58%
Postage	19	35	1,000	4%
Insurance	-	5,381	6,000	90%
Printing & binding	167	1,167	2,000	58%
Legal advertising	235	2,875	5,000	58%
Other current charges	5	49	800	6%
Office supplies	-	-	625	0%
Dues, licenses & subscriptions	-	175	175	100%
Total professional & administrative	<u>5,721</u>	<u>54,863</u>	<u>128,602</u>	43%
Operations & maintenance				
Landscape maintenance	-	-	65,000	0%
Landscape contingency	-	-	7,000	0%
Utilities	3,405	6,438	50,000	13%
Lake/stormwater maintenance	-	-	8,000	0%
Irrigation repairs	-	-	10,000	0%
Total operations & maintenance	<u>3,405</u>	<u>6,438</u>	<u>140,000</u>	5%
Total expenditures	<u>9,126</u>	<u>61,301</u>	<u>268,602</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	5,612	(13,130)	-	
Fund balances - beginning	(14,922)	3,820	-	
Fund balances - ending	<u>\$ (9,310)</u>	<u>\$ (9,310)</u>	<u>\$ -</u>	

*The expenses were previously budgeted for and reflected in Information technology, and have now been split accordingly

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 466,423	\$ 466,423	\$ 1,000,506	47%
Lot closing	226,952	244,434	-	N/A
Interest	5	41	5,000	1%
Total revenues	693,380	710,898	1,005,506	71%
EXPENDITURES				
Debt service				
Principal	-	-	270,000	0%
Interest 11/1	-	367,753	367,753	100%
Interest 5/1	-	-	367,753	0%
Total debt service	-	367,753	1,005,506	37%
Excess/(deficiency) of revenues over/(under) expenditures	693,380	343,145	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(4,409)	-	N/A
Total other financing sources	-	(4,409)	-	N/A
Net change in fund balances	693,380	338,736	-	
Fund balances - beginning	1,024,470	1,379,114	1,383,738	
Fund balances - ending	\$ 1,717,850	\$ 1,717,850	\$ 1,383,738	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-2 BONDS
FOR THE PERIOD ENDED APRIL 30, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 7,772	\$ 7,772	\$ 74,812	10%
Assessment prepayments	699,592	1,055,120	-	N/A
Lot closing	94,014	98,235	-	N/A
Interest	-	11	-	N/A
Total revenues	<u>801,378</u>	<u>1,161,138</u>	<u>74,812</u>	1552%
EXPENDITURES				
Debt service				
Interest 11/1	-	37,406	37,406	100%
Interest 5/1	-	6,591	37,406	18%
Principal prepayment	-	570,000	-	N/A
Total debt service	<u>-</u>	<u>613,997</u>	<u>74,812</u>	821%
Excess/(deficiency) of revenues over/(under) expenditures	801,378	547,141	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(448)	-	N/A
Total other financing sources	<u>-</u>	<u>(448)</u>	<u>-</u>	N/A
Net change in fund balances	801,378	546,693	-	
Fund balances - beginning	77,780	332,465	113,497	
Fund balances - ending	<u>\$ 879,158</u>	<u>\$ 879,158</u>	<u>\$ 113,497</u>	

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

	Current Month	Year To Date
REVENUES		
Assessment prepayments	\$ 563,953	\$ 563,953
Lot closing	631,627	631,627
Interest	3	3
Total revenues	1,195,583	1,195,583
EXPENDITURES		
Debt service		
Cost of issuance	-	155,790
Total debt service	-	155,790
Excess/(deficiency) of revenues over/(under) expenditures	1,195,583	1,039,793
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	540,250
Underwriter's discount	-	(73,600)
Total other financing sources	-	466,650
Net change in fund balances	1,195,583	1,506,443
Fund balances - beginning	310,860	-
Fund balances - ending	\$ 1,506,443	\$ 1,506,443

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED APRIL 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ -	\$ 1,195,425
Interest	-	28
Total revenues	<u>-</u>	<u>1,195,453</u>
EXPENDITURES		
Capital outlay - master	-	16,125
Capital outlay - neighborhood	-	1,431,220
Total expenditures	<u>-</u>	<u>1,447,345</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(251,892)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	4,857
Total other financing sources/(uses)	<u>-</u>	<u>4,857</u>
Net change in fund balances	-	(247,035)
Fund balances - beginning	<u>(717,148)</u>	<u>(470,113)</u>
Fund balances - ending	<u><u>\$ (717,148)</u></u>	<u><u>\$ (717,148)</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021 BONDS
FOR THE PERIOD ENDED APRIL 30, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 11	\$ 22
Total revenues	<u>11</u>	<u>22</u>
EXPENDITURES		
Capital outlay	<u>1,431,700</u>	<u>3,384,796</u>
Total expenditures	<u>1,431,700</u>	<u>3,384,796</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,431,689)	(3,384,774)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	<u>-</u>	<u>3,139,750</u>
Total other financing sources/(uses)	<u>-</u>	<u>3,139,750</u>
Net change in fund balances	(1,431,689)	(245,024)
Fund balances - beginning	1,186,665	-
Fund balances - ending	<u>\$ (245,024)</u>	<u>\$ (245,024)</u>

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

7

DRAFT

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

The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on May 20, 2021 at 3:00 p.m., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034.

