

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**July 15, 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**

July 8, 2021

Board of Supervisors  
Three Rivers Community Development District

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

The Board of Supervisors of the Three Rivers Community Development District will hold a Regular Meeting on July 15, 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. FPL Underground Distribution Facilities Installation Agreement (Tributary Phase 1A Unit 4 Design)
  - B. Consideration of Requisitions *(support documentation available upon request)*
    - I. Requisition Number 46: Ferguson Waterworks [\$27,966.96]
    - II. Requisition Number 47: Vallencourt Construction Co., Inc. [\$926,961.65]
    - III. Requisition Number 48: Dominion Engineering Group, Inc. [\$760.00]
    - IV. Requisition Number 49: Ferguson Waterworks [\$11,087.00]
    - V. Requisition Number 50: Forterra Pipe & Precast, LLC [\$1,963.00]
    - VI. Requisition Number 51: ECS Florida, LLC [\$19,350.00]
    - VII. Requisition Number 52: Rinker Materials [\$71,161.80]
    - VIII. Requisition Number 53: Ferguson Waterworks [\$34,483.20]
    - IX. Requisition Number 54: Dominion Engineering Group, Inc. [\$17,937.75]
    - X. Requisition Number 55: ELM Inc. [\$10,189.74]

4. Consideration of Response to Request for Qualifications (RFQ) for Construction Manager at Risk Services for County Park, Fire Station, and Community Amenities
  - A. Affidavit of Publication
  - B. Respondent: Auld & White Constructors, LLC
  - C. Competitive Selection Criteria/Ranking
  - D. Award of Contract
5. Consideration of Response to Request for Qualifications (RFQ) for Engineering Services
  - A. Affidavit of Publication
  - B. Respondent: England-Thims & Miller, Inc.
  - C. Competitive Selection Criteria/Ranking
  - D. Award of Contract
6. Update: Series 2021 Timeline
7. Consideration of Supplemental Engineer's Report 2021 Bonds (South Assessment Area)
8. Consideration of South Assessment Area Supplemental Special Assessment Methodology
9. Consideration of Resolution 2021-08, Supplementing Its Resolution 19-26 By Authorizing the Issuance of Its Three Rivers Community Development District Special Assessment Bonds, Series 2021B (South Assessment Area) (The "Series 2021B Bonds") in an Aggregate Principal Amount Not Exceeding \$15,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to the Chairman or Vice Chairman of the Board of Supervisors of the Issuer, Subject to Compliance with the Applicable Provisions Hereof, the Authority to Award the Sale of Such Bonds to MBS Capital Markets, LLC by Executing and Delivering to Such Underwriter a Bond Purchase Agreement and Approving the Form Thereof; Approving the Form of and Authorizing the Execution of a Supplemental Trust Indenture; Approving U.S. Bank National Association as the Trustee, Bond Registrar and Paying Agent for Such Series 2021B Bonds; Making Certain Findings; Approving the Form of Said Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in

Connection with the Issuance, Sale and Delivery of Said Bonds; Providing Certain Other Details With Respect to Said Series 2021B Bonds; And Providing An Effective Date

10. Consideration of Resolution 2021-09, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date
11. Presentation of Audited Financial Report for Fiscal Year Ended September 30, 2020, Prepared by Grau & Associates
12. Consideration of Resolution 2021-10, Hereby Accepting the Audited Financial Report for Fiscal Year Ended September 30, 2020
13. Consideration of Resolution 2021-11, Designating an Officer of the District, Ratifying Executed Documents; and Providing for an Effective Date
14. Acceptance of Unaudited Financial Statements as of May 31, 2021
15. Approval of June 17, 2021 Regular Meeting Minutes
16. 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*
    - I. Website Related Proposals
    - II. NEXT MEETING DATE: August 19, 2021 at 3:00 PM

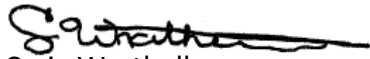
○ QUORUM CHECK

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
GREGG KERN	<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

17. Board Members' Comments/Requests
18. Public Comments
19. 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**



June 14<sup>th</sup>, 2021

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

Re: Cost to provide 120/240v single phase service to Tributary Phase 1A unit 4 – (100 lots), Yulee, FL 32097

Dear Liam,

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

The cost of this installation is \$0.00 and is broken down as follows:

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

I have enclosed a list of FPL approved contractors. You can use whoever you want to install FPL Distribution System. If you choose to use someone not on our list, a charge of \$121,580.55 will be charged up front and a credit of \$121,580.55 will be given back after FPL has pulled in its distribution system. If discrepancies from FPL design are discovered and your contractor cannot fix, FPL will fix and deduct cost from credit.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Terza', is written over a horizontal line.

Daniel Terza  
Technical Specialist I  
904-225-3004

June 14<sup>th</sup>, 2021

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

Exhibit "A" charges for Tributary Phase 1A unit 4

Charges

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

URD Charges:

Charge to serve building lots @ \$0.00/lot x 100 lots = \$0.00

Credits (Cannot exceed charges)

Tariff 10.3.3.a.2 – Credit – trench/backfill, backbone and service – 100 lots x (\$544.93) = (\$54,493.00)

Tariff 10.3.3.b.2 – Credit – install FPL conduit, backbone and service – 100 x (\$184.96) = (\$18,496.00)

Tariff 10.3.3.f – Credit – install FPL primary splice box – 4 x (\$272.05) = (\$1,088.20)

Tariff 10.3.3.g – Credit – install FPL 17" secondary handhole – 6 x (\$25.24) = (\$151.44)

Tariff 10.3.3.g – Credit - installing 24" or 30" secondary handhole – 8 x (\$71.52) = (\$572.04)

Tariff 10.2.2.h – Credit - installing Concrete Pad – 17 x (\$70.12) = (\$1,192.04)

Tariff 10.3.3.j – Credit – install FPL Feeder switch pad – 1 x (\$660.48) = (\$660.48)

Tariff 10.4.2.a.1 – Credit – trench/backfill (per foot) – 1,702' x (\$4.07) = (\$6,927.14)

Tariff 10.4.3.b.1 – Credit – install FPL conduit (per foot of 2") – 5,106 x (\$0.70) = (\$3,574.20)

Total Charges = \$37,721.97

Total Credits = \$87,154.66

Credits (Cannot exceed charges)

Credits do not apply to bore differential cost

Balance due if using FPL approved contractor = \$0.00



## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this 14<sup>th</sup> day of June, 2021 by and between Three Rivers CDD (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Tributary Phase 1A Units 4 lots 285 through 384 – Total 100 lots located in Yulee/Nassau, Florida.  
(City/County)

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

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$37,721.97 (the Contribution) to cover the differential cost between an underground and an overhead system This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$87,154.66 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.00.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/240 volt, Single Phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

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

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

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
  - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
  - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
  - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
  - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL.
  - b) A construction schedule,
  - c) An estimate of when electric service will be required, and
  - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
  - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
  - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

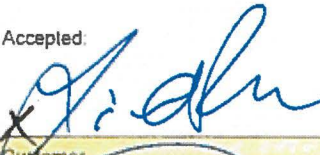
11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

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

Accepted

 6-14-21  
 For FPL (Date)

Accepted:

 6-17-21  
 Customer (Date)

 6-17-21  
 Witness (Date)

 6-17-21  
 Witness (Date)



UNDERGROUND ROAD/PAVEMENT CROSSING AGREEMENT

FPL WR #: 10302526

This Agreement, made this 14th day of June, 2021, by and between Three Rivers CDD (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WHEREAS the Customer has requested the pre-approval of the location and installation of underground distribution facilities to be located under a dedicated roadbed described as follows: Tributary Dr, Estuary Way, Pondside Ln, Hideaway Ct. Name Tributary Phase 1A Units 4.

WITNESSETH

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

- 1. The Customer shall:
a) Install conduit and cable markers provided by FPL in accordance with the instructions and specifications attached to this Agreement,
b) provide reasonable notification of the conduit installation date and allow FPL to inspect the conduit installation prior to backfilling the trench created for the underground distribution facility,
c) at the request of FPL, correct any discrepancies found in the installation that are inconsistent with the instructions and specifications attached to this Agreement, or pay FPL the associated cost to correct the installation, and
d) provide survey control points for FPL to stake the road/pavement crossing.
2. FPL shall:
a) provide instructions and specifications for the installation of FPL-provided conduit,
b) provide conduit and cable markers to the Customer for the installation of underground facilities at the specified road/pavement crossing,
c) provide staking for the Customer at the specified road/pavement crossing,
d) inspect the underground distribution facilities prior to the backfilling of the trench to insure proper installation of said facilities, and
e) apply a credit in the amount of \$ 87,154.66 in the event that the Customer has made or has agreed to make a contribution in aid of construction for other underground distribution facilities associated with this Agreement (if the credit exceeds the contribution, or if no contribution is required, a payment shall be made to the customer).
3. This agreement is subject to FPL's General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission.

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

APPLICANT:

SIGNED

NAME

TITLE

Liam O'Reilly
CHAIR

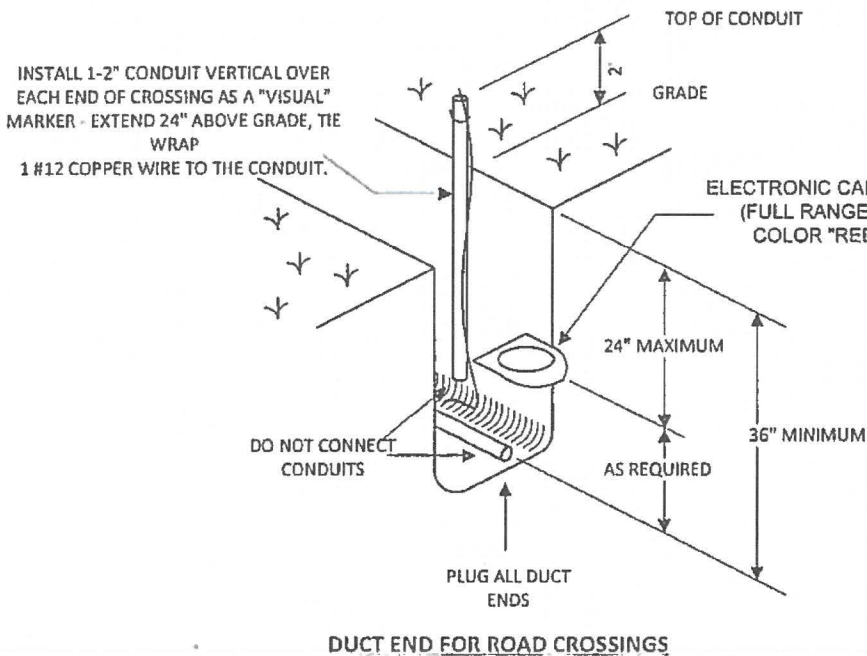
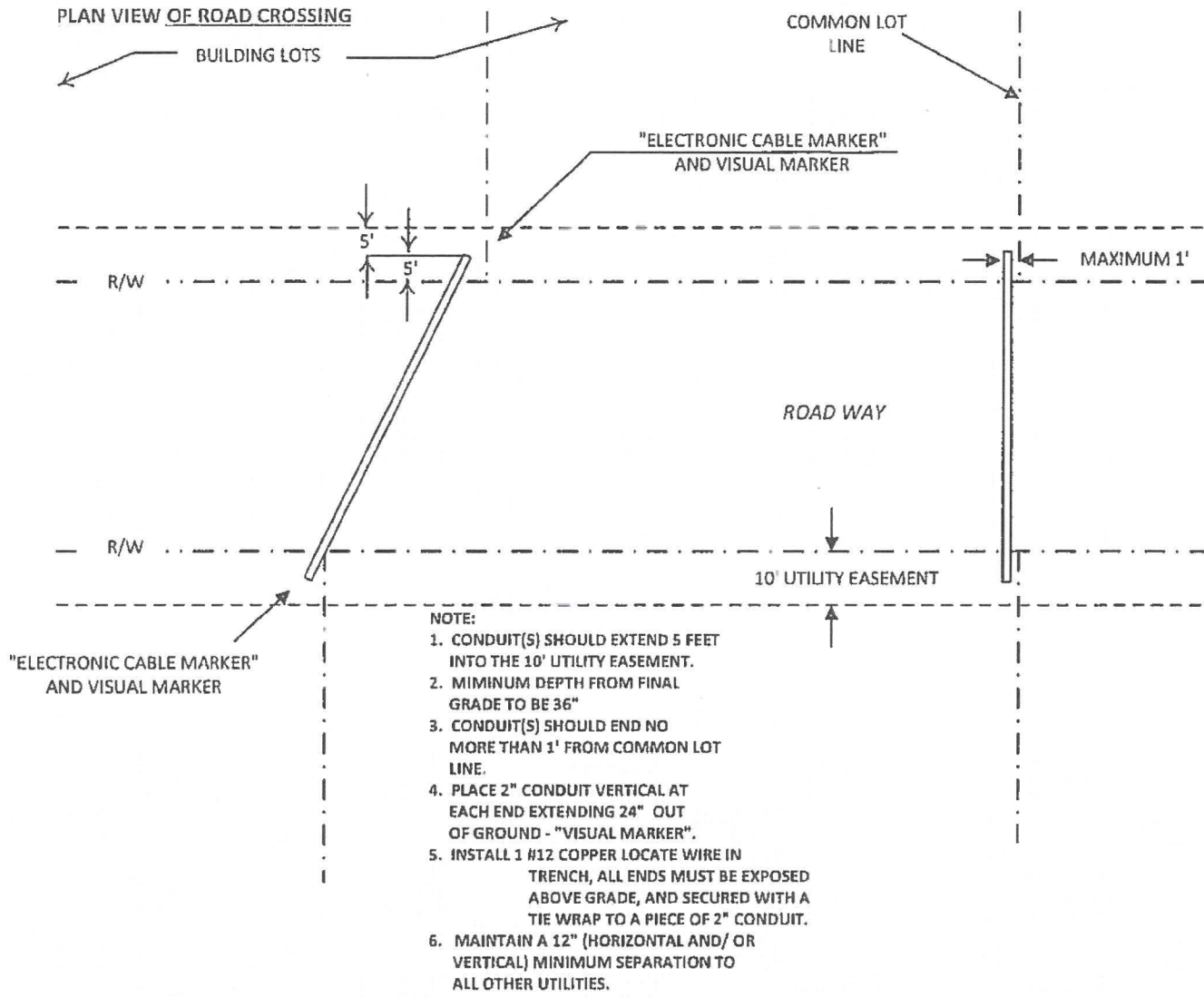
FPL:

SIGNED

NAME

TITLE

Daniel Terza
Technical Specialist I



PROJECT	TRIBUTARY PHASE 1A Units 4
FPL JOB NO.	10302526
FPL REP.	DANIEL TERZA
PHONE NO.	904-225-3004



FPL

# NOTIFICATION OF FPL FACILITIES

Customer/Agency THREE RIVERS CDD  
 Developer/Contractor Name GREEN POINTE LLC  
 Location of Project TRIBUTARY DR  
 FPL Representative DANIEL TERZA  
 Developer/Contractor Representative LIAM O'REILLY

Date of Meeting/Contact: 12/17/2020  
 Project Number/Name: TRIBUTARY PHASE 1A UNIT 4  
 City: YULEE  
 Phone: 904-225-3004  
 FPL Work Request #/Work Order #: 10302526

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

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

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

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

*Power Line Voltages	Personnel and Equipment (29 CFR 1910.333 and 1926.600)	Cranes and Derricks (29 CFR 1926.1407, 1408)	Travel under or near Power Lines (on construction sites, no load) (29 CFR 1926.600 – Equipment) (1926.1411 – Cranes and Derricks)	
0 - 750 volts	10 Feet**	10 Feet	4 Feet	4 Feet
751 - 50,000 volts	10 Feet	10 Feet	4 Feet	6 Feet
69,000 volts	11 Feet	15 Feet	10 Feet	10 Feet
115,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
138,000 volts	13 Feet	15 Feet	10 Feet	10 Feet
230,000 volts	16 Feet	20 Feet	10 Feet	10 Feet
500,000 volts	25 Feet	25 Feet	16 Feet	16 Feet

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

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

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

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

### E-MAIL TO LIAM O'REILLY

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

FPL Representative Signature

Customer/Developer/Contractor Representative Signature

LORelly@GreenPointeLLC.com

Address

Date

Date

6-14-21

10-17-21

# Cover Sheet: WR#10302526

Page 1 of 7

INACCESSIBLE

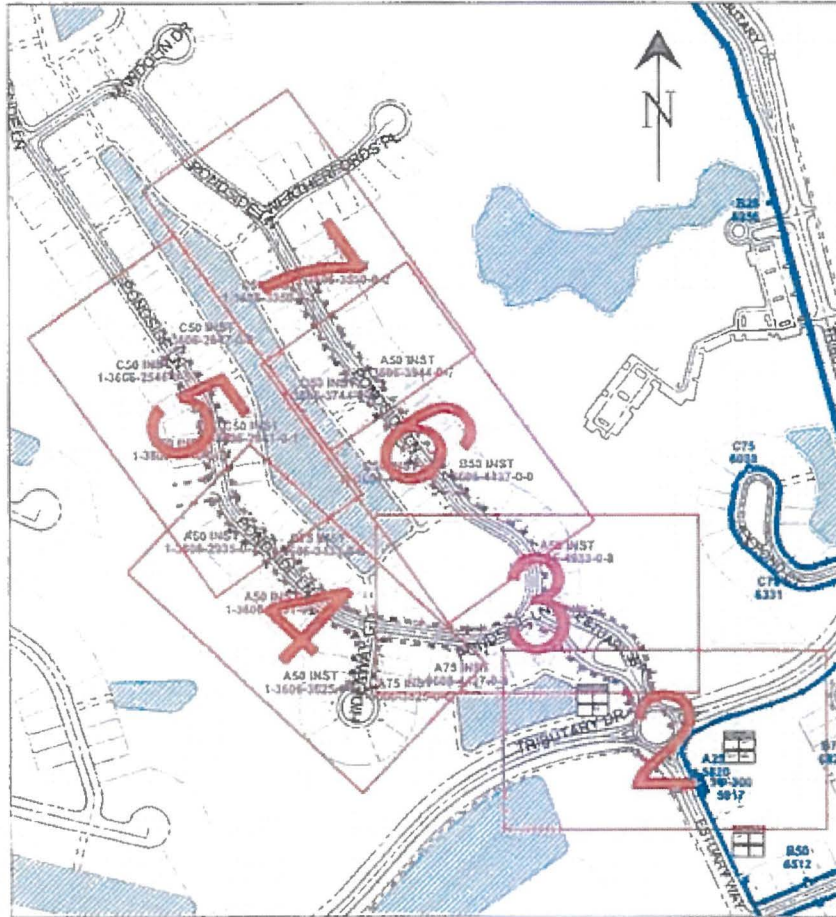
13KV

FUTURE 23KV

23KV

SALT SPRAY

ROCK



COPYRIGHT 2014 FPL ALL RIGHTS RESERVED

- THE MATERIAL CONTAINED HEREIN MAY CONTAIN INACCURACIES. THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES.

- THE USER IS WARNED TO UTILIZE AT HIS/HER OWN RISK. USER ASSUMES RISK OF ANY AND ALL LOSS.

**CAUTION**

- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.

- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

**NOTE:** THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

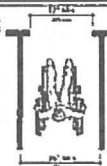
PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 558 FLORIDA STATUTES. CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

**CALL SUNSHINE #811  
48 HOURS BEFORE YOU DIG  
LOCATE MARKINGS COLOR CODE**

	ELECTRIC		WATER
	GAS-OIL-STEAM		SEWER
	TEMP. SURVEY MARKINGS		CABLE TV
	PROPOSED EXCAVATION		

**American Disabilities Act**

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



Georgia

**CONSTRUCTION NOTES:**

**REQUIRED DRAWINGS:**  
WR\_0021891, WR\_10302526  
151160500, 15

**TRENCH:**

- CENTERLINE OF TRENCH IS 5 FT OUTSIDE R/W EASEMENT;
- 10 FEET FRONT
- MAINTAIN A MINIMUM OF 12" SEPERATION FROM ALL OTHER UTILITIES
- INSTALL #12C WIRE ALONGSIDE EMPTY CONDUIT RUNS
- EXTEND PVC 10FT FROM TX FOR FUTURE SERVICES
- CUSTOMER INSTALLED CONDUIT: ALL CABLE:
- 3PH3C IS 3CC #1/0A 25KV-XLPE IN 3-2" PVC WITH 35" MRN COVER
- SECONDARY IS #40 TPX HM-HD IN 1-2" PVC WITH 24" MIN COVER (UNLESS NOTED)
- ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
- (POCK) DENOTES CABLE PULL DISTANCE
- UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
- INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.C.S. G-11.0.0
- ALL HANDHOLES ARE 24" (UNLESS NOTED)
- ALL TRANSFORMERS ARE LOW STYLE (UNLESS NOTED)
- EXTEND SERVICE PVC 10 R INTO CUSTOMER PROPERTY FUSING:
- FUSE ALL PHASES AT BDE
- STREET LIGHTS:**
- STREET LIGHTS ARE EPTC LED ON 13 FT FIBERGLASS POLES - FPL OWNED AND MAINTAINED

PRINTED BY: Up004kx  
 SIZE: 11 x 17  
 REVISION  
 DATE  
 1  
 2  
 3  
 4  
 PLOT DATE/TIME: 03/16/2021 22:42:54



Estimator [ ]	The Work [ ]	The Account [ ]	The Starting Point [ ]
Designer/Client [ ]	CT (Special) SET [ ]	Work and EMOP [ ]	Survey/Block 7 [ ]
POLE LINE FT.	POLE LINE FT. ON TRANS. POLES	TRENCH FT.	DUCT BANK FT.
FORMAT: REQ'D	CITY [ ] COUNTY RD [ ] COUNTY AIR [ ] STATE RD [ ]	FAA [ ]	
WHD [ ]	PRJ.DWG [ ] DR. USE [ ] TRNGAL [ ]		
Requested Tol. Co. for Poles [ ]	Requested Tol. Co. for Trnsbr7 [ ]	Requested CATV Tolerance [ ]	

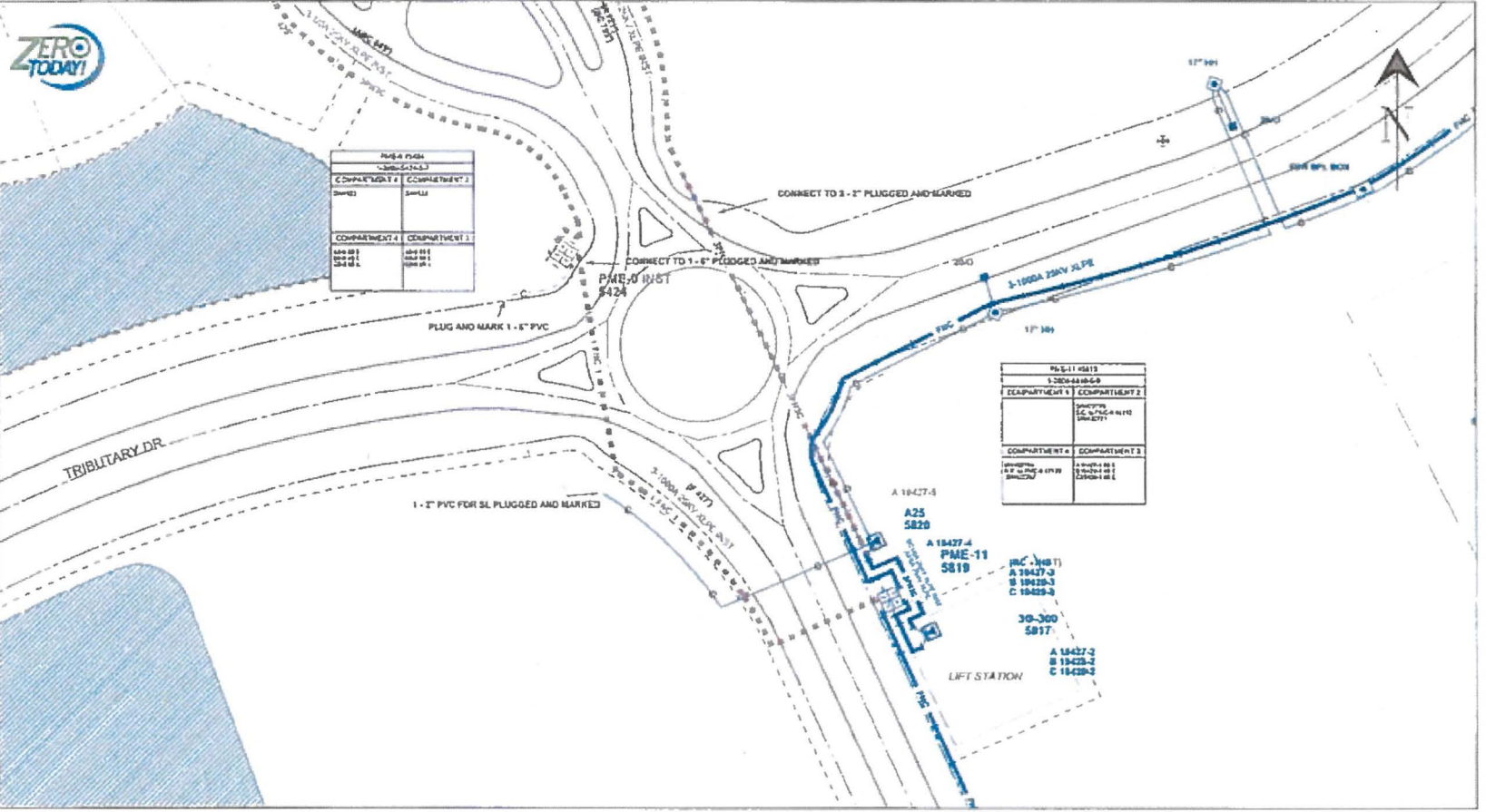


Job Owner:	Daniel Tarza	M/A: NF	Township: 02 Range: 26 Section 10
Designer:	Daniel Tarza	TRIBUTARY - PHASE 1A UNIT 4 - 100 LOT URD - ALL BACKBONE, SW CAB, 17 PMTX	
Date:	03/16/2021		
Scale: 1" = 353'			
W/O	TRIBUTARY DR, YULEE, 32097		
Dwg No.	10302526 - 11x17 UG.xml	Map No. GV1225	
WR:	10302526	Page 1 of 7	

FEEDERS: YULEE 01465

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 3



PME-4 PUMP	
COMPARTMENT 1	COMPARTMENT 2
DATE:	DATE:
BY:	BY:
CHK:	CHK:
DATE:	DATE:

PME-11 PUMP	
COMPARTMENT 1	COMPARTMENT 2
DATE:	DATE:
BY:	BY:
CHK:	CHK:
DATE:	DATE:

REVISION  
 SIZE: 11 x 17  
 PRINTED BY: gndldj  
 DATE  
 IPC  
 PLOT DATE/TIME: 03/16/2021 22:42:57

AS-BUILT CALL SHEET		AS-BUILT COPY	
Inspector's Signature	Date	Inspector's Signature	Date

Equipment 1	Tree Work 1	Iron Access 1	Tree Staking Rev 1
Designation 1	CT/Spindle WRT 1	Way H/W BMOF 1	Survey/Start 1
PC/LINE FT	PC/LINE FT	TRENCH FT	DUCT BANK FT
PC/LINE FT	PC/LINE FT	TRENCH FT	DUCT BANK FT
CITY	COUNTY	COUNTY	STATE
BRIDGE	RR CROSS	TRANSFORMER	
Requested Tel. Co. Set Point	Requested Tel. Co. Transfer	Requested CATV Transfer	