Present and constituting a quorum were:

Liam O'Reilly	Chair
Mike Taylor	Vice Chair
Rose Bock	Assistant Secretary
Greg Kern	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Wes Haber (via telephone)	District Counsel
Bill Schaeffer	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 3:01 p.m. Supervisors O'Reilly, Taylor, Bock and Kern were present, in person. Supervisor Miars was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Consent Agenda

Mr. Wrathell presented the following Consent Agenda Items:

- A. Ratification of Contract(s) / Proposal(s) / Change Order(s) / Purchase Order(s) / Requisition(s) (support documentation available upon request)**

- 37 I. ECS Florida, LLC, Proposal for Subsurface Exploration and Geotechnical
- 38 Engineering Services
- 39 II. Change Order No. 2: Auld & White Constructors, LLC [\$0.00]
- 40 III. Auld & White Constructors, LLC, Guaranteed Maximum Price Amendment for
- 41 Tributary Amenity Center
- 42 B. Consideration of Requisitions (*support documentation available upon request*)
- 43 I. Requisition Number 23: Bio-Tech Consulting, Inc. [\$742.50]
- 44 II. Requisition Number 24: Auld & White Constructors, LLC [\$211,991.17]
- 45 III. Requisition Number 25: Dominion Engineering Group, Inc. [\$20,762.50]
- 46 IV. Requisition Number 26: Forterra Pipe & Precast, LLC [\$1,313.27]
- 47 V. Requisition Number 27: Rinker Materials [\$1,372.72]
- 48 VI. Requisition Number 28: Vallencourt Construction Co., Inc. [\$1,010,355.79]
- 49 VII. Requisition Number 29: Forterra Pipe & Precast, LLC [\$2,626.54]
- 50 VIII. Requisition Number 30: Auld & White Constructors, LLC [\$181,026.91]
- 51 IX. Requisition Number 31: Dominion Engineering Group, Inc. [\$10,690.20]
- 52 X. Requisition Number 32: ECS Florida, LLC [\$21,900.00]
- 53 XI. Requisition Number 33: Ferguson Waterworks [\$101,947.00]
- 54 XII. Requisition Number 34: Hopping Green & Sams [\$987.50]
- 55 XIII. Requisition Number 35: Vallencourt Construction Co., Inc. [\$1,303,368.23]

56

57 **On MOTION by Mr. O'Reilly and seconded by Mr. Kern, with all in favor, the**
58 **Consent Agenda Items, were ratified and/or approved.**

59

60

61 **FOURTH ORDER OF BUSINESS**

62 **Consideration of Resolution 2021-05,**
63 **Approving Proposed Budgets for Fiscal**
64 **Year 2021/2022 and Setting a Public**
65 **Hearing Thereon Pursuant to Florida Law;**
66 **Addressing Transmittal, Posting and**
67 **Publication Requirements; Addressing**
68 **Severability; and Providing an Effective**
69 **Date**

70 Mr. Wrathell presented Resolution 2021-05. He discussed the following regarding the
71 proposed Fiscal Year 2022 budget:

- 72 ➤ On-roll and off-roll assessments, as currently contemplated, were reflected but the
73 figures would be updated, if necessary, once the Property Appraiser roll is received in June and
74 as lots are platted and sold.
- 75 ➤ Operation and Maintenance (O&M) and Amenity expenses, how the assessments were
76 derived and the per unit breakdown in relation to the on-roll and off-roll units.

77 Mr. Wrathell reviewed the proposed Fiscal Year 2022 budget, highlighting any line item
78 increases, decreases and adjustments, compared to the Fiscal Year 2021 budget, and explained
79 the reasons for any adjustments. He noted that a Field Operations Manager was budgeted
80 and, probably before the budget public hearing, a proposal would be obtained from the HOA's
81 Management Company to serve as the District's Field Operations Manager but it would
82 probably not go into effect until January 2022. He discussed the bond amortization schedules
83 for the various bond Series'.

84

85 **On MOTION by Mr. O'Reilly and seconded by Mr. Kern, with all in favor,**
 86 **Resolution 2021-05, Approving Proposed Budgets for Fiscal Year 2021/2022**
 87 **and Setting a Public Hearing Thereon Pursuant to Florida Law for August 19,**
 88 **2021 at 3:00 p.m., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle,**
 89 **Fernandina Beach, Florida 32034; Addressing Transmittal, Posting and**
 90 **Publication Requirements; Addressing Severability; and Providing an Effective**
 91 **Date, was adopted.**

92

93

94 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-06,
Designating Dates, Times and Locations for
Regular Meetings of the Board of
Supervisors of the District for Fiscal Year
2021/2022 and Providing for an Effective
Date**

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101 Mr. Wrathell presented Resolution 2021-06.

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On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, Resolution 2021-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Authorization of RFQ for Engineering Services

Mr. Wrathell presented the Request for Qualifications (RFQ) for Engineering Services.