Job Owner	David Terza	M/A, NF	Township: 02 Range: 26 Section 44
Designer	Daniel Terza	TRIBUTARY - PHASE 1A UNIT 4 - 100 LOT URD - ALL BACKBONE, SW CAB, 17 PMTX	
Date	03/16/2021	Scale: 1" = 70'	
VIO TRIBUTARY DR, YULEE, 32097		Dwg No. 10302526_11x17 UG.xml	Map No. GV1225
WR: 10302526		Page 2 of 7	

FEEDERS:

INACCESSIBLE

13KV

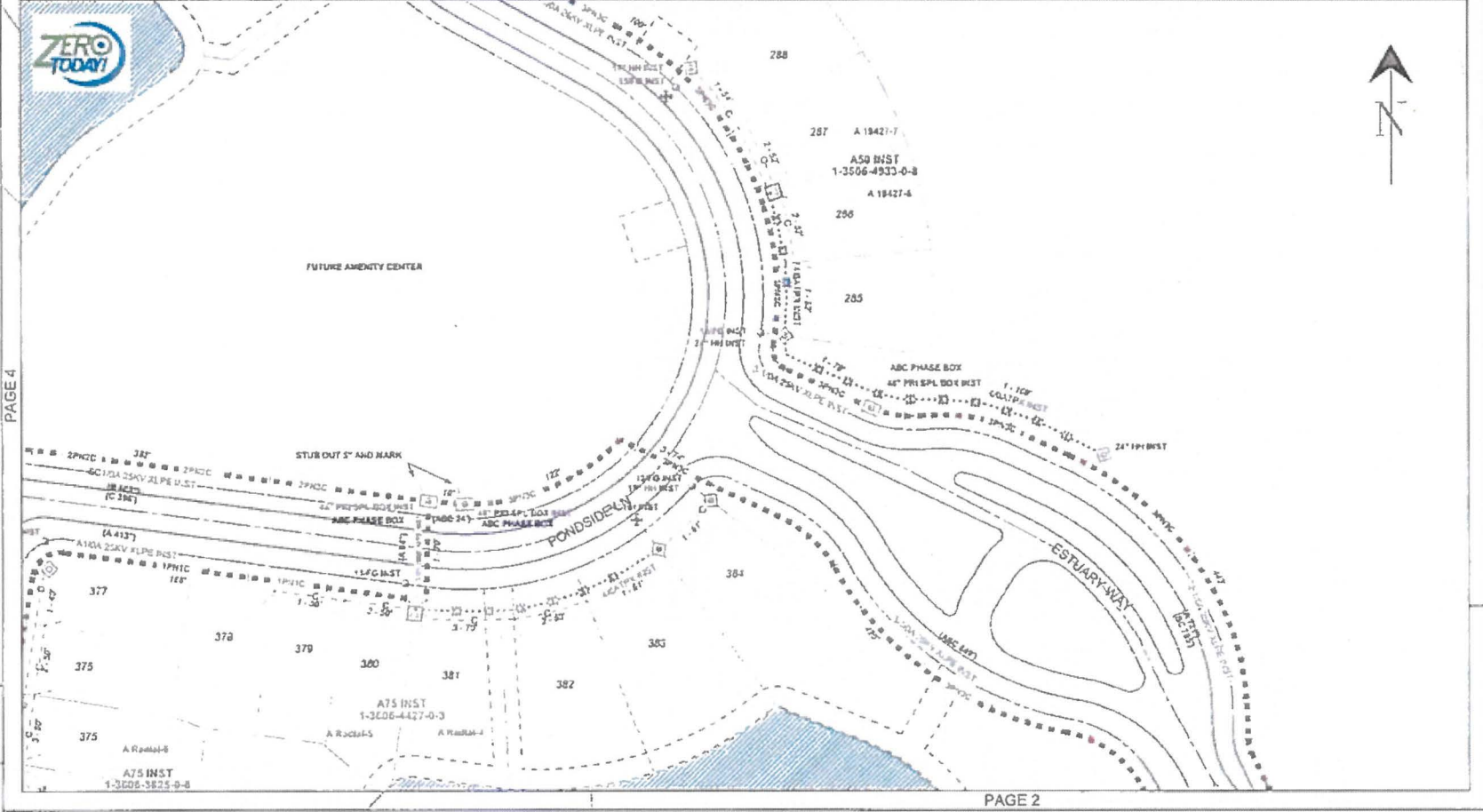
FUTURE 23KV

23KV

SALT SPRAY

ROCK

PAGE 6



PAGE 2

Scale: 1" = 17'

PRINTED BY: cp0044

PLOT DATE/TIME: 03/16/2021 22:43:00

REVISION

DATE

IPC

AS-BUILT CHECK PRINT	AS-BUILT COPY
FORWARD'S SIGNATURE	DATE
DATE	COPY

Job CERTIFIED COMPLETE (ED only) shown on all AS-BUILT print. Manual to verify drawings on RICE.	
Supervisor's Signature	DATE
All materials shown only have been checked & approved to be used in FPL standards. Values are correct as of 3/16/2021.	
FORWARD'S SIGNATURE	DATE

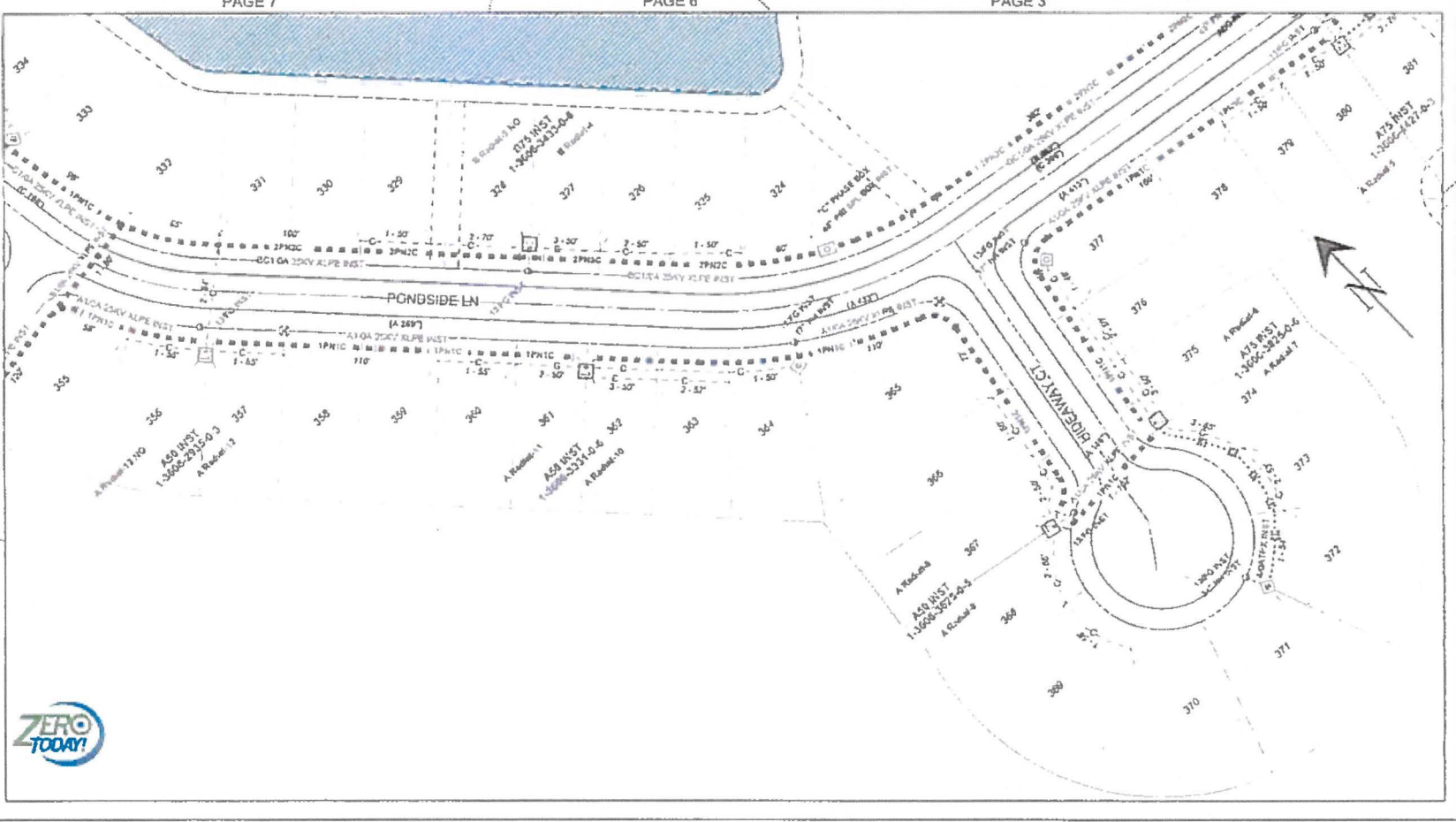
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Designated? <input type="checkbox"/>	OT/Spill Mit? <input type="checkbox"/>	Work with EMO? <input type="checkbox"/>	Survey/Drawn? <input type="checkbox"/>
POLE LINE FT.	POLE LINE FT. ON TRANSM. POLES	TRENCH FT.	OBJECT BANK FT.
PERMIT KELCC	CITY <input type="checkbox"/>	COUNTY RD <input type="checkbox"/>	COUNTY YAR <input type="checkbox"/>
	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>	
	RAZING <input type="checkbox"/>	OR GIS? <input type="checkbox"/>	TRANSV. <input type="checkbox"/>
Approved Tol. Co. Bot Print? <input type="checkbox"/>	Resourced Tol. Co. Transmitt? <input type="checkbox"/>	Approved CATV Termination? <input type="checkbox"/>	



Job Owner:	Daniel Terza	M/A: NF	Township: 02 Range: 26 Section 10
Designer:	Daniel Terza	TRIBUTARY - PHASE 1A UNIT 4 - 130 LOT URD - ALL BACKBONE, SW CAB, 17 PMTX	
Date:	03/16/2021		
Scale: 1" = 70'		VIO TRIBUTARY DR, YULEE, 32097	
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		Map No. GV:225	
		WR: 10302526	
		Page 3 of 7	



FEEDERS: PAGE 7 PAGE 6 PAGE 3  
 INACCESSIBLE  13KV  FUTURE 23KV  23KV  SALT SPRAY  ROCK



Sheet: 11 of 17

PRINTED BY: dph04m

PLOT DATE/TIME: 03/16/2021 22:43:04

REVISION

DATE

IPC

AS-BUILT CREW PRINT		AS-BUILT COPY	
Fieldwork Secretary	Date	Inch	Ck. Date

I hereby certify that the information shown on this AS-BUILT is a true and correct copy of the original information.	
Fieldwork Secretary	Date
I, the undersigned, hereby certify that the information shown on this AS-BUILT is a true and correct copy of the original information.	
Fieldwork Secretary	Date

Exemptions? <input type="checkbox"/>	Two Way? <input type="checkbox"/>	Two Access? <input type="checkbox"/>	Two Stairs Req? <input type="checkbox"/>
Designation? <input type="checkbox"/>	CT Special MP? <input type="checkbox"/>	Went with SMDT? <input type="checkbox"/>	Burny/Blind? <input type="checkbox"/>
POLE LINE FT:	POLE LINE FT. ON TRANS. POLES:	TREACH FT:	DUCT BANK FT:
PURCH REC'D	CITY <input type="checkbox"/> COUNTY RD <input type="checkbox"/> COUNTY A/R <input type="checkbox"/>	STATE RD <input type="checkbox"/>	FAA <input type="checkbox"/>
Requested Tol. Ch. For Poles? <input type="checkbox"/>	Requested Tol. Ch. Trans? <input type="checkbox"/>	Requested CARV Trans? <input type="checkbox"/>	

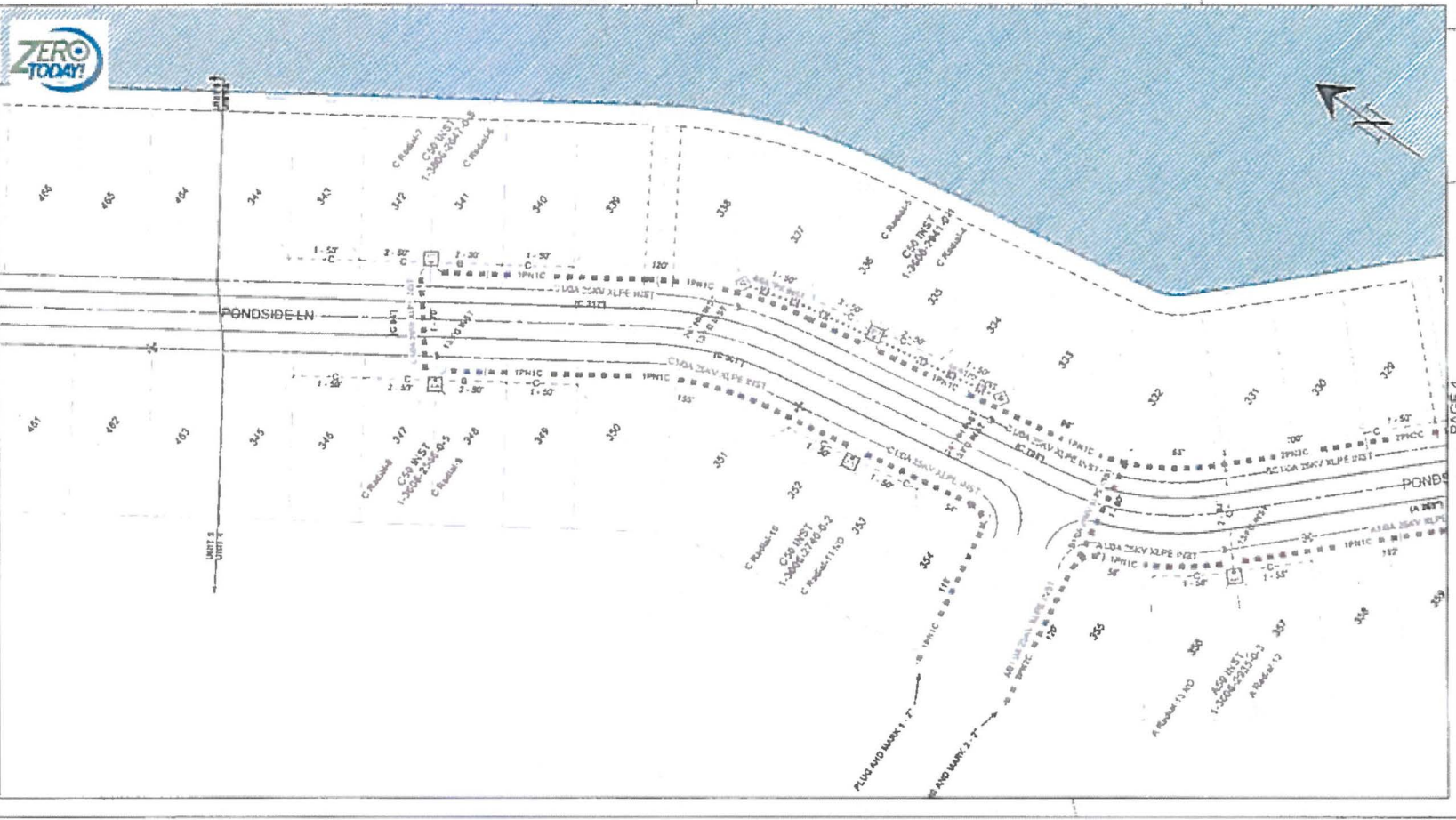


Job Owner:	Daniel Terza	M/A, NF	Township: 02 Range: 26 Section: 10
Designer:	Daniel Terza	TRIBUTARY - PHASE 1A UNIT 4 - 100 LOT URD - ALL BACKBONE, SW CAB, 17 PMTX	
Date:	03/16/2021		
Scale: 1" = 75'		V/O TRIBUTARY DR, YULEE, 32097	
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			Page 4 of 7

FEEDERS: [ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] SALT SPRAY [ ] ROCK

PAGE 7

PAGE 6



REVISION: Size: 11 x 17

PRINTED BY: depolkin

PLOT DATE/TIME: 03/16/2024 22:43:09

IPC	DATE
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3	
4	

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Printed	Calc. Date

...IS CERTIFIED CORNER & TO-3 as shown on this AS-BUILT print. Technical changes shown on RDS.

\_\_\_\_\_  
 Foreman's Signature Date

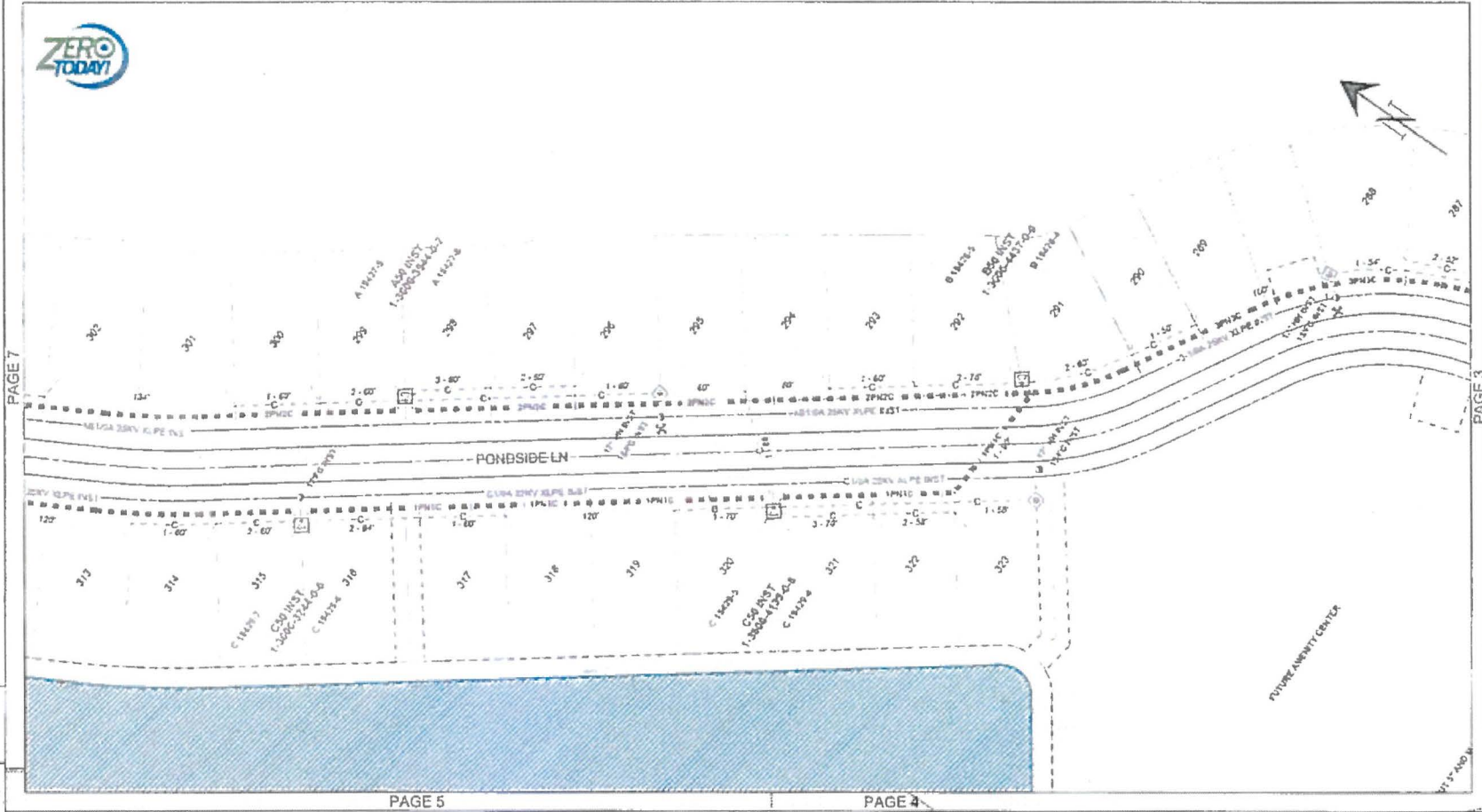
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 Foreman's Signature Date

Foreman? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Design/State? [ ]	CT/Shared W/P? [ ]	Work with S&M? [ ]	Service/State? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANS. POLES	TRENCH FT.	DUCT BANK FT.
CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]
PAV'T REQ'D	RR SPNG [ ]	CHL CRT. [ ]	TRANS. [ ]
Requester To/Co. Set Poles? [ ]	Requester "at. On. Transfer? [ ]	Request CATV Transfer? [ ]	



Job Owner:	Daniel Terza	M/A:	NF	Township:	02	Range:	26	Section:	10
Designer:	Daniel Terza	TRIBUTARY - PHASE 1A UNIT 4 - 100 LOT URD - ALL BACKBONE. SW CAB, 17 PMTX							
Date:	03/16/2024								
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		WR: 10302526			Page 5 of 7				

FEEDERS:  INACCESSIBLE  13KV  FUTURE 23KV  23KV  SALT SPRAY  ROCK



PAGE 7

PAGE 3

PAGE 5

PAGE 4

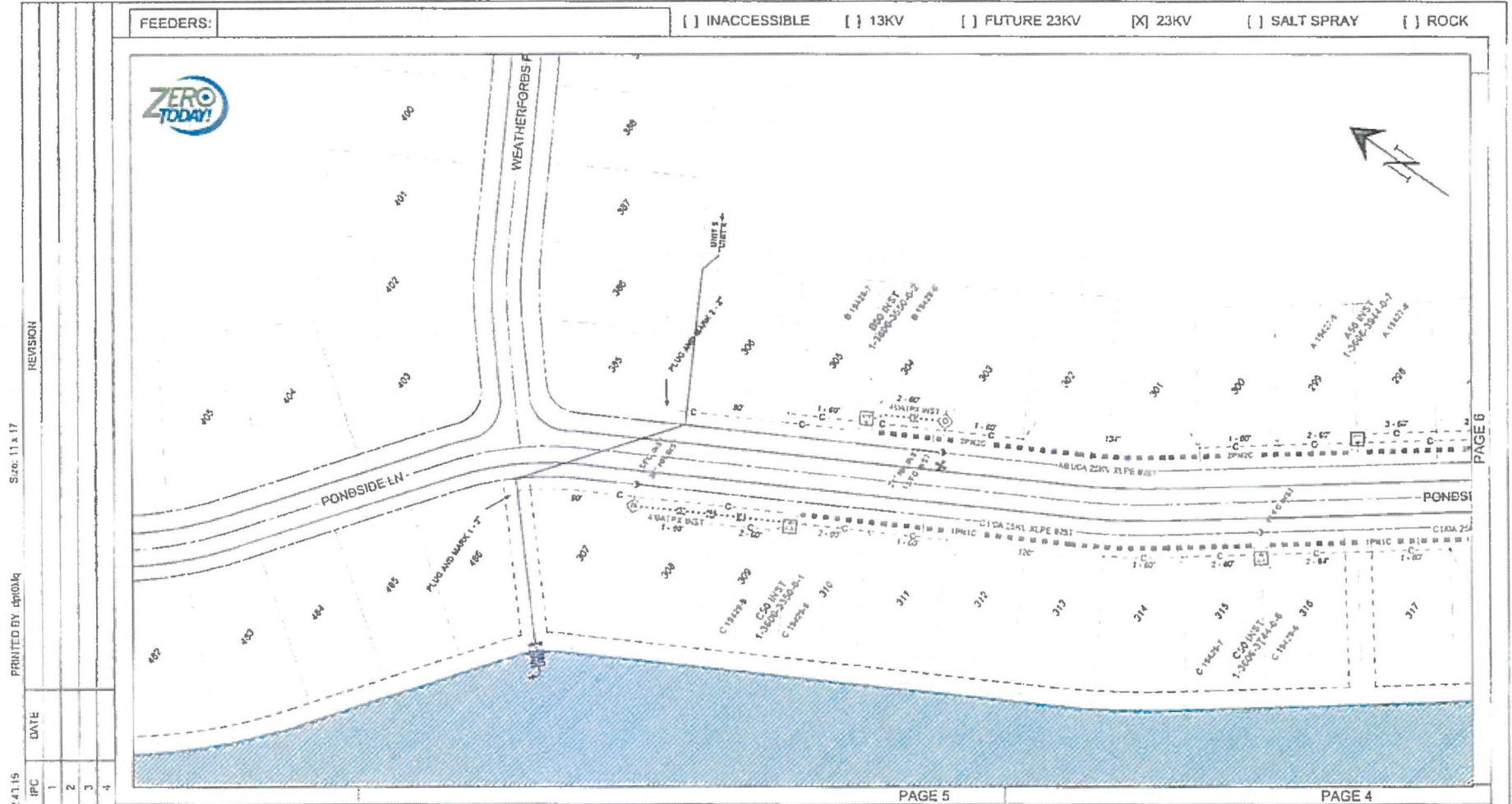
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 DATE: 03/16/2021 12:43:11  
 IPC: 1 2 3 4

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Foreman's Signature	Date	Initials	Cart. Date

Site/Utility [ ]	Free Work? [ ]	Tow Agency? [ ]	New Rating Request? [ ]
Design/Client [ ]	GIS/General M7? [ ]	Work with CAD? [ ]	Survey/Status? [ ]
POLE LINE FT	POLE LINE FT ON TRANS. POLES	TRENCH FT	DUCT BANK FT
PERMIT REQ'D	CITY [ ] COUNTY RD [ ] COUNTY AIR [ ] STATE RD [ ] FAA [ ]	WVD [ ] RR RING [ ] JPL DSI [ ]	TRANS. [ ]
Requested Tol. Co. Set Point? [ ]	Requested Tol. Co. Tolerance? [ ]	Requested CA/TM Tolerance? [ ]	



Job Owner:	Daniel Terza	M/A: NF	Township: 02 Range: 26 Section 10
Designer:	Daniel Terza	TRIBUTARY - PHASE 1A UNIT 4 - 100 LOT URD - ALL BACKBONE, SW CAB. 17 PMTX	
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		Map No. GV1225	
		Page 6 of 7	



REVISION  
 SIZE: 11 x 17  
 PRINTED BY: dpm01q  
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 PLOT DATE/TIME: 03/16/2022 2:47:15

AS-BUILT DRAWING		AS-BUILT COPY	
Foreman's Signature	Date	Index	Chk. Date

Equipment ( )	Tree Work ( )	Tree Access ( )	Tree Staking Report ( )
Design/Drawn ( )	City/County ( )	Plan with Survey ( )	Survey/Scale ( )
POLE LINE FT	POLE LINE FT ON TRANSFER POLES	TRENCH FT	DUCT BANK FT
PERMIT ROAD	CITY ( )	COUNTY RD ( )	COUNTY AIR ( )
	STATE RD ( )	FAA ( )	
	RR XING ( )	DR. DIS ( )	TRANSV. ( )
Revised Tol. Co. Set Point ( )	Revised Tol. Co. Tension ( )	Revised CATV Transfer ( )	