On MOTION by Mr. O’Reilly and seconded by Ms. Bock, with all in favor, the RFQ for Engineering Services, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-07, Approving Request for Qualifications Documents for the District’s County Park, Fire Station, and Community Amenities Project; Providing a Severability Clause; and Providing an Effective Date

Mr. Wrathell presented Resolution 2021-07. Mr. Haber noted that this Resolution designates authority to the Chair and Vice Chair related to the approval of an RFQ package and the scope and timing of projects; it is slightly more involved than a typical RFQ for professional services.

On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, Resolution 2021-07, Approving the Request for Qualifications Documents for the District’s County Park, Fire Station, and Community Amenities Project; Providing a Severability Clause; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2021

Mr. Wrathell presented the Unaudited Financial Statements as of March 31, 2021. The following change was made:

142 Page 7 Title: Change "Series 2019" to "Series 2021"

143

144 **On MOTION by Mr. O'Reilly and seconded by Mr. Taylor, with all in favor, the**
145 **Unaudited Financial Statements as of March 31, 2021, as amended, were**
146 **accepted.**

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149 **NINTH ORDER OF BUSINESS**

**Consideration of March 18, 2021 Regular
Meeting Minutes**

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152 Mr. Wrathell presented the March 18, 2021 Regular Meeting Minutes.

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154 **On MOTION by Mr. Taylor and seconded by Mr. Kern, with all in favor, the**
155 **March 18 Regular Meeting Minutes, as presented, were approved.**

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158 **TENTH ORDER OF BUSINESS**

Staff Reports

159

160 **A. District Counsel: *Hopping Green & Sams, P.A.***

161 Mr. Haber stated that he discussed a work authorization with Mr. Schaeffer and
162 recommended ratification.

163 **B. District Engineer: *Dominion Engineering Group, Inc.***

164 **▪ Ratification of Work Authorization for Unit 16 and Unit 17**

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

166 Mr. Schaeffer discussed the Work Authorization and the attached proposals for Units 16
167 and 17. The efforts for Units 16 and 17 are to do the preliminary layout and design, final design
168 and obtain approval from the local agencies for construction of those units. Unit 17 is for
169 single-family homes and Unit 16 is for townhomes.

170

171 **On MOTION by Mr. O'Reilly and seconded by Mr. Kern, with all in favor, the**
172 **Work Authorization for Engineering Services, containing a proposal for Unit 16**
173 **and a proposal Unit 17, in substantial form, was ratified.**

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175

176 **▪ Consideration of Change Orders**

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

178 Mr. Schaeffer presented the following deductive Change Orders to the contract, related
179 to Units 1 and 3, for owner-direct materials purchases:

180 Change Order No. 9: Vallencourt Construction Co., Inc.

181 Change Order No. 10: Vallencourt Construction Co., Inc.

182 Change Order No. 11: Vallencourt Construction Co., Inc.

183 Change Order No. 12: Vallencourt Construction Co., Inc.

184

185 **On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor,**
186 **Vallencourt Construction Co., Inc., Deductive Change Orders No. 9, 10, 11 and**
187 **12, in substantial form, subject to the County tax being corrected, were**
188 **approved.**

189

190 Mr. Schaeffer reported that a lot of constructions was underway on site. The Amenity
191 Center site use was approved, building permitting was in process and construction was
192 expected to commence soon. He discussed the construction underway in Units 4 and Unit 6
193 and the progress for each.

194 **C. District Manager: *Wrathell, Hunt and Associates, LLC***

195 **I. 6 Registered Voters in District as of April 15, 2021**

196 **II. NEXT MEETING DATE: June 17, 2021 at 3:00 P.M.**

197 **o QUORUM CHECK**

198 The next meeting will be held on June 17, 2021 at 3:00 p.m.

199

200 **ELEVENTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

201

202 There being no Board Members’ comments or requests, the next item followed.

203

204 **TWELFTH ORDER OF BUSINESS** **Public Comments**

205

206 There being no public comments, the next item followed.

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208

209 **THIRTEENTH ORDER OF BUSINESS** **Adjournment**

210

211 There being nothing further to discuss, the meeting adjourned.

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213 **On MOTION by Ms. Bock and seconded by Mr. Taylor, with all in favor, the**
214 **meeting adjourned at 3:37 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary / Assistant Secretary

Chairman / Vice Chairman

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

8C

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2020	Virtual Regular Meeting	12:00 PM
November 19, 2020	Regular Meeting	3:00 PM
December 17, 2020 CANCELED	Regular Meeting	3:00 PM
January 21, 2021	Regular Meeting	3:00 PM
February 2, 2021	Special Meeting	1:00 PM
February 18, 2021 CANCELED	Regular Meeting	3:00 PM
March 18, 2021	Regular Meeting	3:00 PM
April 15, 2021 CANCELED	Regular Meeting	3:00 PM
May 20, 2021	Regular Meeting	3:00 PM
June 17, 2021	Regular Meeting	3:00 PM
July 15, 2021	Public Meeting	3:00 PM
August 19, 2021	Regular Public Hearing & Meeting	3:00 PM
September 16, 2021	Regular Meeting	3:00 PM