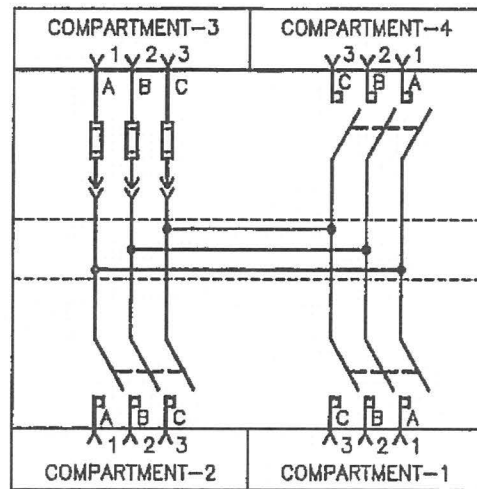
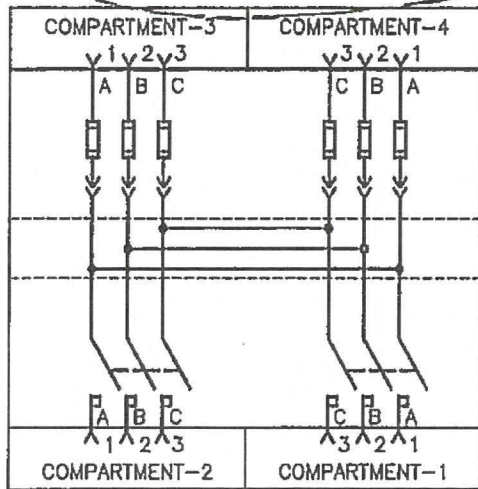
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Designer	Daniel Terza	TRIBUTARY - PHASE 1A UNIT 4 - 100 LOT URD - ALL BACKBONE, SW CAB, 17 PMTX	
Date:	03/16/2022	Scale: 1" = 70'	VJO TRIBUTARY DR, YULEE, 32097
		0'	70'
			140'
		Dwg No. 10302526_11x17 UG.xml	Map No. GV1225
		WR: 10302526	Page 7 of 7

C-32.0.1

TYPICAL INSTALLATION OF 15 OR 25 KV  
S & C TYPE PME DEAD FRONT  
THREE PHASE PAD MOUNTED SWITCHGEAR

C-32.0.1

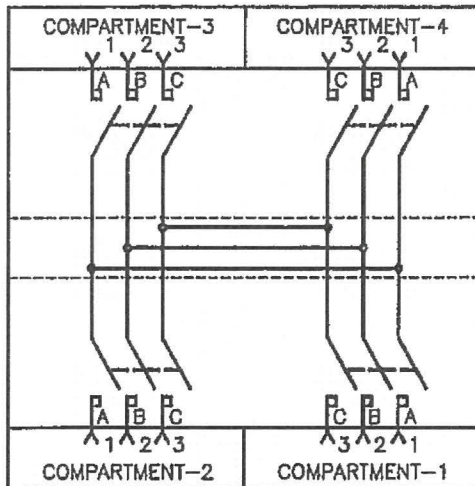
STYLE IDENTIFICATION AND 3 PHASE CONNECTION DIAGRAMS  
S&C TYPE PME-9 S&C TYPE PME-11



SWITCHGEAR		REQUIRES FUSEHOLDER	
M&S NO.	RATED VOLTAGE	M&S NO.	QTY
270-67400-7	15KV	531-56150-1	6
270-67401-5	15KV SS*	531-56150-1	6
270-67200-4	25KV	531-56310-5	6
270-67201-2	25KV SS*	531-56310-5	6

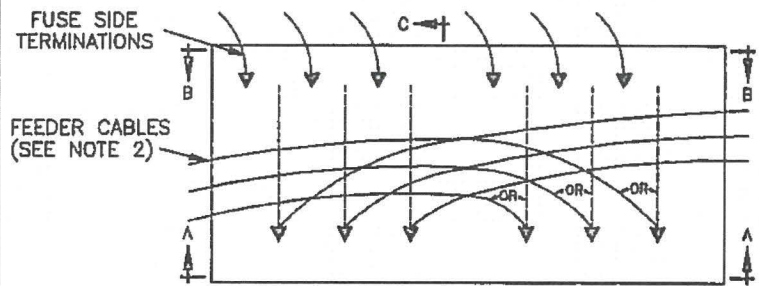
SWITCHGEAR		REQUIRES FUSEHOLDER	
M&S NO.	RATED VOLTAGE	M&S NO.	QTY
270-67900-9	15KV	531-56150-1	3
270-67901-7	15KV SS*	531-56150-1	3
270-68100-3	25KV	531-56310-5	3
270-68101-1	25KV SS*	531-56310-5	3

S&C TYPE PME-10



SWITCHGEAR	
M&S NO.	RATED VOLTAGE
270-6B3-000	15KV
270-6B3-050	15KV SS*
270-6B4-000	25KV
270-6B4-050	25KV SS*

\* (SS) INDICATES ENCLOSURES OF #304 STAINLESS STEEL FOR USE IN HIGHLY CORROSIVE AREAS



TOP VIEW  
DIAGRAM FEEDER CABLE LAYOUT  
(PME-9 SHOWN)



F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: RWS

DRAWN BY: JRC

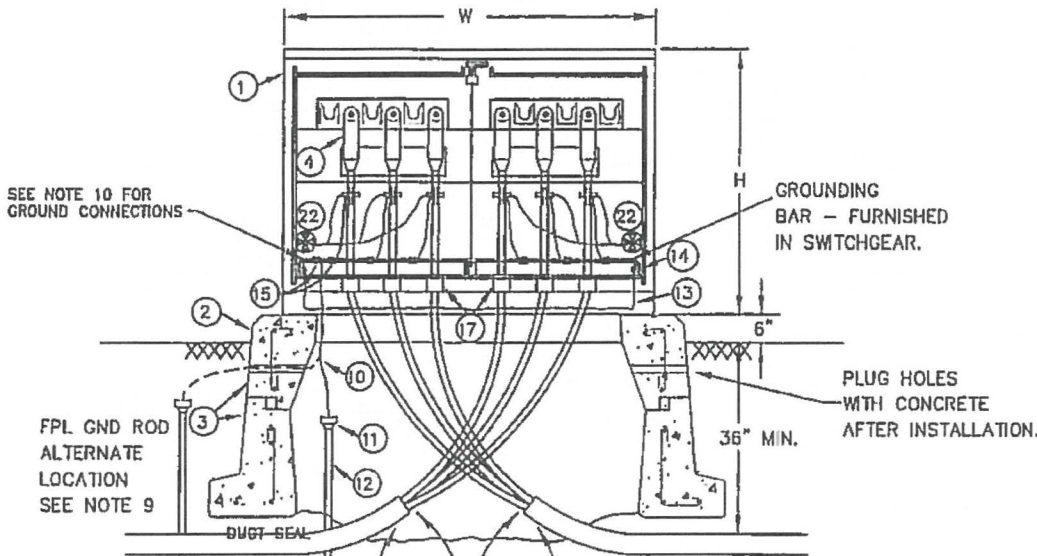
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
2	06/06/01	ADDED PME-10	CEA	JES	JJM
1	9/30/94	REMOVED DEADFRONT SW NOTE AND ADDED NEW BORDER	RWS	RAS	RJS

DATE: 6/30/93 APPROVED: R.J. SALESKY  
DIRECTOR, DISTRIBUTION ENGINEERING AND OPERATIONS SERVICES NO SCALE

C-32.0.2

TYPICAL INSTALLATION OF 15 OR 25KV  
S&C TYPE PME DEAD FRONT  
THREE PHASE PAD MOUNTED SWITCHGEAR

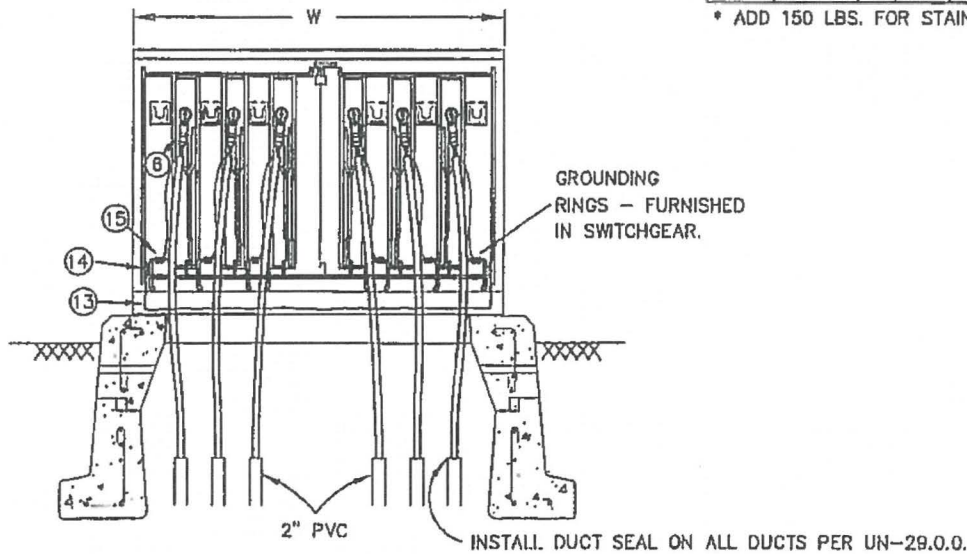
C-32.0.2



600 AMP FEEDER SIDE  
SECTION A-A

		DIMENSIONS (INCHES)			WEIGHT IN LBS.*
	TYPE	W	D	H	
15 KV	PME-9	75	67	50	2092
	PME-11	75	73	50	2230
	PME-10	75	73	50	2292
25 KV	PME-9	84	82	56	2592
	PME-11	84	88 1/2	56	2875
	PME-10	84	88 1/2	56	2950

\* ADD 150 LBS. FOR STAINLESS STEEL.



FUSE SIDE (PME-9 SHOWN)  
SECTION B-B

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
4	8/1/16	UPDATE TABLE	AGR	ELS	RDH
3	10/22/09	ADD NOTE	CEA	ELS	AEL
2	7/21/01	UPDATE DRAWING ADDED PME-10 AND CHANGED SOME TEXT	RAP	JES	JJM
1	9/30/94	ADDED ARROW TO INCLUDE TOP CHAMBER SECTION ③	RJD	BAQ	RJS



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: RWS

DRAWN BY: JRG

DATE: 6/30/93

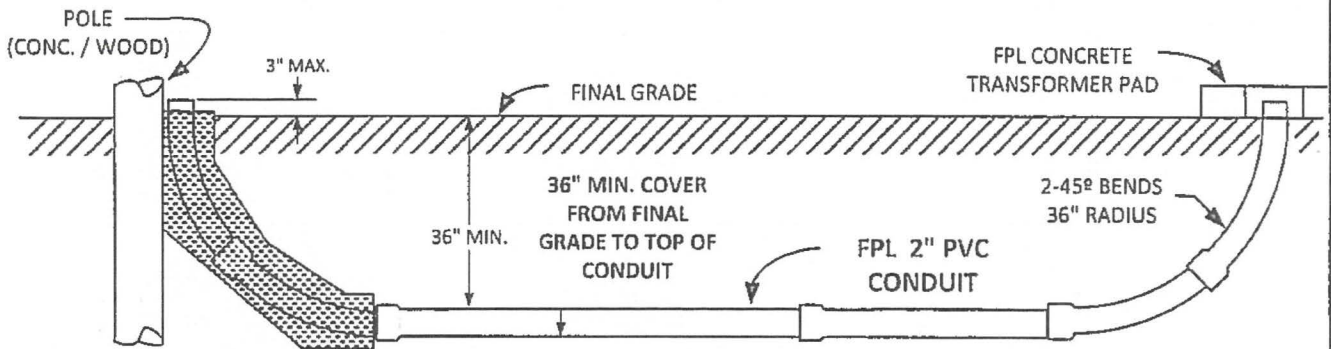
APPROVED: R.J. SALESKY

NO SCALE

DIRECTOR, DISTRIBUTION ENGINEERING  
AND OPERATIONS SERVICES

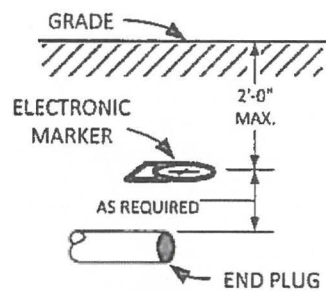
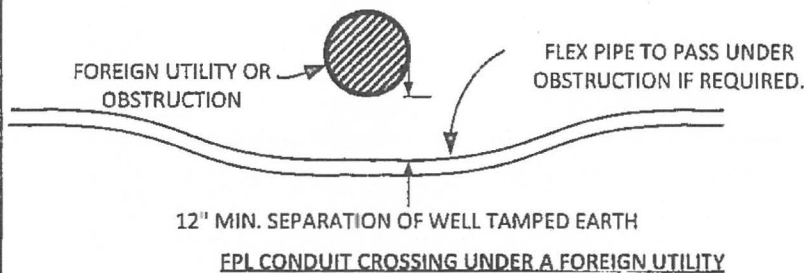
**\*\*\*\* NOTICE \*\*\*\***

- CALL SUNSHINE 1-800-432-4770 48HOURS BEFORE YOU DIG FOR UNDERGROUND LOCATIONS.
- NOTIFY FPL REP. FOR INSPECTION OF TRENCH DEPTH & PVC INSTALLATION PRIOR TO BACKFILLING TRENCH.



IF REQUIRED:  
BENDS AT RISER POLE TO BE ENCASED IN CONCRETE WITH 4-80LB. BAGS OF SAKRETE. FORM CONCRETE ADJACENT TO POLE AND AT SURFACE.

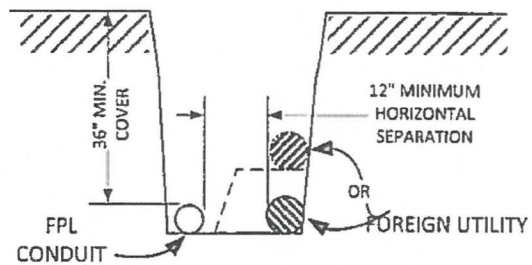
12" MIN. SEPARATION FROM FPL CONDUIT TO FOREIGN UTILITY WITH WELL TAMPED EARTH



**DUCT END MARKING (IF REQUIRED)**

**NOTES:**

- o BACK-FILL WITHIN 4" OF THE CONDUIT TO BE FREE OF MATERIAL THAT MAY DAMAGE CONDUIT SYSTEM (BOARDS, ROCKS LARGER THAN 1" IN DIAMETER, DEBRIS, ETC.)
- o IF COMPACTION OF TRENCH ROUTE IS REQUIRED FOR PAVING, ETC. BEGIN MACHINE COMPACTION 6" MINIMUM ABOVE CONDUIT.
- o WHERE 36" OF COVER CANNOT BE MAINTAINED, 30" OF COVER WILL BE ALLOWED WITH 3" OF CONCRETE ENCASEMENT AROUND THE CONDUIT. (N.E.S.C. RULE FOR PRIMARY VOLTAGES)
- o INSTALL A CONTINUOUS LENGTH OF PULL STRING IN ALL CONDUIT RUNS.



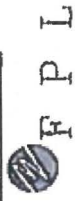
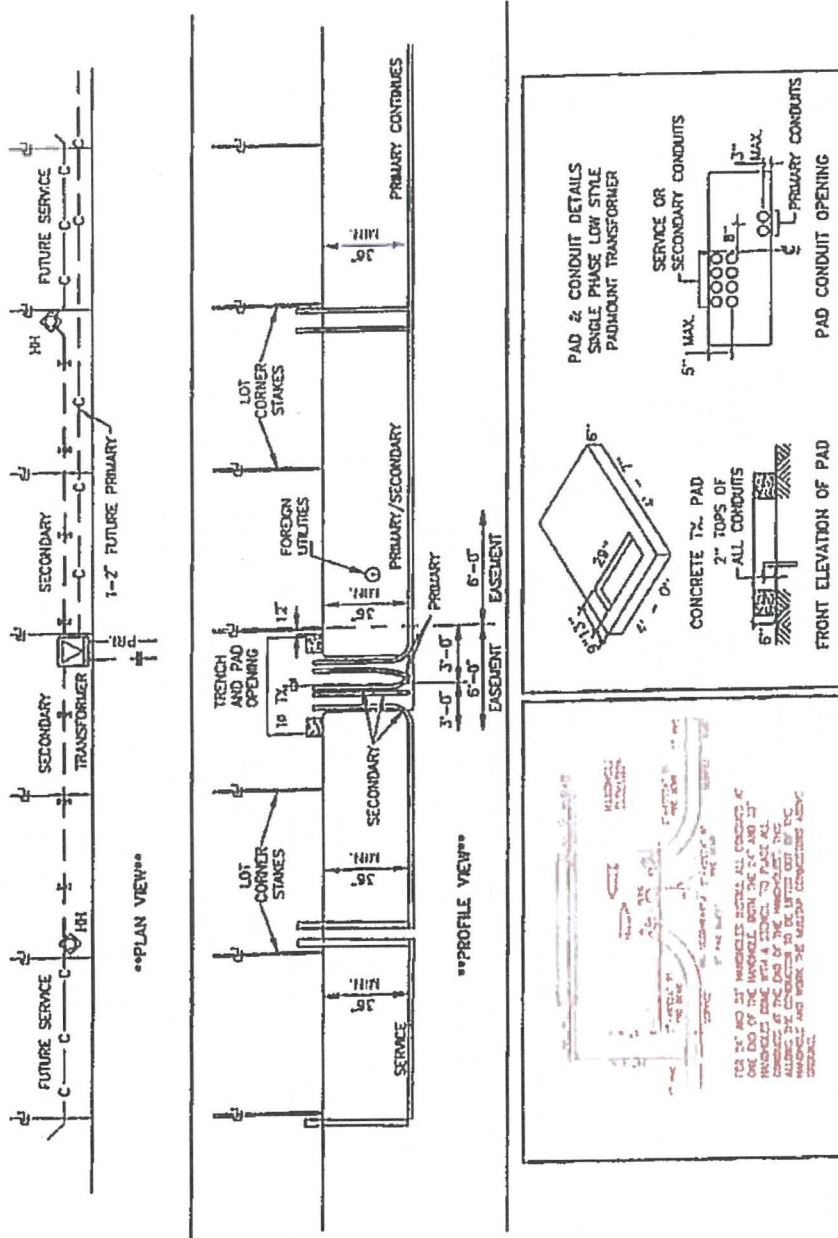
**INSTALLATION OF FPL CONDUIT PARALLEL WITH - OR - IN A SHARED TRENCH WITH A FOREIGN UTILITY.**

**MATERIAL LIST 2" PVC SCH 40 CONDUIT**

20' LENGTH (BELLED END)	164-33100-6
90° BEND 24" RADIUS	164-23800-6
45° BEND 36" RADIUS	164-23945-2
45° BEND 24" RADIUS	164-23900-2
STRAIGHT COUPLING	164-47000-6
REPAIR SLEEVE 4" LONG	164-47520-2
END PLUG	164-54800-5
ELECTRONIC MARKER	590-61601-5

**FPL SUPPLIED 2" PVC CONDUIT**  
**TYPICAL CUSTOMER INSTALLATION DETAILS**  
 (PORTIONS OF UN-6, UN-15, CONC. & PAD DETAILS)

# FIGURE 1



Note - Transformer location to be per specific design drawing, and may split lot lines in some cases.

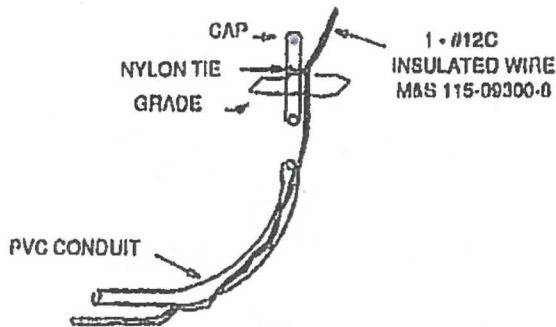


# FIGURE 4

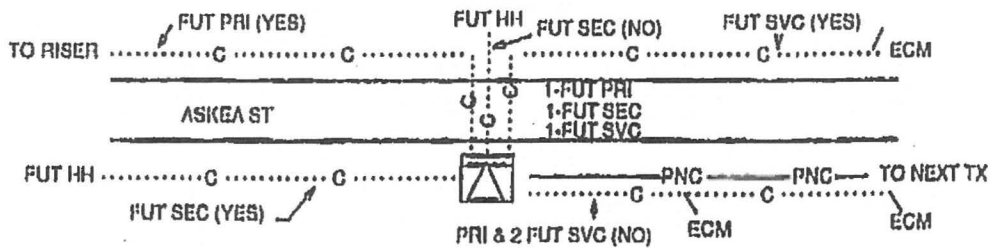
## 1 - #12C INSTALLATION

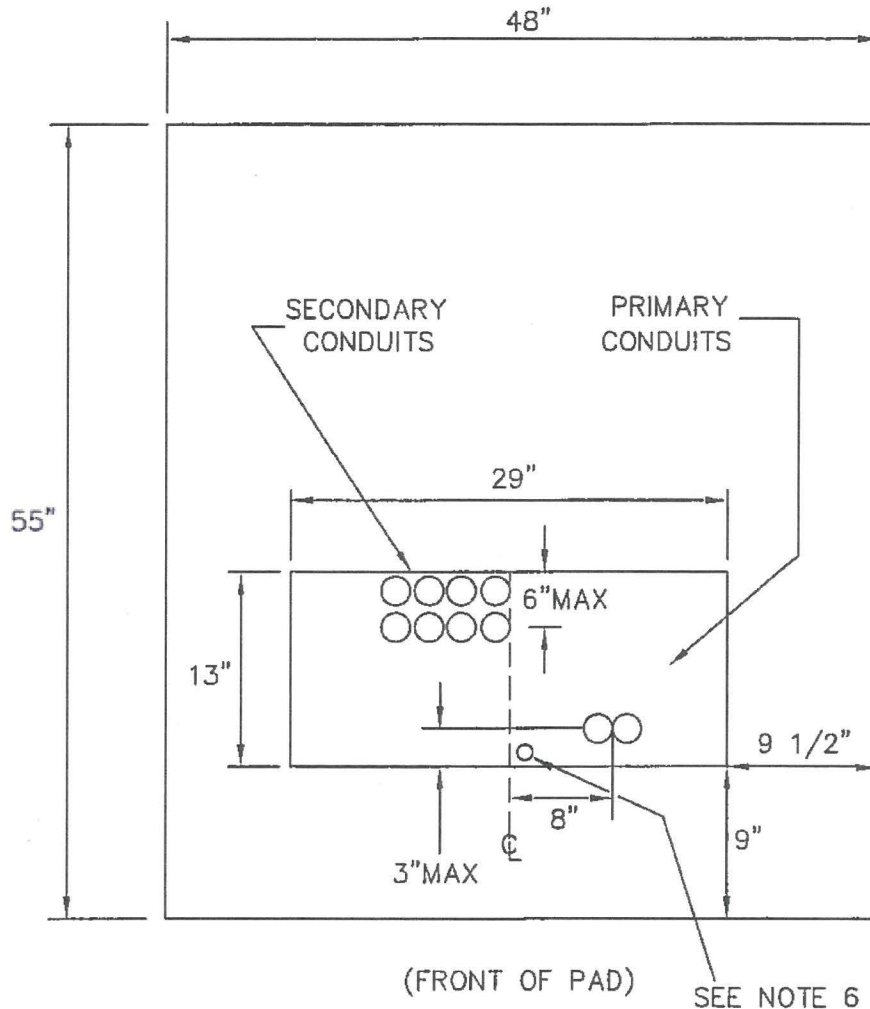
When installing conduit only (cable to be pulled later), a single #12 copper insulated wire is to be direct buried in every trench at the same depth as the conduits. The ends of the wire are to be terminated above ground at the conduit ends as shown. This wire will allow empty plastic conduits to be located with electronic equipment.

This method is not intended for cases where conduit is installed strictly for road crossings only. In these cases ECM markers should be used to mark the conduit ends.



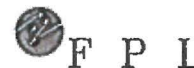
### WHERE TO INSTALL #12C WIRE





**NOTES:**

1. REFERENCE I-65.0.1 OF THE DCS.
2. PAD M&S #162-248-004.
3. ALL CONDUITS TO EXTEND 3" MAX ABOVE GROUND LEVEL.
4. ALL CONDUIT RELATED DIMENSIONS ARE TO THE CENTER OF THE DUCT UNLESS OTHERWISE INDICATED.
5. MAINTAIN 8' CLEARANCE FROM FRONT AND 3' CLEARANCE FROM SIDES AND BACK OF TRANSFORMER PAD.
6. INSTALL 2" SLEEVE FOR GROUND ROD, 48" LONG.
7. CABLES REQUIRING CT METERING INSIDE THE TRANSFORMER MUST BE PLACED TOWARDS THE FRONT OPENING OF THE TX PAD AND IN FRONT OF ANY OTHER CABLES WHICH ARE NOT CT METERED INSIDE THE TRANSFORMER. THIS IS TO AVOID CABLE TRAINING ISSUES.



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: SMS

DRAWN BY: BILL

DATE: \_\_\_\_\_

APPROVED: J.J McEVOY

NO SCALE

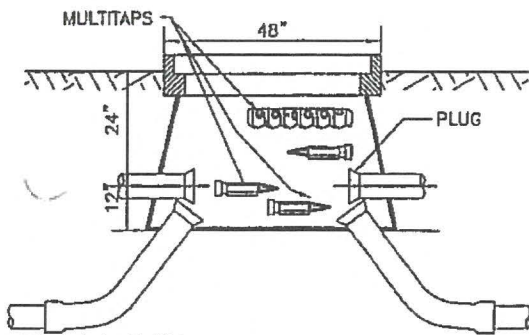
SUPERVISOR, OH/UG PRODUCT  
SUPPORT SERVICES

NO.	DATE	REVISION	ARR ORIG.	ELS DRAWN	RDH APPR.
2	1/28/16	UPDATE NOTES	ARR	ELS	RDH
1	5/7/15	UPDATE DRAWING	ARR	ELS	RDH

UN-19.0.0

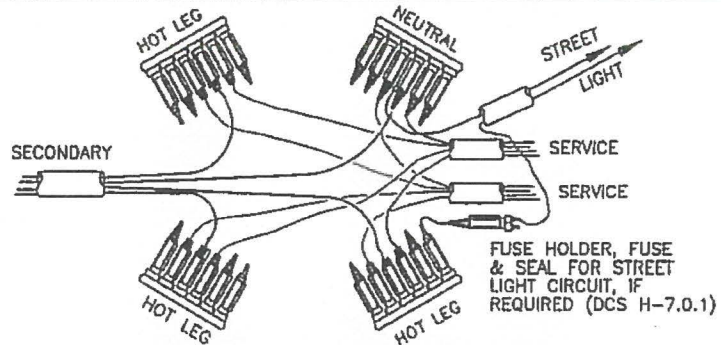
MULTITAP CONNECTORS IN HANDHOLE  
 (30"X48"X36") M&S #162-121-004  
 FOR CONNECTING 2 TO 5 SERVICES  
 AND 1/0 PRIMARY SPLICE BOX

UN-19.0.0



NOTE: KNOCKOUTS WILL ACCOMMODATE 5" PVC 2 KNOCKOUTS EACH SIDE

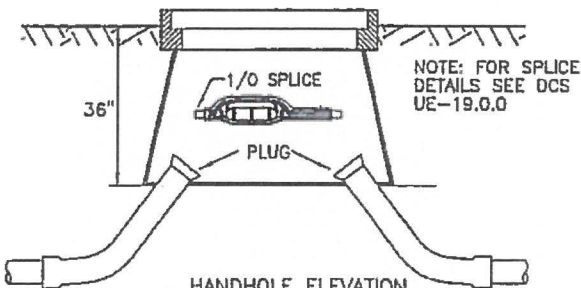
HANDHOLE ELEVATION



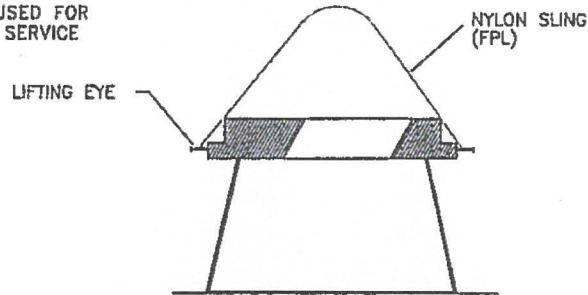
FOR EASE OF INSTALLATIONS TRAIN THE CABLES ABOVE GRADE, INSTALL THE MULTITAP CONNECTORS, THEN INSTALL INSIDE HANDHOLE

CONNECTION DIAGRAM (EXPANDED)

HANDHOLE USED FOR SECONDARY SERVICE



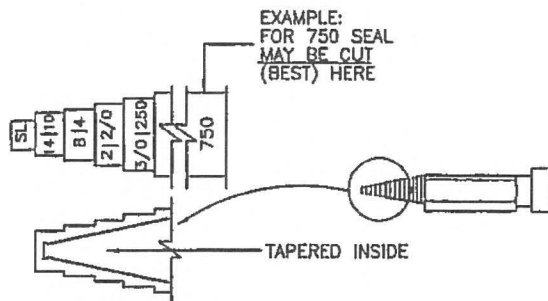
HANDHOLE USED AS A 1/0 PRIMARY SPLICE BOX



HANDHOLE MAY BE LIFTED WITH OR WITHOUT COVER IN PLACE

NOTES:

1. MAXIMUM 1 SECONDARY CONDUIT WITH 2 TO 5 SERVICES.
2. MAXIMUM 3 SPLICES.
3. PROVIDE GROUNDING FOR ANY RUN GREATER THAN 650FT, INSTALL GROUND RODS AT THE 48" HANDHOLES TO GROUND THE CABLE. IF A HANDHOLE IS BEING INSTALLED IN A RUN FOR "CONVENIENCE" (TOO MANY BENDS IN THE RUN, CUTTING INTO A LOOP TO EXTEND INTO A CUL-DE-SAC, REPAIRING A DIG IN, ECT.) THERE IS NO NEED FOR THE GROUND RODS.
4. 6-PORT MULTITAP CONNECTOR M&S #163-017-502 WILL ACCOMMODATE #1/0 CABLE AND #400-#750 MCM COPPER OR ALUMINUM CABLES
5. WEIGHT:  
2 PIECE LID = 82 LBS. EACH  
BODY = 190 LBS.
6. LIFTING:  
COVER MAY BE LIFTED WITH THE HANDHOLE LID LIFTER (HOOK) TOOL M&S #593-930-021.
7. COMPLETE HANDHOLE, INCLUDES COVER M&S #162-121-004.
8. REPLACEMENT COVER M&S #162-121-012.
9. HANDHOLE SHOULD NOT BE EXPOSED TO VEHICULAR TRAFFIC, SUCH AS STREETS, PARKING LOTS, OR DRIVEWAYS.
10. FOR DRIVEWAY LOADING HANDHOLE 32"X50"X36" DEEP, USE M&S #162-122-892. (LX-202.0.0) APPROXIMATE WEIGHT 2,663 LBS.



MULTITAP CONNECTOR M&S 163-017-502 FLOOD SEAL



OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: SMS

DRAWN BY: SMS

DATE: 9/30/94

APPROVED: J.J McEVOY

NO SCALE

SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

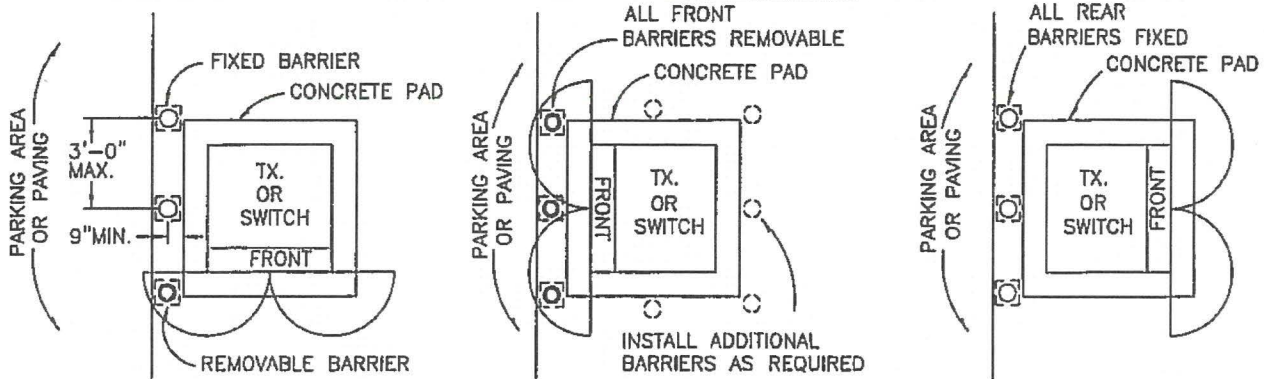
NO.	DATE	REVISION	ARR	ELS	BXN
9	2/20/19	UPDATE TITLE	ARR	ELS	BXN
8	7/29/11	UPDATE NOTE 3	ARR	ELS	BXN
7	2/4/10	UPDATE NOTE 4	ARR	ELS	JRD
6	8/18/08	UPDATE NOTES	GAP	ELS	JJM
5	8/18/05	UPDATE NOTES	RJO	ELS	JJM
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

UN

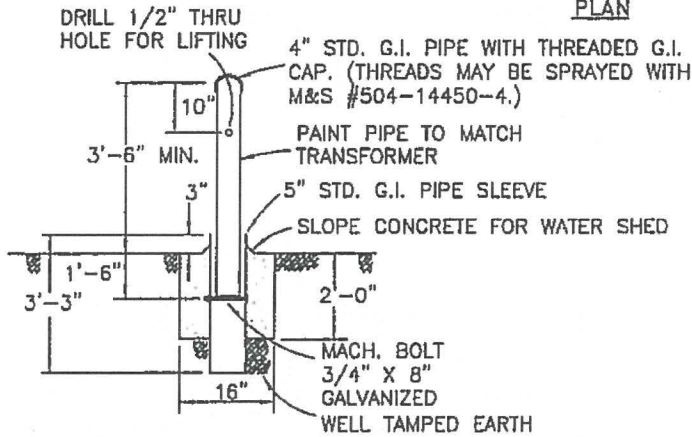
UN-21.0.0

PROTECTIVE BARRIER AND PLANTING CLEARANCES FOR PAD MOUNT TRANSFORMERS AND SWITCHES

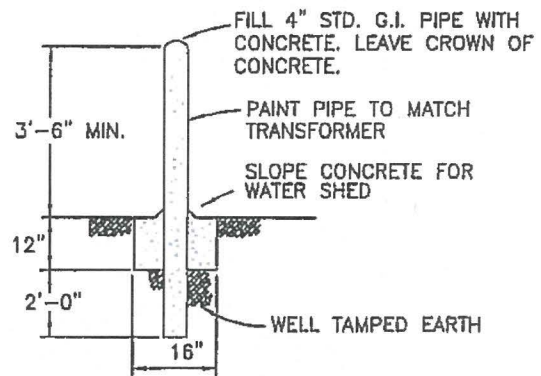
UN-21.0.0



PLAN

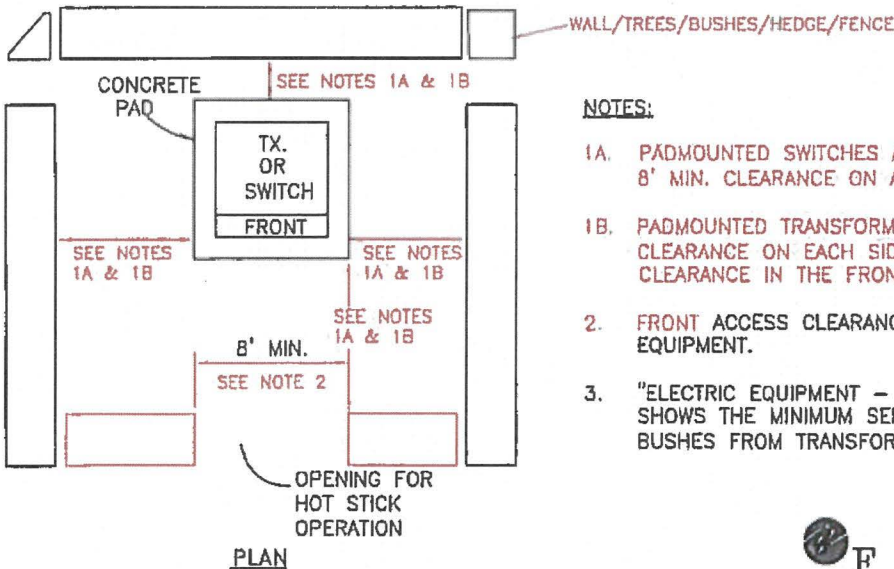


REMOVABLE BARRIER



FIXED BARRIER

SECTION



PLAN

NOTES:

- PADMOUNTED SWITCHES AND CAPACITOR BANKS REQUIRE 8' MIN. CLEARANCE ON ALL SIDES.
- PADMOUNTED TRANSFORMERS REQUIRE 3' MIN. CLEARANCE ON EACH SIDE AND BACK AND 8' CLEARANCE IN THE FRONT.
- FRONT ACCESS CLEARANCE SHOULD BE 8' FOR ALL EQUIPMENT.
- "ELECTRIC EQUIPMENT - KEEP OUT" DECAL THAT SHOWS THE MINIMUM SEPARATION DISTANCES FOR BUSHES FROM TRANSFORMERS IS M&S #548-560-101.



OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
5	3/3/17	UPDATE DRAWING (NOTES)	ARR	ELS	RDH
4	9/13/16	UPDATE DRAWING (NOTES)	ARR	ELS	RDH
3	9/17/13	UPDATE DRAWING (NOTES)	JJR	ELS	WM
2	7/16/01	UPDATE DRAWING (NOTES)	RAP	JES	JJM
1	8/27/99	UPDATE DRAWING (NOTES)	RAP	JES	JJM
0	8/30/94	ORIGINAL DRAWING	CJM	PMG	RJS

ORIGINATOR: CJM

DRAWN BY: PTH

DATE: 9/30/94

APPROVED: R.J. SALESKY  
DIRECTOR, DISTRIBUTION ENGINEERING AND OPERATIONS SERVICES

NO SCALE

UN

**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: **46**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**Ferguson Waterworks**
- (3) Amount Payable: **\$27,966.96**
- (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 #1850306-1 & 1845775-2 – 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
1850306-1	\$4,725.00	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
149	149	FLE	011	008	TRIBUTARY 6	06/07/21	IO 104549

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
3	✓3	AFCB84BLAOLNJAX	Source Order#: 1845781 Water 5-1/4 VO B84B HYD 3/6 OL L/A JAX	1575.000	EA	4725.00
<b>INVOICE SUB-TOTAL</b>						<b>4725.00</b>

\*\*\*\*\*  
 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.

<b>TERMS:</b> CASH ON DEMAND	ORIGINAL INVOICE	<b>TOTAL DUE</b>	<b>\$4,725.00</b>
------------------------------	------------------	------------------	-------------------

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
1845775-2	\$23,241.96	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	06/02/21	104502

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
4800	0	DR18PPU	6 C900 DR18 PVC GJ PURP PIPE		FT	0.00
700	✓700	SDR26HWSP1014	10X14 SDR26 HW PVC GJ SWR PIPE	9.360	FT	6552.00
5012	✓5012	SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	3.330	FT	16689.96
<b>INVOICE SUB-TOTAL</b>						<b>23241.96</b>

\*\*\*\*\*  
 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?

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TERMS: CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$23,241.96
-----------------------	------------------	-----------	-------------

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**

**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: **47**
- (2) Name of Payee pursuant to Acquisition Agreement:  
  
**Vallencourt Construction Co., Inc.**
- (3) Amount Payable: **\$926,961.65**
- (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): **Application #7134-22 / 7135-22 - May services related to Units 1, 2, 4 & County Park SR 200; Application #7133 – May services related to Tributary, Unit 6 Infrastructure**
- (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: \_\_\_\_\_



**ACH & Wire Instructions  
Domestic Incoming Wires**

**Receiving Bank:** Synovus Bank  
1148 Broadway  
Columbus, GA 31901

**ABA Routing Number:** 061100606

**Beneficiary Name:** Vallenourt Construction Co, Inc.  
449 Center St.  
Green Cove Springs, FL 32043

**Account Number:** 1011287909

If you have any questions, please contact the Wire Department at 1-800-334-9007 or the Commercial Banking Department at 1-904-997-7608.

Marcus McNarnay, President  
Mike Vallencourt Sr., Chairman



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

## INVOICE

Date: 06/07/21

Period To: 5/31/2021

Invoice #: 7134-22 / 7135-22

To: Three Rivers CDD  
C/O Dominion Engineering Group  
4348 Southpoint Blvd., Suite 201  
Jacksonville, FL 32216

VCC Project #: 2019-37,  
2019-60

Application #: 22

Attn.: Mike Bowles / Bill Schaefer

**Project Description: Three Rivers Unit 1,2,4 & County Park  
SR 200, Yulee, FL 32097**

ORIGINAL CONTRACT AMOUNT.....	\$	19,377,882.77
CHANGE ORDERS TO DATE.....	\$	(850,506.45)
REVISED CONTRACT AMOUNT.....	\$	18,527,376.32
PERCENTAGE COMPLETE.....	89.24%	
WORK COMPLETE TO DATE.....	\$	16,534,282.07
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	16,534,282.07
LESS RETAINAGE.....	\$	208,752.60
TOTAL EARNED LESS RETAINAGE.....	\$	16,325,529.47
LESS PREVIOUS BILLINGS.....	\$	15,680,813.88
CURRENT DUE.....	\$	644,715.59

Account Summary:	Sales This Period	Sales To Date
Gross:	678,647.99	16,534,282.07
Retainage:	33,932.40	208,752.60
Net:	644,715.59	16,325,529.47





APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Three Rivers CDD  
C/O Dominion Engineering Group  
4348 Southpoint Blvd., Suite 201  
Jacksonville, FL 32216

PROJECT: Three Rivers Unit 1,2,4 & County Park  
SR 200, Yulee, FL 32097

APPLICATION NO: 7134-22/7135-22  
PERIOD TO: 05/31/21

Distribution to:  
 OWNER  
 ENGINEER

FROM: Vallencourt Construction Company, Inc.  
P.O. Box 1889  
Green Cove Springs, FL 32043

ENGINEER'S PROJECT NO: N/A  
CONTRACTOR'S PROJECT NO: 2019-37, 2019-60

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner				
TOTAL				
Approved this Month				
Number	Date Approved			
001	6/18/2020			\$ (3,525,071.68)
002	7/23/2020	\$ 714,789.89		
003	8/12/2020	\$ 163,061.28		
004	10/21/2020	\$ 614,459.76		
005	10/21/2020	\$ 125,901.85		
006	10/26/2020			\$ (2,558,013.73)
007	1/24/2021	\$ 266,514.35		
008	3/18/2021	\$ 3,740,523.39		
009	4/12/2021			\$ (150,788.39)
010	4/12/2021			\$ (36,665.52)
011	4/12/2021			\$ (139,641.53)
012	4/12/2021			\$ (65,576.12)
TOTALS			\$ 5,625,250.52	\$ (6,475,756.97)
Net change by Change Orders				\$ (850,506.45)

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

1. ORIGINAL CONTRACT SUM.....	\$ 19,377,882.77
2. Net change by Change Orders.....	\$ (850,506.45)
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 18,527,376.32
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 16,534,282.07
(Column G on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work	\$ 208,752.60
(Column D + E on G703)	
b. ___ % of Stored Materials	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b)	
Total in Column 1 of G703.....	\$ 208,752.60
6. TOTAL EARNED LESS RETAINAGE.....	\$ 16,325,529.47
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 15,680,813.88
8. CURRENT PAYMENT DUE.....	\$ 644,715.59
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,993,094.25
(Line 3 less Line 6)	

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

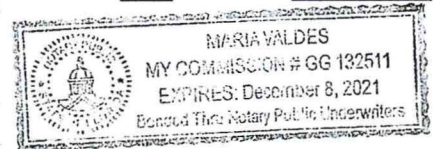
CONTRACTOR: Tim Gaddis, Project Manager

By: Tim Gaddis Date: 6/7/2021

State of: FLORIDA County of: CLAY

Subscribed and sworn to before me this 7th day of June-21

Notary Public: Maria Valdes  
My Commission Expires: 12/08/21



---

ENGINEER'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.....\$ \_\_\_\_\_

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

ENGINEER:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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.

---

Three Rivers CDD

Three Rivers Unit 1,2,4 & County Park  
SR 200, Yulee, FL 32097

APPLICATION NUMBER: 7134-22 / 7135-22

APPLICATION DATE: 06/07/21

PERIOD TO: 05/31/21

VCC PROJECT #: 2019-37, 2019-60

AIA Document C702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certificate is attached.

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

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

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PREVIOUSLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D)	THIS PERIOD (E)					
<b>(Units 1, 2, Original 4)</b>									
1.	General Conditions	\$ 163,503.28	\$ 163,503.28	\$ -		\$ 163,503.28	100.00%	\$ -	\$ -
2.	Payment & Performance Bond	\$ 114,074.90	\$ 114,074.90	\$ -		\$ 114,074.90	100.00%	\$ -	\$ -
3.	NPDES	\$ 114,189.10	\$ 114,189.10	\$ -		\$ 114,189.10	100.00%	\$ -	\$ -
4.	Survey & As-Builts	\$ 252,994.20	\$ 252,994.20	\$ -		\$ 252,994.20	100.00%	\$ -	\$ -
5.	Erosion Control	\$ 77,737.87	\$ 77,737.87	\$ -		\$ 77,737.87	100.00%	\$ -	\$ -
6.	MOT	\$ 2,500.80	\$ 2,500.80	\$ -		\$ 2,500.80	100.00%	\$ -	\$ -
7.	Demolition	\$ 4,126.10	\$ 4,126.10	\$ -		\$ 4,126.10	100.00%	\$ -	\$ -
8.	Clearing	\$ 758,727.50	\$ 758,727.50	\$ -		\$ 758,727.50	100.00%	\$ -	\$ -
9.	Pond Excavation	\$ 2,196,903.16	\$ 2,196,903.16	\$ -		\$ 2,196,903.16	100.00%	\$ -	\$ -
10.	Earthwork	\$ 1,778,358.94	\$ 1,778,358.94	\$ -		\$ 1,778,358.94	100.00%	\$ -	\$ -
11.	Grassing	\$ 390,645.35	\$ 390,645.35	\$ -		\$ 390,645.35	100.00%	\$ -	\$ -
12.	Roadway - Stabilization	\$ 466,342.20	\$ 466,342.20	\$ -		\$ 466,342.20	100.00%	\$ -	\$ -
13.	Roadway - Base	\$ 782,828.70	\$ 782,828.70	\$ -		\$ 782,828.70	100.00%	\$ -	\$ -
14.	Roadway - Asphalt	\$ 553,800.30	\$ 553,800.30	\$ -		\$ 553,800.30	100.00%	\$ -	\$ -
15.	Hardscape	\$ 25,227.10	\$ 25,227.10	\$ -		\$ 25,227.10	100.00%	\$ -	\$ -
16.	Striping & Signage	\$ 95,132.01	\$ 95,132.01	\$ -		\$ 95,132.01	100.00%	\$ -	\$ -
17.	Curb & Sidewalk	\$ 591,549.07	\$ 591,549.07	\$ -		\$ 591,549.07	100.00%	\$ -	\$ -
18.	Storm Drainage	\$ 1,808,298.68	\$ 1,808,298.68	\$ -		\$ 1,808,298.68	100.00%	\$ -	\$ -
19.	Sanitary Sewer	\$ 1,683,749.34	\$ 1,683,749.34	\$ -		\$ 1,683,749.34	100.00%	\$ -	\$ -
20.	Lift Station	\$ 1,682,069.59	\$ 1,682,069.59	\$ -		\$ 1,682,069.59	100.00%	\$ -	\$ -
21.	Force Main	\$ 618,990.68	\$ 618,990.68	\$ -		\$ 618,990.68	100.00%	\$ -	\$ -
22.	Water Main	\$ 1,759,406.26	\$ 1,759,406.26	\$ -		\$ 1,759,406.26	100.00%	\$ -	\$ -
23.	Reuse Main	\$ 854,781.59	\$ 854,781.59	\$ -		\$ 854,781.59	100.00%	\$ -	\$ -
24.	Change Order #1 - DEDUCT Unit 4 Original Work	\$ (4,440,546.23)	\$ (4,440,546.23)	\$ -		\$ (4,440,546.23)	100.00%	\$ -	\$ -
25.	Change Order #2 - U4 Completed work prior to CO1	\$ 714,789.89	\$ 714,789.89	\$ -		\$ 714,789.89	100.00%	\$ -	\$ -
26.	Change Order #3 - Imported A3 dirt	\$ 163,061.28	\$ 163,061.28	\$ -		\$ 163,061.28	100.00%	\$ -	\$ -
27.	Change Order #4 - Bid to Const Changes, Unit 1	\$ 640,564.76	\$ 640,564.76	\$ -		\$ 640,564.76	100.00%	\$ -	\$ -
28.	Change Order #4 - Bid to Const Changes, Unit 2	\$ 37,492.58	\$ 37,492.58	\$ -		\$ 37,492.58	100.00%	\$ -	\$ -
29.	Change Order #5- Unsuitable Overage/Import Fill	\$ 125,901.85	\$ 125,901.85	\$ -		\$ 125,901.85	100.00%	\$ -	\$ -
<b>(Unit 1, 2, Original 4) - Sub-Total</b>		<b>\$ 14,017,200.85</b>	<b>\$ 14,017,200.85</b>	<b>\$ -</b>		<b>\$ 14,017,200.85</b>	<b>100.00%</b>	<b>\$ -</b>	<b>\$ -</b>
<b>(Unit 3 - Change Order #1)</b>									
1.	General Conditions	\$ 17,246.31	\$ 17,246.31	\$ -		\$ 17,246.31	100.00%	\$ -	\$ -
2.	Payment & Performance Bond	\$ 6,210.79	\$ 6,210.79	\$ -		\$ 6,210.79	100.00%	\$ -	\$ -

Three Rivers CDD

Three Rivers Unit 1,2,4 & County Park  
SR 200, Yulee, FL 32097

APPLICATION NUMBER: 22

APPLICATION DATE: 06/07/21

PERIOD TO: 05/31/21

VCC PROJECT #: 2019-37, 2019-60

AIA Document C702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRECEDENTLY STORED (NOT IN DOR #)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FURNISH (C-G)	J RETENAGE
			E FROM PREVIOUS APPLICATION (D-E)	E THIS PERIOD					
3.	NPDES	\$ 17,294.90	\$ 17,294.90	\$ -		\$ 17,294.90	100.00%	\$ -	\$ -
4.	Survey & As-Builts	\$ 13,752.46	\$ 13,752.46	\$ -		\$ 13,752.46	100.00%	\$ -	\$ -
5.	Erosion Control	\$ 6,923.55	\$ 6,923.55	\$ -		\$ 6,923.55	100.00%	\$ -	\$ -
6.	Clearing	\$ 56,677.20	\$ 56,677.20	\$ -		\$ 56,677.20	100.00%	\$ -	\$ -
7.	Earthwork	\$ 191,868.88	\$ 191,868.88	\$ -		\$ 191,868.88	100.00%	\$ -	\$ -
8.	Grassing	\$ 25,035.01	\$ 25,035.01	\$ -		\$ 25,035.01	100.00%	\$ -	\$ -
9.	Roadway - Stabilization	\$ 40,170.88	\$ 40,170.88	\$ -		\$ 40,170.88	100.00%	\$ -	\$ -
10.	Roadway - Base	\$ 60,177.81	\$ 60,177.81	\$ -		\$ 60,177.81	100.00%	\$ -	\$ -
11.	Roadway - Asphalt	\$ 45,020.43	\$ 45,020.43	\$ -		\$ 45,020.43	100.00%	\$ -	\$ -
12.	Striping & Signage	\$ 5,138.20	\$ 5,138.20	\$ -		\$ 5,138.20	100.00%	\$ -	\$ -
13.	Curb & Sidewalk	\$ 37,659.84	\$ 37,659.84	\$ -		\$ 37,659.84	100.00%	\$ -	\$ -
14.	Storm Drainage	\$ 85,514.75	\$ 85,514.75	\$ -		\$ 85,514.75	100.00%	\$ -	\$ -
15.	Sanitary Sewer	\$ 94,711.56	\$ 94,711.56	\$ -		\$ 94,711.56	100.00%	\$ -	\$ -
16.	Water Main	\$ 127,315.08	\$ 127,315.08	\$ -		\$ 127,315.08	100.00%	\$ -	\$ -
17.	Reuse Main	\$ 84,756.90	\$ 84,756.90	\$ -		\$ 84,756.90	100.00%	\$ -	\$ -
18.	Change Order #4 - Bid to Const Changes, Unit 3	\$ (72,460.31)	\$ (72,460.31)	\$ -		\$ (72,460.31)	100.00%	\$ -	\$ -
	(Unit 3 - Change Order #1) - Sub-Total	\$ 843,014.24	\$ 843,014.24	\$ -		\$ 843,014.24	100.00%	\$ -	\$ -
	(Unit 4 Re-Design - Change Order #08)								
1.	General Conditions	\$ 39,507.38	\$ 22,627.88	\$ 4,603.50		\$ 27,231.38	68.93%	\$ 12,276.00	\$ 1,361.57
2.	Payment & Performance Bond	\$ 21,180.00	\$ 21,180.00	\$ -		\$ 21,180.00	100.00%	\$ -	\$ 1,059.00
3.	NPDES	\$ 30,683.97	\$ 16,001.42	\$ 3,746.99		\$ 19,748.41	64.36%	\$ 10,935.56	\$ 987.42
4.	Survey & As-Builts	\$ 60,934.00	\$ 23,375.00	\$ 7,958.10		\$ 31,333.10	51.42%	\$ 29,600.90	\$ 1,566.66
5.	Erosion Control	\$ 22,257.99	\$ 12,732.03	\$ 673.73		\$ 13,405.56	60.23%	\$ 8,851.43	\$ 670.33
6.	Demolition	\$ 9,293.31	\$ 8,593.31	\$ -		\$ 8,593.31	92.47%	\$ 700.00	\$ 429.67
7.	Clearing	\$ 207,816.40	\$ 207,816.40	\$ -		\$ 207,816.40	100.00%	\$ -	\$ 10,390.82
8.	Pond Excavation	\$ 601,559.77	\$ 258,671.83	\$ 225,574.45		\$ 484,246.28	80.50%	\$ 117,313.49	\$ 24,212.31
9.	Earthwork	\$ 461,669.69	\$ 268,353.41	\$ 33,100.47		\$ 301,453.88	65.30%	\$ 160,215.81	\$ 15,072.69
10.	Grassing	\$ 84,416.40	\$ -	\$ -		\$ -		\$ 84,416.40	\$ -
11.	Roadway - Stabilization	\$ 109,355.52	\$ -	\$ 10,182.40		\$ 10,182.40	9.31%	\$ 99,173.12	\$ 509.12
12.	Roadway - Base	\$ 161,157.59	\$ -	\$ -		\$ -		\$ 161,157.59	\$ -
13.	Roadway - Asphalt	\$ 120,529.74	\$ -	\$ -		\$ -		\$ 120,529.74	\$ -
14.	Striping & Signage	\$ 26,120.00	\$ -	\$ -		\$ -		\$ 26,120.00	\$ -
15.	Curb & Sidewalk	\$ 136,397.35	\$ -	\$ -		\$ -		\$ 136,397.35	\$ -
16.	Retaining Wall	\$ 70,470.00	\$ -	\$ -		\$ -		\$ 70,470.00	\$ -

Three Rivers CDD

Three Rivers Unit 1,2,4 & County Park  
SR 200, Yulee, FL 32097

APPLICATION NUMBER: 22  
APPLICATION DATE: 06/07/21  
PERIOD TO: 05/31/21  
VCCPROJECT #: 2019-37, 2019-60

AIA Document C702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certificate is attached.

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

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

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G)	BALANCE TO FINISH (C-I)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
17.	Storm Drainage	\$ 478,070.59	\$ 356,824.71	\$ 23,365.28		\$ 380,189.99	79.53%	\$ 97,880.60	\$ 19,009.50
18.	Sanitary Sewer	\$ 465,745.92	\$ 404,199.83	\$ 12,980.63		\$ 417,180.46	89.57%	\$ 48,565.46	\$ 20,859.02
19.	Water Main	\$ 326,669.05	\$ 53,290.72	\$ 183,873.88		\$ 237,164.60	72.60%	\$ 89,504.45	\$ 11,858.23
20.	Reuse Main	\$ 246,888.72	\$ 55,485.07	\$ 73,280.95		\$ 128,766.02	52.16%	\$ 118,122.70	\$ 6,438.30
21.	Electrical Allowance	\$ 59,800.00	\$ -	\$ -		\$ -		\$ 59,800.00	\$ -
	<b>(Unit 4 Re-Design, Change Order #08) - Sub-Total</b>	<b>\$ 3,740,523.39</b>	<b>\$ 1,709,152.41</b>	<b>\$ 579,340.38</b>		<b>\$ 2,288,492.79</b>	<b>61.18%</b>	<b>\$ 1,452,030.60</b>	<b>\$ 114,424.64</b>
	<b>(County Park)</b>								
1.	General Conditions	\$ 19,914.34	\$ 13,712.08	\$ 775.28		\$ 14,487.37	72.75%	\$ 5,426.97	\$ 724.37
2.	Payment & Performance Bond	\$ 11,417.10	\$ 11,417.10	\$ -		\$ 11,417.10	100.00%	\$ -	\$ 570.86
3.	NPDES	\$ 35,944.91	\$ 22,210.95	\$ 3,953.50		\$ 26,164.45	72.79%	\$ 9,780.46	\$ 1,308.22
4.	Survey & As-Builts	\$ 25,299.30	\$ 13,553.19	\$ 1,987.81		\$ 15,541.00	61.43%	\$ 9,758.31	\$ 777.05
5.	Erosion Control	\$ 14,801.85	\$ 13,134.75	\$ 1,667.10		\$ 14,801.85	100.00%	\$ -	\$ 740.09
6.	MOT	\$ 3,789.58	\$ 2,084.27	\$ 757.92		\$ 2,842.19	75.00%	\$ 947.40	\$ 142.11
7.	Demolition	\$ 9,636.80	\$ 9,636.80	\$ -		\$ 9,636.80	100.00%	\$ -	\$ 481.84
8.	Clearing	\$ 113,356.80	\$ 113,356.80	\$ -		\$ 113,356.80	100.00%	\$ -	\$ 5,667.84
9.	Pond Excavation	\$ 117,404.32	\$ 98,400.00	\$ -		\$ 98,400.00	83.81%	\$ 19,004.32	\$ 4,920.00
10.	Earthwork	\$ 332,677.62	\$ 162,504.08	\$ 2,445.04		\$ 164,949.12	49.58%	\$ 167,728.50	\$ 8,247.46
11.	Grassing	\$ 28,303.72	\$ 14,182.00	\$ 3,625.00		\$ 17,807.00	62.91%	\$ 10,496.72	\$ 890.35
12.	Roadway - Stabilization	\$ 69,382.60	\$ 39,923.16	\$ 27,879.44		\$ 67,802.60	97.72%	\$ 1,580.00	\$ 3,390.13
13.	Roadway - Base	\$ 76,405.00	\$ -	\$ 15,281.00		\$ 15,281.00	20.00%	\$ 61,124.00	\$ 764.05
14.	Roadway - Asphalt	\$ 65,155.00	\$ -	\$ -		\$ -		\$ 65,155.00	\$ -
15.	Striping & Signage	\$ 6,123.70	\$ -	\$ 612.37		\$ 612.37	10.00%	\$ 5,511.33	\$ 30.62
16.	Curb & Sidewalk	\$ 164,922.35	\$ -	\$ 25,773.10		\$ 25,773.10	15.63%	\$ 139,149.25	\$ 1,288.66
17.	Storm Drainage	\$ 236,275.37	\$ 181,656.87	\$ -		\$ 181,656.87	76.88%	\$ 54,618.50	\$ 9,082.84
18.	Lift Station	\$ 74,275.18	\$ 57,027.78	\$ 2,484.10		\$ 59,511.88	80.12%	\$ 14,763.30	\$ 2,975.59
19.	Force Main	\$ 75,563.91	\$ 62,544.46	\$ 5,924.06		\$ 68,468.52	90.61%	\$ 7,095.39	\$ 3,423.43
20.	Water Main	\$ 157,884.24	\$ 135,818.25	\$ 7,563.60		\$ 143,381.85	90.81%	\$ 14,502.39	\$ 7,169.09
21.	Reuse Main	\$ 51,905.75	\$ 40,750.66	\$ 1,565.27		\$ 42,315.93	81.52%	\$ 9,589.82	\$ 2,115.80
22.	Change Order #4 - Bid to Corst Changes, Park	\$ 8,862.73	\$ 11,849.71	\$ (2,986.98)		\$ 8,862.73	100.00%	\$ -	\$ 443.14
	<b>(County Park) - Sub-Total</b>	<b>\$ 1,699,302.17</b>	<b>\$ 1,003,762.92</b>	<b>\$ 99,307.61</b>		<b>\$ 1,103,070.52</b>	<b>64.91%</b>	<b>\$ 596,231.65</b>	<b>\$ 55,153.53</b>

Three Rivers CDD

Three Rivers Unit 1,2,4 & County Park  
SR 200, Yulee, FL 32097

APPLICATION NUMBER: 7134-22 / 7135-22

APPLICATION DATE: 06/07/21

PERIOD TO: 05/31/21

VCC PROJECT #: 2019-37, 2019-60

AIA Document C701, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PREVIOUSLY STOKED (NOT IN DOR 1)	G TOTAL COMPLETED AND STOKED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO PERFORM (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-1)							
<b>(Allowances)</b>										
1.	Roadway Underdrain (Units 1-4)	\$ 48,826.60	\$ 17,967.48	\$ -	\$ -	\$ 17,967.48	36.80%	\$ 30,859.12	\$ 898.37	
2.	Sleeves Allowance (Units 1-4)	\$ 18,840.00	\$ 22,897.20	\$ -	\$ -	\$ 22,897.20	121.54%	\$ (4,057.20)	\$ 1,144.86	
3.	Unsuitables Allowance (Units 1-4)	\$ 500,000.01	\$ 500,000.01	\$ -	\$ -	\$ 500,000.01	100.00%	\$ -	\$ 25,000.00	
4.	Electrical Allowance (Units 1-4)	\$ 300,000.00	\$ 217,992.78	\$ -	\$ -	\$ 217,992.78	72.66%	\$ 82,007.22	\$ 10,899.64	
5.	Sleeves Allowance (County Park)	\$ 18,840.00	\$ -	\$ -	\$ -	\$ -		\$ 18,840.00	\$ -	
6.	Electrical Allowance (County Park)	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -		\$ 25,000.00	\$ -	
	<b>(Allowances) - Sub-Total</b>	<b>\$ 911,506.61</b>	<b>\$ 758,857.47</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 758,857.47</b>	<b>83.25%</b>	<b>\$ 152,649.14</b>	<b>\$ 37,942.87</b>	
<b>(Misc. Change Orders)</b>										
	CO #6 - ODP Materials, PO's #1-7 (Credit)	\$ (2,558,013.73)	\$ (2,350,196.60)	\$ -	\$ -	\$ (2,350,196.60)	91.88%	\$ (207,817.13)	\$ -	
	CO #7 - Unit 6 Early Clearing	\$ 266,514.35	\$ 266,514.35	\$ -	\$ -	\$ 266,514.35	100.00%	\$ -	\$ 13,325.72	
	CO #9 - Tax Credit for PO's # 001 - 007	\$ (150,788.39)	\$ (150,788.39)	\$ -	\$ -	\$ (150,788.39)	100.00%	\$ -	\$ -	
	CO #10 - ODP Material (PO# 008) and Tax Credit	\$ (36,665.52)	\$ (36,665.52)	\$ -	\$ -	\$ (36,665.52)	100.00%	\$ -	\$ (1,833.28)	
	CO #11 - ODP Material (PO# 009) and Tax Credit	\$ (139,641.53)	\$ (139,641.53)	\$ -	\$ -	\$ (139,641.53)	100.00%	\$ -	\$ (6,982.08)	
	CO #12 - ODP Material (PO# 010) and Tax Credit	\$ (65,576.12)	\$ (65,576.12)	\$ -	\$ -	\$ (65,576.12)	100.00%	\$ -	\$ (3,278.81)	
	<b>(Misc Change Orders) - Sub-Total</b>	<b>\$ (2,684,170.94)</b>	<b>\$ (2,476,353.81)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (2,476,353.81)</b>		<b>\$ (207,817.13)</b>	<b>\$ 1,231.56</b>	
	<b>TOTAL-----&gt;</b>	<b>\$ 18,527,376.33</b>	<b>\$ 15,855,634.08</b>	<b>\$ 678,647.99</b>	<b>\$ -</b>	<b>\$ 16,534,282.07</b>	<b>89.24%</b>	<b>\$ 1,993,094.26</b>	<b>\$ 208,752.60</b>	

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

The undersigned lienor, upon payment from the lienee, of the sum of \$644,715.59, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through May 31, 2021 on the job of Three Rivers CDD to the following described property :

**Project:** Three Rivers Unit 1,2,4 & County Park  
**Location:** SR 200, Yulee, FL 32097  
**Invoice#:** 7134-22 / 7135-22


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

**Dated on:** June 7, 2021

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

**Address:** P.O. Box 1889  
Green Cove Springs, FL 32043

**Phone:** 904-291-9330

**By:** 

**Printed Name:** Tim Gaddis

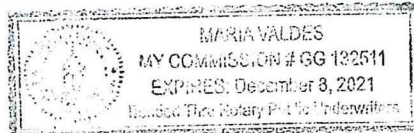
**Title:** Project Manager

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 7th day of JUNE 2021 by Tim Gaddis of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

  
Notary Public



*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.*

### Unit 4 (Re-Design), Change Order #008

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Total Price	Installed	Prev Qty	Total Qty to Date	% Complete	Billed This Month	Prev. Billings	Total Completed to Date
100	General Conditions	1.00	LS	\$30,690.00	\$30,690.00	0.15	0.45	0.60	60.00%	\$4,603.50	\$13,810.50	\$18,414.00
104.01	Construction Entrance	1.00	EACH	\$8,817.38	\$8,817.38		1.00	1.00	100.00%	\$0.00	\$8,817.38	\$8,817.38
<b>GENERAL CONDITIONS</b>												
201	Payment & Performance Bonds	1.00	LS	\$21,180.00	\$21,180.00		1.00	1.00	100.00%	\$4,603.50	\$22,627.88	\$27,231.38
<b>BONDS</b>												
300	NPDES Permit Compliance	1.00	LS	\$3,700.00	\$3,700.00		1.00	1.00	100.00%	\$0.00	\$21,180.00	\$21,180.00
303	Maintain Silt Fence	6,811.00	LF	\$1.67	\$11,374.37	1,020.00	3,406.00	4,426.00	64.98%	\$1,703.40	\$5,688.02	\$7,391.42
303	Maintain Silt Fence (Unit 5 Fill Area)	5,780.00	LF	\$1.67	\$9,652.60	867.00	2,890.00	3,757.00	65.00%	\$1,447.89	\$4,826.30	\$6,274.19
304	NPDES Reporting	10.00	MO	\$995.70	\$9,957.00	1.00	3.00	4.00	40.00%	\$595.70	\$1,787.10	\$2,382.80
<b>NPDES</b>												
400	Surveying	1.00	LS	\$29,550.00	\$29,550.00	0.15	0.50	0.65	65.00%	\$3,746.99	\$16,001.42	\$19,748.41
400	Surveying, (Unit 5 Fill Area)	1.00	LS	\$7,744.00	\$7,744.00	0.15	0.50	0.65	65.00%	\$1,161.60	\$3,872.00	\$5,033.60
<b>SURVEY</b>												
500	As Builts - P&D	1.00	LS	\$9,525.00	\$9,525.00	0.10	0.20	0.30	30.00%	\$952.50	\$1,905.00	\$2,857.50
500	As Builts - Utility	1.00	LS	\$14,115.00	\$14,115.00	0.10	0.20	0.30	30.00%	\$1,411.50	\$2,823.00	\$4,234.50
<b>AS-BUILTS</b>												
601	Silt Fence Type III (Regular)	6,811.00	LF	\$0.89	\$6,061.79		6,811.00	6,811.00	100.00%	\$0.00	\$6,061.79	\$6,061.79
601	Silt Fence Type III (Regular) - (Unit 5 Fill Area)	5,780.00	LF	\$0.89	\$5,144.20	757.00	3,000.00	3,757.00	65.00%	\$673.73	\$2,670.00	\$3,343.73
601	Remove Silt Fence	6,811.00	LF	\$0.56	\$3,814.16		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
601	Remove Silt Fence - (Unit 5 Fill Area)	5,780.00	LF	\$0.56	\$3,236.80		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
608	Inlet Protection	24.00	EACH	\$166.71	\$4,001.04	24.00	24.00	24.00	100.00%	\$0.00	\$4,001.04	\$4,001.04
<b>EROSION</b>												
801	Demo Storm Pipe (36" HP)	189.00	LF	\$33.19	\$6,272.91		189.00	189.00	100.00%	\$0.00	\$6,272.91	\$6,272.91
802	Demo Storm Structures (36" MES)	2.00	EACH	\$1,160.20	\$2,320.40		2.00	2.00	100.00%	\$0.00	\$2,320.40	\$2,320.40
801	Demo Curb & Gutter	35.00	LF	\$20.00	\$700.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>DEMOLITION</b>												
900	Clearing	34.00	ACRE	\$4,723.10	\$160,585.40		34.00	34.00	100.00%	\$0.00	\$160,585.40	\$160,585.40
900	Clearing - (Unit 5 Fill Area Only)	10.00	ACRE	\$4,723.10	\$47,231.00		10.00	10.00	100.00%	\$0.00	\$47,231.00	\$47,231.00
<b>CLEARING</b>												
1000	Pond Excavation	122,139.00	CY	\$4.35	\$530,719.15	45,800.00	52,520.00	98,320.00	80.50%	\$199,010.45	\$28,210.23	\$427,220.68
1001	Dewater For Pond	122,139.00	CY	\$0.58	\$70,840.62	45,800.00	52,520.00	98,320.00	80.50%	\$26,564.00	\$0.00	\$57,025.60
<b>POND EXCAVATION</b>												
1104	Strip Topsoil	17,366.00	CY	\$2.80	\$48,624.80		17,366.00	17,366.00	100.00%	\$0.00	\$48,624.80	\$48,624.80
1105	Bury In Pond	52,367.00	CY	\$1.79	\$93,736.93	5,235.00	26,183.50	31,418.50	60.00%	\$9,370.65	\$46,868.47	\$56,239.12
1104	Strip Topsoil - (Unit 5 Fill Area)	10,083.00	CY	\$2.80	\$28,232.40		10,083.00	10,083.00	100.00%	\$0.00	\$28,232.40	\$28,232.40
1109	Stockpile Topsoil (Unit 5 Fill Area)	10,083.00	CY	\$0.83	\$8,368.89		10,083.00	10,083.00	100.00%	\$0.00	\$8,368.89	\$8,368.89
1108	Site Cut	5,896.00	CY	\$2.91	\$17,157.36	300.00	4,127.20	4,427.20	75.09%	\$873.00	\$12,010.15	\$12,883.15
1109	Place & Compact Fill (Unit 4 & 5 Fill Areas)	91,364.00	CY	\$1.24	\$113,291.36	9,135.00	63,954.80	73,089.80	80.00%	\$11,327.40	\$79,303.95	\$90,631.35
1109	Stockpile Fill (Unit 5)	26,689.00	CY	\$0.83	\$22,151.87	7,519.00	19,160.00	26,689.00	100.00%	\$6,249.07	\$15,902.80	\$22,151.87
1110	Earthwork Density Testing	1.00	LS	\$30,890.00	\$30,890.00	0.10	0.55	0.65	65.00%	\$3,089.00	\$16,989.50	\$20,078.50
1115	Fine Grade Lots	80,680.00	SY	\$0.51	\$41,146.80		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1116	Site Dewatering	1.00	LS	\$21,913.54	\$21,913.54	0.10	0.55	0.65	65.00%	\$2,191.35	\$12,052.45	\$14,243.80
1118	Final Dressout	37,340.00	SY	\$0.36	\$13,442.40		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1118	Final Dressout (Unit 5 Fill Area)	48,400.00	SY	\$0.36	\$17,424.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1119	Dress Behind Electric Contractor	1.00	LS	\$5,289.34	\$5,289.34		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>EARTHWORK</b>												
1201	Site Sod	1,985.00	SY	\$2.50	\$4,962.50		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1202	Site Seed and Mulch	21,830.00	SY	\$0.33	\$7,203.90		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1202	Site Seed And Mulch - (Unit 5 Fill Area)	48,400.00	SY	\$0.33	\$15,972.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1203	Pond Sod	8,650.00	SY	\$2.50	\$21,625.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1205	Right of Way Sod	1,440.00	SY	\$2.50	\$3,600.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1206	Right of Way Seed and Mulch	13,420.00	SY	\$0.33	\$4,428.60		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1207	Seed and Mulch Lots	80,680.00	SY	\$0.33	\$26,624.40		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>GRASSING</b>												
1300	Subsoil Stabilization	14,775.00	SY	\$6.88	\$101,652.00	1,480.00	0.00	1,480.00	10.02%	\$10,182.40	\$0.00	\$10,182.40
1300	Subsoil Stabilization (Stabilized Access Road)	554.00	SY	\$6.88	\$3,811.52		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1302	Subgrade for Sidewalk	720.00	SY	\$3.16	\$2,275.20		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1303	12" Stabilized Subgrade (Temp Cul De Sac)	235.00	SY	\$6.88	\$1,616.80		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>STABILIZATION</b>												
1402	6" Limerock	12,674.00	SY	\$11.99	\$151,961.26		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1402	6" Limerock (Stabilized Access Road)	554.00	SY	\$11.99	\$6,642.46		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1407	6" Crushed Concrete Base	213.00	SY	\$11.99	\$2,553.87		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>ROADWAY BASE</b>												
1505	1 1/2" Asphalt Pavement	12,674.00	SY	\$8.95	\$113,432.30		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1517	Prime Limerock	12,674.00	SY	\$0.56	\$7,097.44		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>ASPHALT</b>												
1700	Striping & Signs	1.00	LS	\$26,120.00	\$26,120.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>STRIPING / SIGNS</b>												
1804	18" Miami Curb & Gutter	7,545.00	LF	\$9.15	\$69,036.75		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
1805	18" City Std. Curb & Gutter	2,175.00	LF	\$17.30	\$37,627.50		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>CURB</b>												
2000	Sidewalks	6,470.00	SF	\$3.90	\$25,233.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
2005	A.D.A. Handicap Ramps	9.00	EACH	\$220.50	\$1,984.50		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
2006	A.D.A. Mats	76.00	SF	\$33.10	\$2,515.60		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>SIDEWALK</b>												
2103	Keystone Retaining Wall	270.00	LF	\$261.00	\$70,470.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>RETAINING WALLS</b>												
3003	Dewater Storm Drain	1.00	LS	\$44,419.71	\$44,419.71	0.10	0.90	1.00	100.00%	\$4,441.97	\$39,977.74	\$44,419.71
3026	Storm Structures (All types)	25.00	EACH	\$4,726.56	\$118,164.00		24.00	24.00	96.00%	\$0.00	\$113,437.44	\$113,437.44
3085	MES (All sizes)	9.00	EACH	\$1,772.06	\$15,948.50		8.00	8.00	88.89%	\$0.00	\$14,176.44	\$14,176.44
3118	Storm Pipe (All sizes / types)	2,456.00	LF	\$85.63	\$210,297.04	221.00	2,210.00	2,431.00	98.98%	\$18,923.31	\$189,233.09	\$208,156.39
3077	Underdrain Stubs From Inlets	840.00	LF	\$30.80	\$25,872.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
3080	Roadway Underdrain	1,800.00	LF	\$26.95	\$48,510.54		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
3279	Punch Out Storm Drain	2,456.00	LF	\$1.65	\$4,052.40		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
3280	TV Storm Drain	2,456.00	LF	\$4.40	\$10,806.40		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>STORM</b>												
4003	Dewater Gravity Sewer	1.00	LS	\$62,012.60	\$62,012.60	0.05	0.90	0.95	95.00%	\$3,100.63	\$58,811.34	\$61,911.97
4014	Sanitary Manholes (All types/depths)	22.00	EACH	\$6,385.56	\$140,482.32		22.00	22.00	100.00%	\$0.00	\$140,482.32	\$140,482.32
4111	8" SDR 26 Sewer Main (All depths)	5,206.00	LF	\$32.14	\$167,326.40		4,970.00	4,970.00	95.47%	\$0.00	\$159,741.11	\$159,741.11



4145	Sewer Services	104.00	EACH	\$617.50	\$64,220.00	16.00	78.00	94.00	90.38%	\$9,880.00	\$48,165.00	\$58,045.00
4144	Punch Out Sewer	5,206.00	LF	\$1.65	\$8,589.90		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
4146	TV Test Sewer Main	5,206.00	LF	\$4.44	\$23,114.64		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>SANITARY SEWER</b>					<b>\$465,745.92</b>				<b>89.57%</b>	<b>\$12,980.63</b>	<b>\$404,199.83</b>	<b>\$417,180.46</b>
7000	DR18 PVC Water Main (All sizes)	4,590.00	LF	\$36.53	\$167,694.35	3,160.00	1,200.00	4,360.00	94.99%	\$115,449.71	\$43,841.66	\$159,291.37
7000	Gate Valves (All sizes)	17.00	EACH	\$1,677.76	\$28,522.00	12.00	4.00	16.00	94.12%	\$20,133.18	\$6,711.06	\$26,844.24
7000	Sample Points, Flushing Hyd, Locate Box	21.00	EACH	\$697.00	\$14,637.00	19.00	0.00	19.00	90.48%	\$13,243.00	\$0.00	\$13,243.00
7105	Fire Hydrant	7.00	EACH	\$2,738.00	\$19,166.00	6.00	1.00	7.00	100.00%	\$16,428.00	\$2,738.00	\$19,166.00
7000	Water Services (All sizes/types)	80.00	EACH	\$931.00	\$74,480.00	20.00	0.00	20.00	25.00%	\$18,620.00	\$0.00	\$18,620.00
7246	Punch Out for Water Main	4,590.00	LF	\$1.65	\$7,573.50		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
7248	Flushing & BT's for Water Main	4,590.00	LF	\$0.83	\$3,809.70		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
7249	Locate Wire Test For Water Main	4,590.00	LF	\$0.51	\$2,340.50		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
7250	Pressure Test for Water Main	4,590.00	LF	\$1.84	\$8,445.60		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>WATERMAIN</b>					<b>\$326,669.05</b>				<b>72.50%</b>	<b>\$183,873.88</b>	<b>\$53,290.72</b>	<b>\$237,164.60</b>
9000	DR18 PVC Reuse Main (All sizes)	4,489.00	LF	\$25.91	\$116,292.90	1,375.00	1,990.00	3,365.00	74.96%	\$35,621.02	\$51,553.32	\$87,174.34
9000	Gate Valves (All sizes)	12.00	EACH	\$1,310.58	\$15,727.00	6.00	3.00	9.00	75.00%	\$7,863.50	\$3,931.75	\$11,795.25
9000	Sample Points, Flushing Hyd	16.00	EACH	\$850.09	\$13,601.50	12.00	0.00	12.00	75.00%	\$10,201.13	\$0.00	\$10,201.13
9000	Reuse Services (All types/sizes)	81.00	EACH	\$979.77	\$79,361.00	20.00	0.00	20.00	24.69%	\$19,595.31	\$0.00	\$19,595.31
9239	Punch Out for Reuse Main	4,489.00	LF	\$1.65	\$7,406.85		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
9240	Flushing for Reuse Main	4,489.00	LF	\$0.83	\$3,725.87		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
9241	Locate Wire Test For Reuse Main	4,489.00	LF	\$0.56	\$2,513.84		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
9242	Pressure Test For Reuse Main	4,489.00	LF	\$1.84	\$8,259.76		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>REUSE</b>					<b>\$246,888.72</b>				<b>52.16%</b>	<b>\$73,280.95</b>	<b>\$55,455.07</b>	<b>\$128,766.02</b>
<b>BASE BID TOTALS</b>					<b>\$1,680,723.39</b>				<b>62.18%</b>	<b>\$579,340.39</b>	<b>\$1,709,152.41</b>	<b>\$2,288,492.79</b>
10000	Electrical Allowance	104.00	LOT	\$575.00	\$59,800.00		0.00	0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>ELECTRICAL ALLOWANCE</b>					<b>\$59,800.00</b>				<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>UNIT TOTALS W/ALLOWANCES</b>					<b>\$8,790,523.39</b>				<b>81.18%</b>	<b>\$579,340.39</b>	<b>\$1,709,152.41</b>	<b>\$2,288,492.79</b>

## County Park

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Contract Price	Qty. Installed This Month	Prev Qty	Qty. Installed to Date	% Complete	Billing This Month	Prev Billings	Completed To Date
00100	General Conditions	1.00	Lump Sum	\$15,505.64	\$15,505.64	0.05	0.60	0.65	65%	\$ 775.28	\$ 9,303.38	\$ 10,078.67
00200	Construction Entrance	1.00	Each	\$4,408.70	\$4,408.70		1.00	1.00	100%	\$ -	\$ 4,408.70	\$ 4,408.70
<b>GENERAL CONDITIONS</b>												
00200	Payment & Performance Bonds	1.00	Lump Sum	\$11,417.10	\$11,417.10	1.00	1.00	1.00	100%	\$ 775.28	\$ 13,712.08	\$ 14,487.37
<b>BONDS</b>												
00300	NPDES Permit Compliance	1.00	Lump Sum	\$6,425.02	\$6,425.02	0.05	0.60	0.65	65%	\$ 321.25	\$ 3,855.01	\$ 4,176.26
00300	NPDES Permit Fee	1.00	Each	\$8,001.94	\$8,001.94		1.00	1.00	100%	\$ -	\$ 8,001.94	\$ 8,001.94
00300	Maintain Silt Fence	12,885.00	Linear Feet	\$1.67	\$21,517.95	2175.00	6,200.00	8,375.00	65%	\$ 3,632.25	\$ 10,354.00	\$ 13,986.25
<b>NPDES</b>												
00400	Surveying	1.00	Lump Sum	\$14,456.70	\$14,456.70	0.05	0.60	0.65	65%	\$ 722.84	\$ 8,674.02	\$ 9,396.86
<b>SURVEY</b>												
00500	As Builts - P&D	1.00	Lump Sum	\$3,614.20	\$3,614.20	0.05	0.35	0.40	40%	\$ 180.71	\$ 1,764.97	\$ 1,445.68
00500	As Builts - Utilities	1.00	Lump Sum	\$7,228.40	\$7,228.40	0.15	0.50	0.65	65%	\$ 1,084.26	\$ 3,614.20	\$ 4,698.46
<b>AS-BUILTS</b>												
00600	Silt Fence Type III (Regular)	12,885.00	Linear Feet	\$0.89	\$11,467.65		12,885.00	12,885.00	100%	\$ -	\$ 11,467.65	\$ 11,467.65
00600	Inlet Protection	20.00	Each	\$166.71	\$3,334.20	10.00	10.00	20.00	100%	\$ 1,667.10	\$ 1,667.10	\$ 3,334.20
<b>EROSION CONTROL</b>												
00700	Maintenance of Traffic - Edwards Road	1.00	Lump Sum	\$3,789.58	\$3,789.58	0.20	0.55	0.75	75%	\$ 757.92	\$ 2,084.27	\$ 2,842.19
<b>MOT</b>												
00800	Demo Sidewalks & Conc. Drives	2,500.00	Square Feet	\$1.79	\$4,475.00		2,500.00	2,500.00	100%	\$ -	\$ 4,475.00	\$ 4,475.00
00800	MHI Existing Asphalt	1,400.00	Square Yard	\$3.33	\$4,662.00		1,400.00	1,400.00	100%	\$ -	\$ 4,662.00	\$ 4,662.00
00800	Sawcut Asphalt	105.00	Linear Feet	\$4.76	\$499.80		105.00	105.00	100%	\$ -	\$ 499.80	\$ 499.80
<b>DEMO</b>												
00900	Clearing	24.00	Acre	\$4,723.20	\$113,356.80		24.00	24.00	100%	\$ -	\$ 113,356.80	\$ 113,356.80
<b>CLEAR/GRUB</b>												
01000	Dewater for Pond	35,794.00	Cubic Yard	\$0.58	\$20,760.52		30,000.00	30,000.00	84%	\$ -	\$ 17,400.00	\$ 17,400.00
01000	Pond Excavation	35,794.00	Cubic Yard	\$2.70	\$96,643.80		30,000.00	30,000.00	84%	\$ -	\$ 81,000.00	\$ 81,000.00
<b>POND EXCAVATION</b>												
01100	Strip Topsoil	23,540.00	Cubic Yard	\$2.80	\$65,912.00		23,540.00	23,540.00	100%	\$ -	\$ 65,912.00	\$ 65,912.00
01100	Bury In Pond	23,540.00	Cubic Yard	\$1.79	\$42,136.60		23,540.00	23,540.00	100%	\$ -	\$ 42,136.60	\$ 42,136.60
01100	Place & Compact Fill	57,103.00	Cubic Yard	\$1.24	\$70,807.72		39,972.10	39,972.10	70%	\$ -	\$ 49,565.40	\$ 49,565.40
01100	Earthwork Density Testing	1.00	Lump Sum	\$9,780.16	\$9,780.16	0.25	0.50	0.75	75%	\$ 2,445.04	\$ 4,890.08	\$ 7,335.12
01100	Haul Fill From Three Rivers Site	21,309.00	Cubic Yard	\$3.19	\$67,975.71		0.00	0.00	0%	\$ -	\$ -	\$ -
01100	Final Dressout	91,917.00	Square Yard	\$0.77	\$70,776.09		0.00	0.00	0%	\$ -	\$ -	\$ -
01100	Dress Behind Electric Contractor	1.00	Lump Sum	\$5,289.34	\$5,289.34		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>EARTHWORK</b>												
01200	Pond Sod	6,313.00	Square Yard	\$2.44	\$15,403.72		5,300.00	5,300.00	84%	\$ -	\$ 12,932.00	\$ 12,932.00
01200	Edwards Road Right of Way Sod - Offsite	5,160.00	Square Yard	\$2.50	\$12,900.00	1450.00	500.00	1,950.00	38%	\$ 3,625.00	\$ 1,250.00	\$ 4,875.00
<b>GRASSING</b>												
01300	Subgrade for Sidewalk	900.00	Square Yard	\$3.16	\$2,844.00	400.00	0.00	400.00	44%	\$ 1,264.00	\$ -	\$ 1,264.00
01300	Subsoil Stabilization	8,860.00	Square Yard	\$7.51	\$66,538.60	3544.00	5,316.00	8,860.00	100%	\$ 26,615.44	\$ 39,923.16	\$ 66,538.60
<b>STABILIZATION</b>												
01400	6" Limerock	5,900.00	Square Yard	\$12.95	\$76,405.00	1180.00	0.00	1,180.00	20%	\$ 15,281.00	\$ -	\$ 15,281.00
<b>BASE</b>												
01500	1" Asphalt Pavement Overlay	1,400.00	Square Yard	\$7.22	\$10,108.00		0.00	0.00	0%	\$ -	\$ -	\$ -
01500	1 1/2" Asphalt Pavement - Park 1 Lift / SP9.5	5,900.00	Square Yard	\$8.77	\$51,743.00		0.00	0.00	0%	\$ -	\$ -	\$ -
01500	Prime Limerock	5,900.00	Square Yard	\$0.56	\$3,304.00		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>ASPHALT</b>												
01700	Striping & Signs	1.00	Lump Sum	\$6,123.70	\$6,123.70	0.10	0.00	0.10	10%	\$ 612.37	\$ -	\$ 612.37
<b>STRIPING &amp; SIGNS</b>												
01800	18" Miami Curb & Gutter - Park	2,450.00	Linear Feet	\$8.84	\$21,746.40	2460.00	0.00	2,460.00	100%	\$ 21,746.40	\$ -	\$ 21,746.40
01800	Ribbon Curb - Park	100.00	Linear Feet	\$14.68	\$1,468.00	100.00	0.00	100.00	100%	\$ 1,468.00	\$ -	\$ 1,468.00
01800	24" Curb & Gutter - Park	90.00	Linear Feet	\$28.43	\$2,558.70	90.00	0.00	90.00	100%	\$ 2,558.70	\$ -	\$ 2,558.70
<b>CURB</b>												
02000	8" Sidewalk	21,390.00	Square Feet	\$3.92	\$83,848.80		0.00	0.00	0%	\$ -	\$ -	\$ -
02000	6" Sidewalk	8,670.00	Square Feet	\$3.92	\$33,896.40		0.00	0.00	0%	\$ -	\$ -	\$ -
02000	A.B.A. Handicap Ramps	15.00	Each	\$166.71	\$2,500.65		0.00	0.00	0%	\$ -	\$ -	\$ -
02000	A.B.A. Mats	540.00	Square Feet	\$29.44	\$15,897.60		0.00	0.00	0%	\$ -	\$ -	\$ -
02000	Turn Down For Sidewalk	305.00	Lump Sum	\$9.56	\$2,915.80		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>SIDEWALKS</b>												
03000	Dewater Storm Drain	600.00	Linear Feet	\$18.12	\$10,872.00		600.00	600.00	100%	\$ -	\$ 10,872.00	\$ 10,872.00
03000	Storm Structures (All types)	15.00	Each	\$2,386.43	\$35,796.42		15.00	15.00	100%	\$ -	\$ 35,796.42	\$ 35,796.42
03000	Storm Inverts	14.00	Each	\$458.16	\$6,414.24		0.00	0.00	0%	\$ -	\$ -	\$ -
03000	Underdrain Stubs from Inlets	560.00	Linear Feet	\$27.62	\$15,467.20		0.00	0.00	0%	\$ -	\$ -	\$ -
03000	MES (All sizes)	9.00	Each	\$1,027.42	\$9,246.82		9.00	9.00	100%	\$ -	\$ 9,246.82	\$ 9,246.82
03000	Storm Pipe (All sizes)	1,944.00	Linear Feet	\$57.68	\$112,121.04		1,944.00	1,944.00	100%	\$ -	\$ 112,121.04	\$ 112,121.04
03000	Concrete Wier Structure & Headwall	2.00	Each	\$6,280.99	\$33,460.08		2.00	2.00	100%	\$ -	\$ 12,561.98	\$ 12,561.98
03000	Rip Rap	3.00	Ton	\$352.87	\$1,058.61		3.00	3.00	100%	\$ -	\$ 1,058.61	\$ 1,058.61
03000	Punch Out Storm Drain	1,944.00	Linear Feet	\$1.65	\$3,207.60		0.00	0.00	0%	\$ -	\$ -	\$ -
03000	TV Storm Drain	1,944.00	Linear Feet	\$4.44	\$8,631.36		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>STORM DRAINAGE</b>												
05000	Dewater Lift Station 12-14"	1.00	Lump Sum	\$19,907.56	\$19,907.56		1.00	1.00	100%	\$ -	\$ 19,907.56	\$ 19,907.56
05000	Lift Station 12-14"	1.00	Each	\$49,682.04	\$49,682.04	0.05	0.70	0.75	75%	\$ 2,484.10	\$ 34,777.43	\$ 37,261.53
05000	Pump Out Box and Ass.	1.00	Each	\$4,685.58	\$4,685.58		0.50	0.50	50%	\$ -	\$ 2,342.79	\$ 2,342.79
<b>LIFT STATION</b>												
06000	4" PVC DR18 Force Main	1,515.00	Each	\$14.23	\$21,555.14		1,515.00	1,515.00	100%	\$ -	\$ 21,555.14	\$ 21,555.14
06000	Directional Drill 6" HDPE	80.00	Linear Feet	\$100.22	\$8,017.60		80.00	80.00	100%	\$ -	\$ 8,017.60	\$ 8,017.60
06000	4" Gate Valve	4.00	Each	\$783.79	\$3,170.80		4.00	4.00	100%	\$ -	\$ 3,135.16	\$ 3,135.16
06000	Core & Line Ex. Manhole	1.00	Each	\$11,848.12	\$11,848.12	0.50	0.50	1.00	100%	\$ 5,924.06	\$ 5,924.06	\$ 11,848.12
06000	Case X & Flowable Fill Repair for Force Main	100.00	Square Yard	\$222.26	\$22,226.00		100.00	100.00	100%	\$ -	\$ 22,226.00	\$ 22,226.00
06000	Locate Wire Box	5.00	Each	\$337.30	\$1,686.50		5.00	5.00	100%	\$ -	\$ 1,686.50	\$ 1,686.50
06000	Punch Out Force Main	1,595.00	Linear Feet	\$1.65	\$2,631.75		0.00	0.00	0%	\$ -	\$ -	\$ -
06000	Locate Wire Test for Force Main	1,595.00	Linear Feet	\$0.56	\$893.20		0.00	0.00	0%	\$ -	\$ -	\$ -
06000	Pressure Test for Force Main	1,595.00	Linear Feet	\$1.84	\$2,934.80		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>FORCE MAIN</b>												
					\$75,569.91				91%	\$ 5,924.06	\$ 62,544.46	\$ 68,468.52

## County Park

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Contract Price	Qty. Installed This Month	Prev Qty	Qty. Installed to Date	% Complete	Billing This Month	Prev Billings	Completed To Date
07000	DR18 PVC Water Main (All sizes)	2,760.00	Linear Feet	\$33.33	\$91,998.91		2,760.00	2,760.00	100%	\$ -	\$ 91,998.91	\$ 91,998.91
07000	Directional Drill 10" HDPE	70.00	Linear Feet	\$167.57	\$11,729.90		70.00	70.00	100%	\$ -	\$ 11,729.90	\$ 11,729.90
07000	2" RPZ Backflow Preventer	1.00	Each	\$1,996.56	\$1,996.56		1.00	1.00	100%	\$ -	\$ 1,996.56	\$ 1,996.56
07000	1.5" RPZ Backflow Preventer	2.00	Each	\$1,624.76	\$3,249.52		2.00	2.00	100%	\$ -	\$ 3,249.52	\$ 3,249.52
07000	Gate Valve (All sizes)	9.00	Each	\$2,046.17	\$18,415.54	1.00	8.00	9.00	100%	\$ 2,046.17	\$ 16,369.37	\$ 18,415.54
07000	Sample Point	3.00	Each	\$726.48	\$726.48	2.00	1.00	3.00	100%	\$ 484.32	\$ 242.16	\$ 726.48
07000	Locate Wire Box	5.00	Each	\$337.30	\$1,686.50	1.00	4.00	5.00	100%	\$ 337.30	\$ 1,349.20	\$ 1,686.50
07000	Meter Box	3.00	Each	\$277.83	\$833.49		0.00	0.00	0%	\$ -	\$ -	\$ -
07000	Flushing Hydrant	4.00	Each	\$1,565.27	\$6,261.08	3.00	1.00	4.00	100%	\$ 4,695.81	\$ 1,565.27	\$ 6,261.08
07000	Fire Hydrant	2.00	Each	\$2,384.25	\$4,768.50		2.00	2.00	100%	\$ -	\$ 4,768.50	\$ 4,768.50
07000	2" Irrigation Service	1.00	Each	\$644.86	\$644.86		1.00	1.00	100%	\$ -	\$ 644.86	\$ 644.86
07000	1.5" Single Water Service	1.00	Each	\$634.82	\$634.82		1.00	1.00	100%	\$ -	\$ 634.82	\$ 634.82
07000	1.5" Irrigation Service	1.00	Each	\$1,269.18	\$1,269.18		1.00	1.00	100%	\$ -	\$ 1,269.18	\$ 1,269.18
07000	Punch Out for Water Main	2,830.00	Linear Feet	\$1.65	\$4,669.50		0.00	0.00	0%	\$ -	\$ -	\$ -
07000	Flushing & BT's for Water Main	2,830.00	Linear Feet	\$0.83	\$2,348.90		0.00	0.00	0%	\$ -	\$ -	\$ -
07000	Locate Wire Test for Water Main	2,830.00	Linear Feet	\$0.51	\$1,443.30		0.00	0.00	0%	\$ -	\$ -	\$ -
07000	Pressure Test for Water Main	2,830.00	Linear Feet	\$1.84	\$5,207.20		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>WATER MAIN</b>					<b>\$157,884.24</b>				<b>91%</b>	<b>\$ 7,563.60</b>	<b>\$ 135,818.25</b>	<b>\$ 143,381.85</b>
09000	8" DR18 PVC Reuse Main	1,900.00	Linear Feet	\$19.93	\$37,875.18		1,900.00	1,900.00	100%	\$ -	\$ 37,875.18	\$ 37,875.18
09000	8" Gate Valve	2.00	Each	\$1,437.74	\$3,193.30		2.00	2.00	100%	\$ -	\$ 2,875.48	\$ 2,875.48
09000	Flushing Hydrant	1.00	Each	\$1,565.27	\$1,565.27	1.00	0.00	1.00	100%	\$ 1,565.27	\$ -	\$ 1,565.27
09000	Punch Out for Reuse Main	1,900.00	Linear Feet	\$1.55	\$3,125.00		0.00	0.00	0%	\$ -	\$ -	\$ -
09000	Flushing for Reuse Main	1,900.00	Linear Feet	\$0.83	\$1,577.00		0.00	0.00	0%	\$ -	\$ -	\$ -
09000	Locate Wire Test for Reuse Main	1,900.00	Linear Feet	\$0.56	\$1,064.00		0.00	0.00	0%	\$ -	\$ -	\$ -
09000	Pressure Test for Reuse Main	1,900.00	Linear Feet	\$1.84	\$3,496.00		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>REUSE</b>					<b>\$53,905.75</b>				<b>81%</b>	<b>\$ 1,565.27</b>	<b>\$ 40,750.66</b>	<b>\$ 42,315.93</b>
<b>BASE BID TOTAL</b>					<b>\$1,100,432.44</b>				<b>68%</b>	<b>\$1,020,294.76</b>	<b>\$111,632.72</b>	<b>\$1,131,927.48</b>
11000	2.5" Irrigation Sleeves	500.00	Linear Feet	\$7.07	\$3,535.00		0.00	0.00	0%	\$ -	\$ -	\$ -
11000	3" Irrigation Sleeves	500.00	Linear Feet	\$8.39	\$4,195.00		0.00	0.00	0%	\$ -	\$ -	\$ -
11000	4" Irrigation Sleeves	500.00	Linear Feet	\$9.13	\$4,565.00		0.00	0.00	0%	\$ -	\$ -	\$ -
11000	6" Irrigation Sleeves	500.00	Linear Feet	\$13.09	\$6,545.00		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>SLEEVES ALLOWANCE</b>					<b>\$18,840.00</b>				<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
1200	FPL Allowance	1.00	Lump Sum	\$25,000.00	\$25,000.00		0.00	0.00	0%	\$ -	\$ -	\$ -
<b>ELECTRICAL ALLOWANCE</b>					<b>\$25,000.00</b>				<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>UNIT TOTALS (BASE BID + ALLOWANCES)</b>					<b>\$1,144,272.44</b>				<b>63%</b>	<b>\$1,020,294.76</b>	<b>\$111,632.72</b>	<b>\$1,131,927.48</b>

**County Park (Bid to Construction Changes ONLY) - CHANGE ORDER # 004**

Division Code	Description	Bid Qty	Unit of Measure	Unit Price	Total Price	Qty Installed this Month	Prev QTY	Total Installed to Date	% Complete	Billing This Month	Prev Billings	Complete to Date
01000	Dewater for Pond	1,694.00	Cubic Yard	\$0.58	\$982.52	1,694.00	0	1694.00	100%	\$982.52	\$0.00	\$982.52
01000	Pond Excavation	1,694.00	Cubic Yard	\$2.70	\$4,573.80	1,694.00	0	1694.00	100%	\$4,573.80	\$0.00	\$4,573.80
<b>POND EXCAVATION</b>					<b>\$5,556.32</b>				<b>100%</b>	<b>\$5,556.32</b>	<b>\$0.00</b>	<b>\$5,556.32</b>
01100	Strip Topsoil	-1,030.00	Cubic Yard	\$2.80	-\$2,884.00		-1030	-1030.00	100%	\$0.00	-\$2,884.00	-\$2,884.00
01100	Bury In Pond	-1,030.00	Cubic Yard	\$1.79	-\$1,843.70		-1030	-1030.00	100%	\$0.00	-\$1,843.70	-\$1,843.70
01100	Place & Compact Fill	-1,889.00	Cubic Yard	\$1.24	-\$2,342.36	-1,889.00	0	-1889.00	100%	-\$2,342.36	\$0.00	-\$2,342.36
01100	Haul Fill From Three Rivers Site	-3,583.00	Cubic Yard	\$3.19	-\$11,429.77	-3,583.00	0	-3583.00	100%	-\$11,429.77	\$0.00	-\$11,429.77
01100	Final Dressout	-7,635.00	Square Yard	\$0.77	-\$5,878.95	-7,635.00	0	-7635.00	100%	-\$5,878.95	\$0.00	-\$5,878.95
<b>EXCAVATION</b>					<b>-\$24,378.78</b>				<b>100%</b>	<b>-\$19,651.08</b>	<b>-\$4,727.70</b>	<b>-\$24,378.78</b>
01200	Pond Sod	1,172.00	Square Yard	\$2.44	\$2,859.68	1,172.00	0	1172.00	100%	\$2,859.68	\$0.00	\$2,859.68
<b>GRASSING</b>					<b>\$2,859.68</b>				<b>100%</b>	<b>\$2,859.68</b>	<b>\$0.00</b>	<b>\$2,859.68</b>
01500	1" Asphalt Pavement Overlay	-137.67	Square Yard	\$7.22	-\$994.00	-137.67	0	-137.67	100%	-\$994.00	\$0.00	-\$994.00
01500	1 1/2" Asphalt Pavement - Park 1 Lift / SP9.5	558.38	Square Yard	\$8.77	\$4,897.00	558.38	0	558.38	100%	\$4,897.00	\$0.00	\$4,897.00
<b>ASPHALT PAVEMENT</b>					<b>\$3,903.00</b>				<b>100%</b>	<b>\$3,903.00</b>	<b>\$0.00</b>	<b>\$3,903.00</b>
01700	Striping & Signs	0.70	Lump Sum	\$6,123.70	\$4,296.30	0.70	0	0.70	100%	\$4,296.30	\$0.00	\$4,296.30
<b>STRIPING &amp; SIGNS</b>					<b>\$4,296.30</b>				<b>100%</b>	<b>\$4,296.30</b>	<b>\$0.00</b>	<b>\$4,296.30</b>
07000	1.5" RP2 Backflow Preventer	-1.00	Each	\$1,624.76	-\$1,624.76		-1	-1.00	100%	\$0.00	-\$1,624.76	-\$1,624.76
07000	Meter Box	-1.00	Each	\$277.83	-\$277.83		-1	-1.00	100%	\$0.00	-\$277.83	-\$277.83
07000	10x8" Tee	1.00	Each	\$743.48	\$743.48		1	1.00	100%	\$0.00	\$743.48	\$743.48
07000	10 x 2" Tee	-1.00	Each	\$396.75	-\$396.75		-1	-1.00	100%	\$0.00	-\$396.75	-\$396.75
07000	1.5" Irrigation Service	-1.00	Each	\$1,269.18	-\$1,269.18		-1	-1.00	100%	\$0.00	-\$1,269.18	-\$1,269.18
<b>WATER</b>					<b>-\$2,825.04</b>				<b>100%</b>	<b>\$0.00</b>	<b>-\$2,825.04</b>	<b>-\$2,825.04</b>
09000	8" DR18 PVC Reuse Main	10.00	Linear Feet	\$16.80	\$168.00		10	10.00	100%	\$0.00	\$168.00	\$168.00
09000	8" Joint Restraints	5.00	Each	\$146.56	\$732.80		5	5.00	100%	\$0.00	\$732.80	\$732.80
09000	8" Double Detector Check BFP	1.00	Each	\$11,032.98	\$11,032.98		1	1.00	100%	\$0.00	\$11,032.98	\$11,032.98
09000	8" Gate Valve	3.00	Each	\$1,437.74	\$4,313.22		3	3.00	100%	\$0.00	\$4,313.22	\$4,313.22
09000	Meter Box	1.00	Each	\$277.83	\$277.83		1	1.00	100%	\$0.00	\$277.83	\$277.83
09000	Valve Box Installation	3.00	Each	\$158.91	\$476.73		3	3.00	100%	\$0.00	\$476.73	\$476.73
09000	8x8" Tee	1.00	Each	\$527.34	\$527.34		1	1.00	100%	\$0.00	\$527.34	\$527.34
09000	1.5" Irrigation Service (Long Service)	1.00	Each	\$1,873.55	\$1,873.55		1	1.00	100%	\$0.00	\$1,873.55	\$1,873.55
09000	Punch Out for Reuse Main	10.00	Linear Feet	\$1.65	\$16.50	10.00	0	10.00	100%	\$16.50	\$0.00	\$16.50
09000	Flushing for Reuse Main	10.00	Linear Feet	\$0.83	\$8.30	10.00	0	10.00	100%	\$8.30	\$0.00	\$8.30
09000	Locate Wire Test for Reuse Main	10.00	Linear Feet	\$0.56	\$5.60	10.00	0	10.00	100%	\$5.60	\$0.00	\$5.60
09000	Pressure Test for Reuse Main	10.00	Linear Feet	\$1.84	\$18.40	10.00	0	10.00	100%	\$18.40	\$0.00	\$18.40
<b>REUSE</b>					<b>\$19,451.25</b>				<b>100%</b>	<b>\$48.80</b>	<b>\$19,402.45</b>	<b>\$19,451.25</b>
<b>CHANGE ORDER TOTALS</b>									<b>100%</b>	<b>\$48.80</b>	<b>\$19,402.45</b>	<b>\$19,451.25</b>

Marcus McInarnay, President  
Mike Vallencourt Sr., Chairman



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

# INVOICE

**Date:** 06/07/21

**Period To:** 5/31/2021

**Invoice #:** 7133

**To:** Three Rivers CDD  
C/O - Dominion Engineering Group  
4348 Southpointe Blvd., Suite 201  
Jacksonville, FL. 32216

**VCC Project #:** 2021-26

**Application #:** 2

**Attn.:** Bill Schaefer / Mike Bowles

**Project Description:** *Tributary, Unit 6 Infrastructure Project  
Yulee, FL*

ORIGINAL CONTRACT AMOUNT.....	\$	7,369,293.77
CHANGE ORDERS TO DATE.....	\$	-
REVISED CONTRACT AMOUNT.....	\$	7,369,293.77
PERCENTAGE COMPLETE.....	10.40%	
WORK COMPLETE TO DATE.....	\$	766,268.82
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	766,268.82
LESS RETAINAGE.....	\$	38,313.44
TOTAL EARNED LESS RETAINAGE.....	\$	727,955.38
LESS PREVIOUS BILLINGS.....	\$	445,709.32
CURRENT DUE.....	\$	282,246.06

Account Summary:	Sales This Period	Sales To Date
Gross:	297,101.12	766,268.82
Retainage:	14,855.06	38,313.44
Net:	282,246.07	727,955.38



APPLICATION AND CERTIFICATE FOR PAYMENT      AIA DOCUMENT G702      (Instructions on reverse side)      PAGE

TO: Three Rivers CDD      PROJECT: Tributary, Unit 6 Infrastructure Project      APPLICATION NO: 7133-2      Distribution to:

4348 Southpointe Blvd., Suite 201      Yulee, FL      PERIOD TO: 05/31/21      [X] OWNER

Jacksonville, FL. 32216      [X] ENGINEER

FROM: Vallencourt Construction Company, Inc.      ENGINEER'S PROJECT NO: N/A

P.O. Box 1889      CONTRACTOR'S PROJECT NO: 2021-26

Green Cove Springs, FL 32043

CONTRACTOR'S APPLICATION FOR PAYMENT		
CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS	\$ -	\$ -
Net change by Change Orders	\$ -	\$ -

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

CONTRACTOR: Tim Gaddis, Project Manager  
 By: [Signature] Date: 7-Jun-21

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

1. ORIGINAL CONTRACT SUM..... \$ 7,369,293.77

2. Net change by Change Orders..... \$

3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 7,369,293.77

4. TOTAL COMPLETED & STORED TO DATE..... \$ 766,268.82  
 (Column G on G703)

5. RETAINAGE:

a. 5 % of Completed Work \$ 38,313.44  
 (Column D + E on G703)

b. \_\_\_ % of Stored Materials \$ \_\_\_\_\_  
 (Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column 1 of G703)..... \$ 38,313.44

6. TOTAL EARNED LESS RETAINAGE:..... \$ 727,955.38  
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 445,709.32

8. CURRENT PAYMENT DUE..... \$ 282,246.06

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 6,641,338.39  
 (Line 3 less Line 6)

State of: FLORIDA      County of: CLAY

Subscribed and sworn to before me this 7th day of June, 2021

Notary Public: Maria Valdes      MY COMMISSION # GG 102511

My Commission Expires: 12/08/21      EXPIRES: December 8, 2021

ENGINEER'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..... \$ 282,246.06

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

ENGINEER: [Signature]      Date: 6/8/21

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.

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

Three Rivers CDD  
 Tributary, Unit 6 Infrastructure Project  
 Yulee, FL

APPLICATION NUMBER: 7133-2  
 APPLICATION DATE: 06/07/21  
 PERIOD TO: 05/31/21  
 V/O: PROJECT #: 2021-26

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Nil in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%	BALANCE TO FINISH (G - C)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
<b>UNIT 6, TRIBUTARY</b>									
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 157,923.00	\$ 92,815.50	\$ -		\$ 92,815.50	59%	\$ 65,107.50	\$ 4,640.78
2.	NDPES	\$ 25,038.00	\$ 1,317.50	\$ 2,240.30		\$ 3,557.80	14%	\$ 21,480.20	\$ 177.89
3.	SURVEY & AS-BUILTS	\$ 142,580.00	\$ 6,561.60	\$ 3,280.80		\$ 9,842.40	7%	\$ 132,737.60	\$ 492.12
4.	EROSION CONTROL	\$ 9,840.70	\$ -	\$ 662.70		\$ 662.70	7%	\$ 9,178.00	\$ 33.14
5.	MOT	\$ 6,358.00	\$ 508.64	\$ 254.32		\$ 762.96	12%	\$ 5,595.04	\$ 38.15
6.	DEMOLITION	\$ 8,887.65	\$ 8,650.40	\$ -		\$ 8,650.40	97%	\$ 237.25	\$ 432.52
8.	POND EXCAVATION	\$ 230,673.30	\$ 5,628.87	\$ 1,876.29		\$ 7,505.16	3%	\$ 223,168.14	\$ 375.26
9.	EARTHWORK	\$ 2,679,632.20	\$ 353,685.19	\$ 288,786.71		\$ 642,471.90	24%	\$ 2,037,160.30	\$ 32,123.60
10.	GRASSING	\$ 130,555.47	\$ -	\$ -		\$ -		\$ 130,555.47	\$ -
11.	SUBSOIL STABILIZATION	\$ 210,895.00	\$ -	\$ -		\$ -		\$ 210,895.00	\$ -
12.	BASE	\$ 349,089.00	\$ -	\$ -		\$ -		\$ 349,089.00	\$ -
13.	ASPHALT	\$ 261,196.10	\$ -	\$ -		\$ -		\$ 261,196.10	\$ -
15.	STRIPING & SIGNAGE	\$ 38,091.00	\$ -	\$ -		\$ -		\$ 38,091.00	\$ -
16.	CONCRETE	\$ 278,746.75	\$ -	\$ -		\$ -		\$ 278,746.75	\$ -
14.	HARDSCAPE	\$ 13,217.50	\$ -	\$ -		\$ -		\$ 13,217.50	\$ -
17.	STORM DRAINAGE	\$ 1,156,927.40	\$ -	\$ -		\$ -		\$ 1,156,927.40	\$ -
18.	GRAVITY SEWER	\$ 581,984.70	\$ -	\$ -		\$ -		\$ 581,984.70	\$ -
20.	WATER MAIN	\$ 572,257.20	\$ -	\$ -		\$ -		\$ 572,257.20	\$ -
21.	REUSE MAIN	\$ 390,318.60	\$ -	\$ -		\$ -		\$ 390,318.60	\$ -
22.	ELECTRICAL	\$ 125,000.00	\$ -	\$ -		\$ -		\$ 125,000.00	\$ -
24.	LANDSCAPING & IRRIGATION ALLOWANCES	\$ 82.20	\$ -	\$ -		\$ -		\$ 82.20	\$ -
	<b>TOTAL-----&gt;</b>	<b>\$ 7,369,293.77</b>	<b>\$ 469,167.70</b>	<b>\$ 297,101.12</b>	<b>\$ -</b>	<b>\$ 766,268.82</b>	<b>10.40%</b>	<b>\$ 6,603,024.95</b>	<b>\$ 38,313.44</b>

**TRIBUTARY UNIT 6, SCHEDULE OF VALUES BREAKDOWN**

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Contract Total	Qty. Installed This Month	Previous Qty.	Total Qty To-date	Billed This Month	Previously Billings	Total Complete To-date	% Complete
100	General Conditions	1.00	LS	\$86,810.00	\$86,810.00		0.25	0.25	\$ -	\$ 21,702.50	\$ 21,702.50	25%
104.01	Construction Entrance	1.00	EACH	\$7,323.00	\$7,323.00		1.00	1.00	\$ -	\$ 7,323.00	\$ 7,323.00	100%
201	Payment & Performance Bonds	1.00	LS	\$63,790.00	\$63,790.00		1.00	1.00	\$ -	\$ 63,790.00	\$ 63,790.00	100%
<b>MOBILIZATION &amp; GENERAL CONDITIONS</b>					<b>\$157,923.00</b>				<b>\$0.00</b>	<b>\$92,815.50</b>	<b>\$92,815.50</b>	<b>59%</b>
300	NPDES Permit Compliance	12	MO	\$493.50	\$5,922.00	1.00	1.00	2.00	\$ 493.50	\$ 493.50	\$ 987.00	17%
303	Maintain Silt Fence	7,690	LF	\$1.20	\$9,228.00	769.00	0.00	769.00	\$ 922.80	\$ -	\$ 922.80	10%
304	NPDES Reporting	12	MO	\$824.00	\$9,888.00	1.00	1.00	2.00	\$ 824.00	\$ 824.00	\$ 1,648.00	17%
<b>NPDES</b>					<b>\$25,038.00</b>				<b>\$2,240.30</b>	<b>\$1,317.50</b>	<b>\$3,557.80</b>	<b>14%</b>
400	Surveying	1	LS	\$82,020.00	\$82,020.00	0.04	0.08	0.12	\$ 3,280.80	\$ 6,561.60	\$ 9,842.40	12%
500	Lot As-Builts	1	LS	\$15,140.00	\$15,140.00		0.00	0.00	\$ -	\$ -	\$ -	0%
500	Paving and Drainage As-Builts	1	LS	\$15,140.00	\$15,140.00		0.00	0.00	\$ -	\$ -	\$ -	0%
500	Utility As-Builts	1	LS	\$30,280.00	\$30,280.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>SURVEY &amp; AS-BUILTS</b>					<b>\$142,580.00</b>				<b>\$3,280.80</b>	<b>\$6,561.50</b>	<b>\$9,842.40</b>	<b>7%</b>
601	Silt Fence Type III (Regular)	705	LF	\$0.94	\$662.70	705.00	0.00	705.00	\$ 662.70	\$ -	\$ 662.70	100%
608	Inlet Protection	52	EACH	\$176.50	\$9,178.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>EROSION CONTROL</b>					<b>\$9,840.70</b>				<b>\$662.70</b>	<b>\$0.00</b>	<b>\$662.70</b>	<b>7%</b>
700	Maintenance of Traffic (Basic Signs)	1.00	LS	\$6,358.00	\$6,358.00	0.04	0.08	0.12	\$ 254.32	\$ 508.64	\$ 762.96	12%
<b>MOT</b>					<b>\$6,358.00</b>				<b>\$254.32</b>	<b>\$508.64</b>	<b>\$762.96</b>	<b>12%</b>
801	Demo Storm Pipe (36" RCP)	189	LF	\$29.60	\$5,594.40	189.00	189.00	189.00	\$ -	\$ 5,594.40	\$ 5,594.40	100%
802	Demo Storm Structures (36" MES)	2	EACH	\$1,528.00	\$3,056.00		2.00	2.00	\$ -	\$ 3,056.00	\$ 3,056.00	100%
820	Sawcut Ex. Asphalt	65	LF	\$3.65	\$237.25		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>DEMOLITION</b>					<b>\$8,887.65</b>				<b>\$0.00</b>	<b>\$8,650.40</b>	<b>\$8,650.40</b>	<b>97%</b>
1001	Dewater for Pond	1	LS	\$37,525.80	\$37,525.80	0.05	0.15	0.20	\$ 1,876.29	\$ 5,628.87	\$ 7,505.16	20%
1002	Pond Excavation	55,185	CY	\$3.50	\$193,147.50		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>POND EXCAVATION</b>					<b>\$230,673.30</b>				<b>\$1,876.29</b>	<b>\$5,628.87</b>	<b>\$7,505.16</b>	<b>3%</b>
1116	Site Dewatering	1	LS	\$38,295.00	\$38,295.00		0.00	0.00	\$ -	\$ -	\$ -	0%
1104	Strip Topsoil	45,735	CY	\$3.05	\$139,491.75	41,160.00	41,160.00	41,160.00	\$ -	\$ 125,538.00	\$ 125,538.00	90%
1105	Bury Onsite	22,868	CY	\$9.30	\$212,672.40	11,400.00	11,400.00	11,400.00	\$ -	\$ 37,620.00	\$ 37,620.00	50%
1107	Export Topsoil Off Site	22,867	CY	\$6.25	\$142,918.75		0.00	0.00	\$ -	\$ -	\$ -	0%
1108	Site Cut	165	CY	\$2.95	\$486.75	80.00	80.00	80.00	\$ -	\$ 236.00	\$ 236.00	48%
1109	Place & Compact Fill	175,161	CY	\$5.78	\$1,012,160.35	49,320.00	32,220.00	81,540.00	\$ 284,993.51	\$ 186,181.89	\$ 471,175.40	47%
1110	Earthwork Density Testing	1	LS	\$31,610.00	\$31,610.00	0.12	0.13	0.25	\$ 3,793.20	\$ 4,109.30	\$ 7,902.50	25%
1114	Remove/Replace Unsuitables - Pipe Trenches	32,415	CY	\$16.35	\$529,885.25		0.00	0.00	\$ -	\$ -	\$ -	0%
1114	Remove/Replace Unsuitables - Pond 5 & 7	44,501	CY	\$13.45	\$598,538.45		0.00	0.00	\$ -	\$ -	\$ -	0%
1115	Fine Grade Lots	110,455	SY	\$0.70	\$77,318.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1118	Final Dressout	34,495	SY	\$0.60	\$20,697.00		0.00	0.00	\$ -	\$ -	\$ -	0%
1119	Dress Behind Subcontractors	1	LS	\$12,666.00	\$12,666.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>EARTHWORK</b>					<b>\$2,679,632.20</b>				<b>\$288,786.71</b>	<b>\$353,685.19</b>	<b>\$642,471.90</b>	<b>24%</b>
1201	Site Sod	4,887	SY	\$4.46	\$21,773.55		0.00	0.00	\$ -	\$ -	\$ -	0%
1205	Right of Way Sod	1,890	SY	\$2.65	\$5,008.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1203	Pond Sod	14,317	SY	\$2.65	\$37,840.05		0.00	0.00	\$ -	\$ -	\$ -	0%
1202	Site Seed and Mulch	8,610	SY	\$0.47	\$4,046.70		0.00	0.00	\$ -	\$ -	\$ -	0%
1206	Right of Way Seed and Mulch	21,006	SY	\$0.47	\$9,872.82		0.00	0.00	\$ -	\$ -	\$ -	0%
1207	Seed and Mulch Lots	110,455	SY	\$0.47	\$51,913.85		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>GRASSING</b>					<b>\$130,555.47</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
1304	Subsoil Stabilization	29,195	SY	\$7.22	\$210,895.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>SUBSOIL STABILIZATION</b>					<b>\$210,895.00</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
1402	6" Limerock	21,935	SY	\$12.92	\$283,457.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1403	8" Limerock	3,175	SY	\$16.10	\$51,117.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1517	Prime Limerock	24,600	SY	\$0.59	\$14,514.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>BASE</b>					<b>\$349,089.00</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
1503	1" Asphalt SP-12.5 - Estuary (1st Lift)	2,665	SY	\$6.75	\$17,988.75		0.00	0.00	\$ -	\$ -	\$ -	0%
1502	3/4" Asphalt SP-9.5 - Estuary (2nd Lift)	2,665	SY	\$5.10	\$13,591.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1503	1" Asphalt SP-9.5 (MUP)	815	SY	\$11.30	\$9,209.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1505	1 1/2" Asphalt SP-9.5 (Onsite 1 Lift)	21,120	SY	\$10.36	\$218,834.00		0.00	0.00	\$ -	\$ -	\$ -	0%
1518	Tack Coat	2,665	SY	\$0.39	\$1,039.35		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>ASPHALT</b>					<b>\$761,196.10</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
1700	Striping & Signs	1	LS	\$38,091.00	\$38,091.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>STRIPING &amp; SIGNAGE</b>					<b>\$38,091.00</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
1804	Curb & Gutter	18,062	LF	\$11.45	\$206,816.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1903	Concrete Pavement	225	SF	\$9.65	\$2,171.25		0.00	0.00	\$ -	\$ -	\$ -	0%
2000	Sidewalks	11,635	SF	\$4.20	\$48,867.00		0.00	0.00	\$ -	\$ -	\$ -	0%
2005	A.D.A. Handicap Ramps	37	EACH	\$564.65	\$20,892.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>CONCRETE</b>					<b>\$278,746.75</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
2103	Keystone Retaining Wall	425	SF	\$31.10	\$13,217.50		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>HARDSCAPE</b>					<b>\$13,217.50</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
3003	Dewater Storm Drain	1	LS	\$66,773.70	\$66,773.70		0.00	0.00	\$ -	\$ -	\$ -	0%
3000	Storm Structures (All types & depths)	59	EACH	\$4,749.14	\$280,199.00		0.00	0.00	\$ -	\$ -	\$ -	0%
3084	Mitered End Sections (All sizes)	11	EACH	\$2,108.09	\$23,189.00		0.00	0.00	\$ -	\$ -	\$ -	0%
3184	Storm Pipe (All sizes & depths)	7,180	LF	\$90.23	\$647,878.20		0.00	0.00	\$ -	\$ -	\$ -	0%
3263	Roadway Underdrain	1,135	LF	\$35.06	\$39,790.00		0.00	0.00	\$ -	\$ -	\$ -	0%
3258	Rip Rap	14	TON	\$306.00	\$4,284.00		0.00	0.00	\$ -	\$ -	\$ -	0%
3279	Punch Out Storm Drain	7,180	LF	\$13.21	\$94,813.50		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>STORM DRAINAGE</b>					<b>\$1,156,927.40</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
4003	Dewater Gravity Sewer	3,135	LF	\$19.60	\$61,446.00		0.00	0.00	\$ -	\$ -	\$ -	0%
4015	Sanitary Manholes (All types & depths)	26	EACH	\$5,172.92	\$134,496.00		0.00	0.00	\$ -	\$ -	\$ -	0%
4104	SOR26 Sewer Main (All sizes & depths)	6,182	LF	\$35.37	\$218,667.60		0.00	0.00	\$ -	\$ -	\$ -	0%
4145	Sewer Services	168	EACH	\$665.50	\$111,804.00		0.00	0.00	\$ -	\$ -	\$ -	0%
4144	Punch Out Sewer	6,182	LF	\$8.99	\$55,571.10		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>GRAVITY SEWER</b>					<b>\$581,984.70</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
7000	Water Main (All sizes & types)	7,060	LF	\$58.01	\$409,529.00		0.00	0.00	\$ -	\$ -	\$ -	0%
7238	Water Services (All sizes & types)	125	EACH	\$897.23	\$112,153.75		0.00	0.00	\$ -	\$ -	\$ -	0%
7248	Flushing & BT's for Water Main	7,060	LF	\$0.93	\$6,565.80		0.00	0.00	\$ -	\$ -	\$ -	0%
7245	Locate Wire Test For Water Main	7,060	LF	\$0.54	\$3,812.40		0.00	0.00	\$ -	\$ -	\$ -	0%
7250	Pressure Test for Water Main	7,060	LF	\$2.05	\$14,473.00		0.00	0.00	\$ -	\$ -	\$ -	0%
7246	Punch Out for Water Main	7,060	LF	\$2.05	\$14,473.00		0.00	0.00	\$ -	\$ -	\$ -	0%
<b>WATER MAIN</b>					<b>\$572,257.20</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>



9012	Reuse Main (All sizes & types)	6,530	LF	\$35.31	\$230,572.00	0.00	0.00	\$ -	\$ -	\$ -	0%
9234	Reuse Services (All sizes & types)	139	EACH	\$896.98	\$124,680.50	0.00	0.00	\$ -	\$ -	\$ -	0%
9240	Flushing for Reuse Main	6,530	LF	\$0.93	\$6,072.90	0.00	0.00	\$ -	\$ -	\$ -	0%
9241	Locate Wire Test For Reuse Main	6,530	LF	\$0.54	\$3,526.20	0.00	0.00	\$ -	\$ -	\$ -	0%
9242	Pressure Test for Reuse Main	6,530	LF	\$2.05	\$13,386.50	0.00	0.00	\$ -	\$ -	\$ -	0%
9239	Punch Out for Reuse Main	6,530	LF	\$1.85	\$12,080.50	0.00	0.00	\$ -	\$ -	\$ -	0%
<b>REUSE MAIN</b>					<b>\$390,318.60</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
10000	FPL Allowance	1.00	LS	\$125,000.00	\$125,000.00	0.00	0.00	\$ -	\$ -	\$ -	0%
<b>ELECTRICAL</b>					<b>\$125,000.00</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
11001.02	Irrigation Sleeves, 2"	1	LF	\$11.00	\$11.00	0.00	0.00	\$ -	\$ -	\$ -	0%
11001.04	Irrigation Sleeves, 4"	1	LF	\$15.80	\$15.80	0.00	0.00	\$ -	\$ -	\$ -	0%
11001.06	Irrigation Sleeves, 6"	1	LF	\$22.50	\$22.50	0.00	0.00	\$ -	\$ -	\$ -	0%
11001.08	Irrigation Sleeves, 8"	1.00	LF	\$32.90	\$32.90	0.00	0.00	\$ -	\$ -	\$ -	0%
<b>LANDSCAPING &amp; IRRIGATION ALLOWANCES</b>					<b>\$82.20</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
<b>ORIGINAL CONTRACT TOTALS</b>					<b>\$7,369,293.77</b>			<b>\$297,101.12</b>	<b>\$469,167.70</b>	<b>\$766,268.82</b>	<b>10%</b>
01	Storm ODP Deduct & Tax	1	LS	(\$405,412.01)	-\$405,412.01	0.00	0.00	\$ -	\$ -	\$ -	0%
02	Sewer ODP Deduct & Tax	1	LS	(\$119,857.08)	-\$119,857.08	0.00	0.00	\$ -	\$ -	\$ -	0%
03	Water ODP Deduct & Tax	1	LS	(\$142,192.16)	-\$142,192.16	0.00	0.00	\$ -	\$ -	\$ -	0%
04	Reuse ODP Deduct & Tax	1	LS	(\$59,289.92)	-\$59,289.92	0.00	0.00	\$ -	\$ -	\$ -	0%
05	Generator, Master Pump Station & Tax	1	LS	(\$170,476.80)	-\$170,476.80	0.00	0.00	\$ -	\$ -	\$ -	0%
<b>ODP MATERIALS (In Process)</b>					<b>-\$897,227.97</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>
<b>CURRENT CONTRACT TOTALS</b>					<b>\$6,472,065.80</b>			<b>\$297,101.12</b>	<b>\$469,167.70</b>	<b>\$766,268.82</b>	<b>12%</b>

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

The undersigned lienor, upon payment from the lienee, of the sum of \$282,246.06, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through May 31, 2021 on the job of Three Rivers CDD to the following described property :

**Project:** Tributary, Unit 6 Infrastructure Project  
**Location:** Yulee, FL  
**Invoice#:** 7133-2

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

**Dated on:** June 7, 2021

**Lienor's Name:** Vallencourt Construction Co., Inc.  
**Address:** P.O. Box 1889  
Green Cove Springs, FL 32043

**Phone:** 904-291-9330

**By:** 

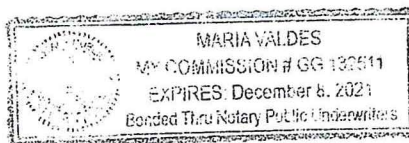
**Printed Name:** Tim Gaddis  
**Title:** Project Manager

**STATE OF FLORIDA  
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 7th day of JUNE 2021 by Tim Gaddis of Vallencourt Construction Co., Inc., a Florida corporation, on behalf of the corporation.

Personally known X or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

  
Notary Public



*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.*

**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: **48**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**Dominion Engineering Group, Inc.**
- (3) Amount Payable: **\$760.00**
- (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): **Short pay April 2021 – Invoice #2021-4618**
- (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: \_\_\_\_\_

**Nicole Parisi**

---

**From:** Stephanie Schackmann  
**Sent:** Thursday, June 10, 2021 9:55 AM  
**To:** payapp  
**Subject:** FW: Payment for REQ #31 for Dominion Engineering Group

Stephanie Spidell Schackmann

STEPHANIE SCHACKMANN

Staff Accountant

**Wrathell, Hunt and Associates, LLC**

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010, ext. 303

Fax: 561-571-0013

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

---

**From:** Michele DeBernardis <[mdebernardis@dom-eng.com](mailto:mdebernardis@dom-eng.com)>  
**Sent:** Thursday, June 10, 2021 9:41 AM  
**To:** Stephanie Schackmann <[schackmanns@whhassociates.com](mailto:schackmanns@whhassociates.com)>  
**Subject:** Payment for REQ #31 for Dominion Engineering Group

Good Morning Stephanie – could you check the recent payment for Requisition #31 for Dominion Engineering Group for \$10,690.20? My total for those 5 invoices is \$11,450.20 which is short by \$760.00. Please let me know what you find, thanks.

Sincerely,

Michele DeBernardis  
Dominion Engineering Group, Inc.  
4348 Southpoint Blvd., Suite 201  
Jacksonville, Florida 32216  
904-854-4500 ofc  
904-854-4505 fax  
[Mdebernardis@dom-eng.com](mailto:Mdebernardis@dom-eng.com)  
[www.dom-eng.com](http://www.dom-eng.com)

**Service Disabled Veteran Owned Small Business**  
**JEA Approved Engineer**



## **Celebrating Ten Years Serving our Clients**

Notice: The information contained in this electronic mail transmission is intended by Dominion Engineering Group, Inc. for the use of the named individual or entity to which it is directed and may contain information that is privileged or otherwise confidential. It is not intended for transmission to, or receipt by, anyone other than the named addressee (or a person authorized to deliver it to the named addressee). It should not be copied or forwarded to any unauthorized persons. If you have received this electronic mail transmission in error, please delete it from your system without copying or forwarding it, and notify the sender of the error by reply email or by calling Dominion Engineering Group, Inc. at 904-854-4500, so that our address record can be corrected.



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



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

Date: May 1, 2021  
 Invoice Number 2021-4618  
 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 & 2<sup>nd</sup> 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	\$21,000.00	\$3,500.00

**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	\$0.00	\$400.00

**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	0	\$0.00	\$0.00	\$0.00

**Amount Due \$3,900.00**

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**

**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: **49**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**Ferguson Waterworks**
- (3) Amount Payable: **\$11,087.00**
- (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 #1855233 – 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: \_\_\_\_\_

# FERGUSON®

## WATERWORKS

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

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1855233	\$11,087.00	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
149	149	FLE	011	008	TRIBUTARY 6	06/15/21	IO 104614

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Source Order#: 1845781 Reuse			
2	✓2	AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	1736.000	EA	3472.00
1	✓1	AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	924.000	EA	924.00
10	✓10	AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	619.000	EA	6190.00
1	✓1	AFC2604DLAFMM	4 DI MJ RW OL SS STEM VLV L/A	501.000	EA	501.00
<b>INVOICE SUB-TOTAL</b>						<b>11087.00</b>

\*\*\*\*\*  
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](http://Ferguson.com) and request access to Online Bill Pay.**



TERMS: CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$11,087.00
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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.

**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: **50**
- (2) Name of Payee pursuant to Acquisition Agreement:  
  
**Forterra Pipe & Precast, LLC.**
- (3) Amount Payable: **\$1,963.00**
- (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): **Direct Purchase of Materials – Invoice #11797155**
- (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**



WWW.FORTERRABP.COM

Ship To:  
 (FL) TRIBUTARY UNIT 4 PH 1  
 SR 200  
 YULEE FL 32097

Bill To:  
 THREE RIVERS CDD C.O VALLENCOURT  
 CONSTRUCTION CO INC  
 PO BOX 1889  
 Green Cove Springs FL 32043-1889

Remit To:  
 Forterra Pipe & Precast, LLC  
 PO BOX 842481  
 DALLAS TX 75284-2481

Invoice Date	Page Number
16-JUN-21	1 of 1
Invoice Number	
11797155	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
16-JUN-21	10611	3238674	S-35 060DIA X 06WALL X 070H, MONOBASEXT Piece: 1/2	1	EACH	1,963.00	1,963.00
			060DIA X 06WALL X 08H,032DIA ECC, TOPSLAB Piece: 2/2	1	EACH	.00	.00
			STRUCTURE TOTAL				1,963.00
16-JUN-21	10611	3238674	S-35:ACCY CAST USF R&C 655-U~STORM	1	EACH	.00	.00
			JOINTWRAP RAMNEK 1-1/2 PIECE	5	EACH	.00	.00
			STRUCTURE TOTAL				.00
			MATERIAL SUB-TOTAL				1,963.00

Term: NET 30 DAYS		Total Qty	8	Sales Tax:		.00
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	.00	IF PAID ON OR BEFORE	MO DAY	AMOUNT DUE 1,963.00
				07	16	

**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: **51**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**ECS Florida, LLC.**
- (3) Amount Payable: **\$19,350.00**
- (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): **Invoices #872307, 887174, & 872311 – Tributary Units 8, 10, 12 and 15 Nassau County, FL, & Tributary Amenity Center Nassau County, FL**
- (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: \_\_\_\_\_





PLEASE REMIT TO:  
**ECS FLORIDA, LLC**  
**14026 THUNDERBOLT PLACE, SUITE 600**  
**CHANTILLY, VA 20151**

Invoice Date	Invoice Number
4/7/2021	872307
Always Refer To Above Number	

PROJECT NAME: Tributary Water Main  
 Nassau County, FL

TO: Mr. Liam O'Reilly  
 Three Rivers CDD  
 7807 Baymeadows Road East  
 #205  
 Jacksonville, FL 32256

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

**Please Pay This Amount: \$2,450.00**

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
GH9900	35:31354	4/3/2021	DUE UPON RECEIPT

Description	Quantity	Units	Unit Price	Extension	Total
For Geotechnical Services					\$2,450.00
				Subtotal:	\$2,450.00

**Invoice Total - Please Remit => \$2,450.00**

If you have any questions regarding this invoice, please contact **Mateus Costa Segura** at 904.880.0960

**\* BUDGET SUMMARY \***

Budget Estimate:	\$2,450.00
Previously Invoiced:	\$0.00
Amt. This Invoice:	\$2,450.00
Amt. Remaining:	\$0.00



PLEASE REMIT TO:  
**ECS FLORIDA, LLC**  
**14026 THUNDERBOLT PLACE, SUITE 600**  
**CHANTILLY, VA 20151**

Invoice Date	Invoice Number
6/8/2021	887174
Always Refer To Above Number	

PROJECT NAME: Tributary Units 8,10,12 and 15  
 Nassau County, FL

TO: Mr. Liam O'Reilly  
 Three Rivers CDD  
 7807 Baymeadows Road East  
 #205  
 Jacksonville, FL 32256

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
GH9900	35:31680	5/29/2021	DUE UPON RECEIPT

**Please Pay This Amount: \$11,600.00**

Description	Quantity	Units	Unit Price	Extension	Total
For Geotechnical Services					\$11,600.00
				Subtotal:	\$11,600.00

**Invoice Total - Please Remit => \$11,600.00**

If you have any questions regarding this invoice, please contact **David Spangler** at 904.880.0960

**\* BUDGET SUMMARY \***

Budget Estimate:	\$24,600.00
Previously Invoiced:	\$13,000.00
Amt. This Invoice:	\$11,600.00
Amt. Remaining:	\$0.00



PLEASE REMIT TO:  
**ECS FLORIDA, LLC**  
**14026 THUNDERBOLT PLACE, SUITE 600**  
**CHANTILLY, VA 20151**

Invoice Date	Invoice Number
4/7/2021	872311
Always Refer To Above Number	

PROJECT NAME: Tributary Amenity Center  
 Nassau County, FL

TO: Mr. Liam O'Reilly  
 Three Rivers CDD  
 7807 Baymeadows Road East  
 #205  
 Jacksonville, FL 32256

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
GH9900	35:31439	4/3/2021	DUE UPON RECEIPT

**Please Pay This Amount: \$5,300.00**

Description	Quantity	Units	Unit Price	Extension	Total
For Geotechnical Services					\$5,300.00
				Subtotal:	\$5,300.00

**Invoice Total - Please Remit => \$5,300.00**

If you have any questions regarding this invoice, please contact **Mateus Costa Segura** at 904.880.0960

**\* BUDGET SUMMARY \***

Budget Estimate:	\$5,300.00
Previously Invoiced:	\$0.00
Amt. This Invoice:	\$5,300.00
Amt. Remaining:	\$0.00

**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: **52**
- (2) Name of Payee pursuant to Acquisition Agreement:  
  
**Rinker Materials**
- (3) Amount Payable: **\$71,161.80**
- (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 #23030891, 23040059, 23049047, 23057894, 23067394, 23076236, 23085349, 23112534, & 23112535 – Three Rivers Phs 1A**
- (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 NO.
23030891



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	595856	THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147	TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/15/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/16/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19087858 SO	9597794-SB			
56	1211973	30x8' CL3 PF RCP	46.170	FT	2,585.52
	19087858 SO	9597794-SB			
32	1211985	36x8' CL3 PF RCP	62.370	FT	1,995.84
	19087858 SO	9597794-SB			
7	1212042	30" GASKET PF ISO	.000	EA	.00
	19087858 SO	9597794-SB			
4	1212200	36" GASKET PF ISO	.000	EA	.00
	19087858 SO	9597794-SB			
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19087862 SO	9597794-SB			
104	1211973	30x8' CL3 PF RCP	46.170	FT	4,801.68
	19087862 SO	9597794-SB			
13	1212042	30" GASKET PF ISO	.000	EA	.00
	19087862 SO	9597794-SB			

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560	RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>9,427.04</b>
<p>This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.</p>		<b>INVOICE TOTAL ►</b>	<b>9,427.04</b>
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.		<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>



**INVOICE**

INVOICE NO.
23040059



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	595856	THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147	TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/15/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/17/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19087852 SO	9597794-SB			
80	1211985	36x8' CL3 PF RCP	62.370	FT	4,989.60
	19087852 SO	9597794-SB			
10	1212200	36" GASKET PF ISO	.000	EA	.00
	19087852 SO	9597794-SB			
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19087868 SO	9597794-SB			
104	1211973	30x8' CL3 PF RCP	46.170	FT	4,801.68
	19087868 SO	9597794-SB			
13	1212042	30" GASKET PF ISO	.000	EA	.00
	19087868 SO	9597794-SB			
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19087874 SO	9597794-SB			
104	1211973	30x8' CL3 PF RCP	46.170	FT	4,801.68
	19087874 SO	9597794-SB			

Continued on Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560	RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>14,658.96</b>
<p>This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.</p>		<b>INVOICE TOTAL ►</b>	<b>14,658.96</b>
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.		<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>



INVOICE

INVOICE NO.
23040059

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
13	1212042 19087874 SO	30" GASKET PF ISO 9597794-SB	.000	EA	.00

**INVOICE**

INVOICE NO.

23049047



R E M I T T O	<b>RINKER MATERIALS</b> P.O. BOX 936217 ATLANTA, GA 31193-6217
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B I L L T O	595856  THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147  TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/15/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/18/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19087867 SO	9597794-SB			
104	1211973	30x8' CL3 PF RCP	46.170	FT	4,801.68
	19087867 SO	9597794-SB			
13	1212042	30" GASKET PF ISO	.000	EA	.00
	19087867 SO	9597794-SB			

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560 RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>4,823.68</b>
This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.	<b>INVOICE TOTAL ►</b>	<b>4,823.68</b>
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.	<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>

**INVOICE**

INVOICE NO.

23057894



R E M I T T O	<b>RINKER MATERIALS</b> P.O. BOX 936217 ATLANTA, GA 31193-6217
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B I L L T O	595856  THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147  TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/16/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/21/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19095691 SO	9597794-SB			
248	1211946	18x8' CL3 PF RCP	20.250	FT	5,022.00
	19095691 SO	9597794-SB			
31	1212197	18" GASKET PF ISO	.000	EA	.00
	19095691 SO	9597794-SB			

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560 RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>5,044.00</b>
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INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.	<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>

INVOICE

INVOICE NO.
23067394



R E M I T T O	RINKER MATERIALS P.O. BOX 936217 ATLANTA, GA 31193-6217
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B I L L T O	595856	THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147	TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/16/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/22/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19095684 SO	9597794-SB			
56	1211959	24x8' CL3 PF RCP	30.780	FT	1,723.68
	19095684 SO	9597794-SB			
16	1211973	30x8' CL3 PF RCP	46.170	FT	738.72
	19095684 SO	9597794-SB			
7	1212198	24" GASKET PF ISO	.000	EA	.00
	19095684 SO	9597794-SB			
2	1212042	30" GASKET PF ISO	.000	EA	.00
	19095684 SO	9597794-SB			
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19104289 SO	9597794-SB			
312	1211932	15x8' CL3 PF RCP	14.780	FT	4,611.36
	19104289 SO	9597794-SB			
39	1212196	15" GASKET PF ISO	.000	EA	.00
	19104289 SO	9597794-SB			

Continued on Next Page

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560 RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	SUB-TOTAL ►	17,263.44
	INVOICE TOTAL ►	17,263.44
This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.	USD DOLLARS	PLEASE PAY FROM THIS INVOICE
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.		



**INVOICE**

INVOICE NO.
23067394

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891 19104296 SO	#711 Lubricant 8LB 9597794-SB	11.000	EA	22.00
256	1211932 19104296 SO	15x8' CL3 PF RCP 9597794-SB	14.780	FT	3,783.68
64	1211946 19104296 SO	18x8' CL3 PF RCP 9597794-SB	20.250	FT	1,296.00
32	1212196 19104296 SO	15" GASKET PF ISO 9597794-SB	.000	EA	.00
8	1212197 19104296 SO	18" GASKET PF ISO 9597794-SB	.000	EA	.00
2	1181891 19104300 SO	#711 Lubricant 8LB 9597794-SB	11.000	EA	22.00
248	1211946 19104300 SO	18x8' CL3 PF RCP 9597794-SB	20.250	FT	5,022.00
31	1212197 19104300 SO	18" GASKET PF ISO 9597794-SB	.000	EA	.00

**INVOICE**

INVOICE NO.
23076236



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	595856	THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147	TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/18/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/23/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
1	1181891	#711 Lubricant 8LB	11.000	EA	11.00
	19110631 SO	9597794-SB			
248	1211946	18x8' CL3 PF RCP	20.250	FT	5,022.00
	19110631 SO	9597794-SB			
31	1212197	18" GASKET PF ISO	.000	EA	.00
	19110631 SO	9597794-SB			

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560 RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>5,033.00</b>
	This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.	<b>INVOICE TOTAL ►</b>
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.	<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>

**INVOICE**

INVOICE NO.
23085349



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	595856	THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147	TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/18/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/24/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19110625 SO	9597794-SB			
248	1211946	18x8' CL3 PF RCP	20.250	FT	5,022.00
	19110625 SO	9597794-SB			
31	1212197	18" GASKET PF ISO	.000	EA	.00
	19110625 SO	9597794-SB			

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560 RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>5,044.00</b>
	This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.	<b>INVOICE TOTAL ►</b>
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.	<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>



**INVOICE**

INVOICE NO.

23112534



R E M I T T O	<b>RINKER MATERIALS</b> P.O. BOX 936217 ATLANTA, GA 31193-6217
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B I L L T O	595856  THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147  TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/16/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/22/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19095661 SO	9597794-SB			
104	1211973	30x8' CL3 PF RCP	46.170	FT	4,801.68
	19095661 SO	9597794-SB			
13	1212042	30" GASKET PF ISO	.000	EA	.00
	19095661 SO	9597794-SB			

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560 RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>4,823.68</b>
This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.	<b>INVOICE TOTAL ►</b>	<b>4,823.68</b>
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.	<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>

**INVOICE**

INVOICE NO.
23112535



R E M I T T O	RINKER MATERIALS
	P.O. BOX 936217
	ATLANTA, GA 31193-6217

B I L L T O	595856	THREE RIVERS COMM DVLPMNT DSTR C/O WRATHELL, HUNT & ASSOCIATES, LLC 2300 GLADES RD, SUITE 410W BOCA RATON FL 33431
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S H I P T O	686147	TRIBUTARY UNIT 6 BUCCANEER TRL AT POLICE LODGE RD YULEE FL 32097
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CUSTOMER P.O.NUMBER	ORDER DATE	REF NO.	DATE DUE	CBP GST#
015	06/18/21		07/15/21	08-062-8247

INVOICE SHIP DATE	SHIP VIA	TERMS	TAX ID
06/23/21	Prepaid	Net 15th	858017721120C-0

QUANTITY	ITEM NO.	DESCRIPTION	PRICE	U/M	AMOUNT
2	1181891	#711 Lubricant 8LB	11.000	EA	22.00
	19110622 SO	9597794-SB			
248	1211946	18x8' CL3 PF RCP	20.250	FT	5,022.00
	19110622 SO	9597794-SB			
31	1212197	18" GASKET PF ISO	.000	EA	.00
	19110622 SO	9597794-SB			

THIS MATERIAL SHIPPED FROM PLANT NUMBER: 5560	RINKER MATERIALS ORLANDO 2313 VULCAN RD APOPKA FL 32703 Tel: (407)293-5126 Fax: (407)298-4439	<b>SUB-TOTAL ►</b>	<b>5,044.00</b>
<p>This invoice incorporates herein by reference Buyer's previously executed Credit Application, If any, Seller's Standard Terms and Conditions, this Seller's Quotation and Seller's Order Confirmation (including limitations of warranties) as fully set forth on this invoice (as amended, modified, supplemented, restated and/or supplemented, restated and/or replaced by mutual written Agreement). Buyer agrees that, unless otherwise noted herein all quantities and items were delivered as indicated and further expressly agrees to pay in accordance with this Agreement. Interest shall accrue on late payments.</p>		<b>INVOICE TOTAL ►</b>	<b>5,044.00</b>
INVOICE DATE IS DATE SHIPPED. PAST DUE ACCOUNTS ARE SUBJECT TO 18% A.P.R. CHARGE.		<b>USD DOLLARS</b>	<b>PLEASE PAY FROM THIS INVOICE</b>

**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: **53**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**Ferguson Waterworks**
- (3) Amount Payable: **\$34,483.20**
- (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 #1850338-1 – 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
1850338-1	\$34,483.20	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	FILE	014	008	TRIBUTARY 6	06/30/21	104745
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
680	✓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	
680	✓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	
80	0	A15650020IBPL	15X20 HP N12 DW STORM SLD PL PIPE		FT	0.00	
<b>INVOICE SUB-TOTAL</b>						<b>34483.20</b>	
<p>*****</p> <p>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.</p>							

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TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$34,483.20
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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**

**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: **54**
- (2) Name of Payee pursuant to Acquisition Agreement:  
  
**Dominion Engineering Group, Inc.**
- (3) Amount Payable: **\$17,937.75**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **June 2021 – Invoices #2021-4743, 2021-4761, 2021-4750, 2021-4733, 2020-4742, 2021-4749, 2021-4720, & 2021-4721**
- (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: July 1, 2021

Invoice Number 2021-4743

Services Provided 6/1/21 – 6/30/21

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

**Reference: Three Rivers CDD, Nassau County, Florida**  
**DEG Project Number 2106.003**

**Task Order 1 CDD District Engineer (hourly)**

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$50	5	\$250.00
CADD Designer	\$100	3	\$300.00
Engineer	\$125	2	\$250.00
Principal	\$180	8	\$1,440.00
<b>TOTAL</b>		<b>18</b>	<b>\$2,240.00</b>

1. Reviewed invoices against approved purchase orders
2. Issued invoice approvals and assigned to appropriate account
3. Signed payment requisitions
4. Reviewed Construction Shop Drawings for Unit 6
5. Prepared Sleeving Plan for Unit 4
6. CDD meeting on June 17, 2021

**Amount Due \$2,240.00**

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: July 1, 2021

Invoice Number 2021-4761

Services Provided 6/1/21 – 6/30/21

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	1	\$100.00
Engineer	\$125	0	\$0.00
Principal	\$180	8	\$1,440.00
<b>TOTAL</b>		<b>9</b>	<b>\$1,540.00</b>

**Subtotal \$1,540.00**

1. Reviewed Pay Applications for Unit 4 and Unit 6
2. Coordination meeting on site w/owner and Vallencourt on June 3 and 17, 2021
3. Contractor Coordination

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

\$51,000.00

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

**Subtotal \$1500.00**

**Total Amount Due \$3,050.00**

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: July 1, 2021

Invoice Number 2021-4750

Net 15 days

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

**Reference: Amenity Center**  
**Engineering and Permitting**  
**Tributary, Nassau County, FL**  
**DEG Project Number 2106.007**

**Task 1 Site Plan \$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	100	\$3,500.00	\$3,500.00	<b>\$0.00</b>

**Task 2 Final Construction Plans \$38,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$38,000.00	0	\$38,000.00	100	\$38,000.00	\$38,000.00	<b>\$0.00</b>

**Task 3 Permitting - Nassau County \$5,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	100	\$5,000.00	\$4,500.00	<b>\$500.00</b>



**Task 5 Construction Phase Services NTE**

**\$7500.00**

<b>Employee Level</b>	<b>Billing Amount (hourly)</b>	<b>Total Hours this period</b>	<b>Total Due</b>
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	5	\$500.00
Engineer	\$125	3	\$375.00
Principal	\$185	3	\$555.00
<b>TOTAL</b>		<b>11</b>	<b>\$1,430.00</b>

1. Responding to Contractor's Questions
2. Coordination Meetings
3. Shop Drawings
4. Plan Updates due to ELM Changes
5. Site Inspections

**Subtotal \$1,930.00**

**Other Direct Costs:**

Water/Sewer Site Plan Review      \$143.75

FDEP Application Fee                      \$575.00

**Total ODC \$718.75**

**Total Amount Due \$2,648.75**

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: July 1, 2021

Invoice Number 2021-4733

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: Modification of the Construction Plans for Phase 1A, Units 4 & 5**  
**Engineering and Permitting**  
**Tributary, Nassau County, FL**  
**DEG Project Number 2106.008**

**Task 1 Final Development Plan \$6,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,500.00	0	\$6,500.00	100	\$6,500.00	\$3,250.00	<b>\$3,250.00</b>

**Task 2 Construction Plan Updates \$33,350.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$33,350.00	0	\$33,350.00	100	\$33,350.00	\$33,350.00	<b>\$0.00</b>

**Task 3 Permitting - SJRWMD \$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	100	\$4,000.00	\$4,000.00	<b>\$0.00</b>

**Task 3 Permitting - Nassau County**

**\$5,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	100	\$5,000.00	\$5,000.00	<b>\$0.00</b>

**Task 3 Permitting - JEA**

**\$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	100	\$4,000.00	\$4,000.00	<b>\$0.00</b>

**Amount Due \$3,250.00**

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: July 1, 2021

Invoice Number 2020-4742

Services Provided 6/1/21 – 6/30/21

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	3	\$375.00
Principal	\$180	3	\$540.00
<b>TOTAL</b>		<b>6</b>	<b>\$915.00</b>

1. Prepared 3 Site Plans for Unit 26

**Total Amount Due \$915.00**

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: July 1, 2021

Invoice Number 2021-4749

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 & 2<sup>nd</sup> 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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	40	\$800.00	\$400.00	<b>\$400.00</b>

**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	\$800.00	<b>\$0.00</b>

**Amount Due \$400.00**

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: July 1, 2021

Invoice Number 2021-4720

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	70	\$11,550.00	\$8,250.00	<b>\$3,300.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>



**Task 7 Construction Phase Services NTE**

**\$12,000.00**

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

**Total Amount Due \$3,300.00**

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: July 1, 2021

Invoice Number 2021-4721

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	70	\$7,469.00	\$5,335.00	<b>\$2,134.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**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	<b>\$0.00</b>

**Task 7 Construction Phase Services NTE**

**\$12,500.00**

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

**Total Amount Due \$2,134.00**

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**

**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: **55**
- (2) Name of Payee pursuant to Acquisition Agreement:  
**ELM Inc.**
- (3) Amount Payable: **\$10,189.74**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **May 2021 – Invoice 19404 – 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 May 1, 2021 thru June 30, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19404	Jun 30, 2021	Jul 30, 2021	19-32	<b>\$10,189.74</b>

	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	100.00%	\$2,375.00	\$0.00
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	100.00%	\$2,375.00	\$0.00
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
	<b>100.00%</b>	<b>\$402,200.00</b>	<b>99.41%</b>	<b>\$399,825.00</b>	<b>0.59%</b>	<b>\$2,375.00</b>	<b>\$0.00</b>

**Basic Services**

Role	Hrs	Extension
<b>24 Project Coordination</b>		
Senior Architect	1.25	\$250.00
	<b>24 Project Coordination Total:</b>	<b>1.25</b>
		<b>\$250.00</b>
<b>25 Permitting &amp; Bid Assistance</b>		
Landscape Architect - Level 3	6.00	\$780.00
Senior Architect	1.00	\$200.00
	<b>25 Permitting &amp; Bid Assistance Total:</b>	<b>7.00</b>
		<b>\$980.00</b>
<b>26 Construction Observation</b>		
Landscape Architect - Level 3	1.00	\$130.00
Senior Architect	32.00	\$6,400.00
	<b>26 Construction Observation Total:</b>	<b>33.00</b>
		<b>\$6,530.00</b>
	<b>Basic Services Sub Total:</b>	<b>41.25</b>
		<b>\$7,760.00</b>



## MONTHLY INVOICE

### Project Description: Three Rivers Community Development District

For Professional Services Rendered from May 1, 2021 thru June 30, 2021

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
19404	Jun 30, 2021	Jul 30, 2021	19-32	<b>\$10,189.74</b>

#### Expenses

<u>Expense Type</u>	<u>Amount</u>
<b><i>Reimbursable Expenses</i></b>	
Reproductions	\$54.74
<b>Reimbursable Expenses Total:</b>	<b>\$54.74</b>
<b>Expenses Total:</b>	<b>\$54.74</b>

**Invoice Total: \$10,189.74**

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>
5/11/2021	JL	Architecture	Drawing revisions - missed detail	1.00	\$200.00	\$200.00	\$0.00
5/18/2021	JL	Architecture	Entry pavilion - discussion with Matt, info back to the team.	0.50	\$200.00	\$100.00	\$0.00
5/19/2021	JL	Architecture	Entry Pavilion cd's	1.00	\$200.00	\$200.00	\$0.00
5/20/2021	JL	Architecture	Entry pavilion cd's	1.00	\$200.00	\$200.00	\$0.00
<b>CD - ELM Total:</b>				<b>3.50</b>		<b>\$700.00</b>	<b>\$0.00</b>

### 24 Project Coordination

5/3/2021	JL	Architecture	Bi-weekly owner/civil/contractor/architect teams meeting, review revised piling plan and forward to client/contractor	1.25	\$200.00	\$250.00	\$250.00
<b>24 Project Coordination Total:</b>				<b>1.25</b>		<b>\$250.00</b>	<b>\$250.00</b>

### 25 Permitting & Bid Assistance

5/3/2021	DP	Landscape Architecture	comparing as-built utility drawings with landscape plans and utility design drawings for tree pipe conflict + project meeting	2.00	\$130.00	\$260.00	\$260.00
5/4/2021	DP	Landscape Architecture	updating FDOT irrigation permit	1.00	\$130.00	\$130.00	\$130.00
5/6/2021	DP	Landscape Architecture	updating amenity center plans per county comment	2.00	\$130.00	\$260.00	\$260.00
5/7/2021	DP	Landscape Architecture	Bi-weekly Teams meeting - discussed permit status, ASI-001, subcontracts and buyouts, OAC meetings moving forward, entry pavilion design and construction documents, start of construction.	1.00	\$200.00	\$200.00	\$200.00
5/17/2021	JL	Architecture					
<b>25 Permitting &amp; Bid Assistance Total:</b>				<b>7.00</b>		<b>\$980.00</b>	<b>\$980.00</b>

### 26 Construction Observation

5/17/2021	DP	Landscape Architecture	Punch List / Biweekly team meeting	1.00	\$130.00	\$130.00	\$130.00
5/27/2021	JL	Architecture	submittal review	0.50	\$200.00	\$100.00	\$100.00
6/2/2021	JL	Architecture	Review and sign pay application	0.50	\$200.00	\$100.00	\$100.00
6/7/2021	JL	Architecture	Submittal review, OAC Teams meeting, facilitating FFE selections	2.00	\$200.00	\$400.00	\$400.00
6/8/2021	JL	Architecture	Submittal Review	1.50	\$200.00	\$300.00	\$300.00
6/10/2021	JL	Architecture	Submittal Review	1.00	\$200.00	\$200.00	\$200.00
6/11/2021	JL	Architecture	Submittal review	1.00	\$200.00	\$200.00	\$200.00



<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>
6/14/2021	JL	Architecture	OAC Teams meeting, submittal review	2.00	\$200.00	\$400.00	\$400.00
6/15/2021	JL	Architecture	Coordination with Donny and civil following OAC meeting	0.75	\$200.00	\$150.00	\$150.00
6/16/2021	JL	Architecture	Submittal review	1.00	\$200.00	\$200.00	\$200.00
6/17/2021	JL	Architecture	Submittal review	0.75	\$200.00	\$150.00	\$150.00
6/21/2021	JL	Architecture	submittal review	3.00	\$200.00	\$600.00	\$600.00
6/22/2021	JL	Architecture	Submittal review and RFI response	1.50	\$200.00	\$300.00	\$300.00
6/23/2021	JL	Architecture	Submittal Review	1.25	\$200.00	\$250.00	\$250.00
6/24/2021	JL	Architecture	OAC Meeting - Flooring and Low Voltage	3.00	\$200.00	\$600.00	\$600.00
6/28/2021	JL	Architecture	Submittal review, RFI response, OAC Teams meeting	6.00	\$200.00	\$1,200.00	\$1,200.00
6/29/2021	JL	Architecture	Exterior finish selections, submittal review, RFI response	3.00	\$200.00	\$600.00	\$600.00
6/30/2021	JL	Architecture	Submittal review and RFI response	3.25	\$200.00	\$650.00	\$650.00
<b>26 Construction Observation Total:</b>				<b>33.00</b>		<b>\$6,530.00</b>	<b>\$6,530.00</b>
<b>Total Basic Services:</b>						<b>\$8,460.00</b>	<b>\$7,760.00</b>

**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>
<i>Reimbursable Expenses</i>							
6/29/2021	JAE	Architecture	ARC 43FLI9176982	1.00	\$54.74	\$54.74	\$54.74
<b>Reimbursable Expenses Total:</b>				<b>1.00</b>		<b>\$54.74</b>	<b>\$54.74</b>
<b>Total Expenses:</b>						<b>\$54.74</b>	<b>\$54.74</b>

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

**4A**

Publication Date  
2021-06-09

Subcategory  
Bid Notices and Requests for Services

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THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT  
REQUEST FOR  
QUALIFICATIONS FOR  
CONSTRUCTION MANAGER  
AT RISK SERVICES FOR

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COUNTY PARK, FIRE  
STATION, AND  
COMMUNITY AMENITIES

Nassau County, Florida

The Three Rivers Community Development District (District) is soliciting qualification documents detailing qualifications to provide Construction Manager at Risk Services for the construction of a County Park, Fire Station, and Community Amenities (Project). The selected Construction Management firm (CM) will provide preconstruction services and function as a General Contractor responsible for competitively bidding trade contracts, all scheduling and coordination of the Project, and the successful, timely, and economical completion of the Project, as more particularly described in the Request for Qualifications Package (RFQ). To be eligible to submit qualification documents (Response), and in addition to any other requirements set forth in the RFQ, an interested firm must: (i) hold all required local, state and federal licenses in good standing; (ii) be authorized to do business in Nassau County and the State of Florida; and (iii) have previously worked within the last five years on at least three projects consisting of: 1) community amenity and recreation facilities worth at least Two Million Dollars (\$2,000,000.00); and/or 2) fire station worth at least Two Million Dollars (\$2,000,000.00).

The RFQ will be available for downloading beginning on Wednesday, June 9, 2021 at 12:00PM (EST). Please contact the District Manager at [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) for access instructions. Respondents must provide contact information in order to download the RFQ, and, in that way, will be added to the Districts distribution list for the RFQ and any subsequent addenda thereto. The District reserves the right in its sole discretion to make changes to the RFQ up until the time of the opening, and to provide notice of such changes only to those Respondents who have downloaded an RFQ.

Each firm desiring to submit a response to the RFQ must submit an electronic copy of the firms response on a flash drive, and in a PDF format, along with one original and eight (8) copies of the firms response, no later than 2:00 p.m., Thursday, June 24, 2021 at the following address: 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (Submission Location). A District representative will conduct a special public meeting at 2:00 p.m. on Thursday, June 24, 2021 at the Submission Location to open the responses and read the names of the Respondents. No official action will be taken at the meeting. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law including but not limited to Chapter 190, Florida Statutes. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Manager at least forty-eight (48) hours before the meeting by contacting the District Manager. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager.

Responses will be evaluated in accordance with the criteria included in the RFQ. The District reserves the right to reject any and all responses, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the Project in phases, and waive minor or technical irregularities in any proposal, as it deems appropriate, if it determines in its discretion that it is in the Districts best interests to do so.

Any protest of the RFQ must be filed with the District Manager, Wrathell, Hunt & Associates, LLC, at the following location 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (District Managers Office) within 72 hours of download of the RFQ, together with a protest bond in a form acceptable to the District and in the amount of Fifty Thousand Dollars (\$50,000.00). In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the Districts costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law. Additional requirements for filing a protest can be found in the Districts Rules of Procedure, which are available upon request.

The successful respondent will be required upon the successful negotiation of a contract to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract (as described in the RFQ), with a surety acceptable to the District, in accordance with Section 255.05, Florida Statutes.

Any and all questions relative to this RFQ or the Project shall be directed in writing by e-mail only to Craig Wrathell at [wraithellc@whhassociates.com](mailto:wraithellc@whhassociates.com), with e-mail copies to Gregg Kern at [GKern@GreenPointeLLC.Com](mailto:GKern@GreenPointeLLC.Com) and Wesley S. Haber at [wesh@hgslaw.com](mailto:wesh@hgslaw.com). No phone inquiries please.

Three Rivers Community  
Development District  
Craig Wrathell,  
District Manager  
FNL 1T 06-09-2021  
#644575  
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**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4B**





**AULD & WHITE  
CONSTRUCTORS**

CONSTRUCTION MANAGER AT RISK SERVICES

**COUNTY PARK, FIRE STATION, AND COMMUNITY AMENITIES**

# **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

Headquartered in Jacksonville for over 30 years, Auld & White Constructors has built long-standing relationships with clients throughout Northeast Florida by providing open communication, innovative ideas, and diverse construction solutions.

**BUILDING YOUR FUTURE**

**AULD-WHITE.COM**

June 23, 2021

Three Rivers Community Development District  
7807 Baymeadows Road East, Suite 205  
Jacksonville, FL 32256

Re: **Three Rivers Community Development District  
County Park, Fire Station, and Community Amenities**

Dear Selection Committee Members:

Auld & White Constructors, LLC is appreciative of the opportunity to continue a successful working relationship with Three Rivers C.D.D. through delivery of Construction Management-at-Risk Services for the Nassau County Community Park, Edwards Road Fire Station, and Community Amenities. Auld & White has the personnel, processes, and relevant experience to provide effective and flexible management throughout your project.

Through our proven service we will:

- Get the job done right
- Provide effective management from pre-construction through closeout
- Maintain flexibility for incorporating changes if County funds become available
- Efficiently coordinate and communicate with all project members

In the past 5 years we have completed construction on 3 fire stations/emergency call center for City of Jacksonville and currently have another 4 fire stations in pre-construction. We also have completed multiple dining service facilities and community amenity centers. This depth of experience will allow us to hit the ground running and alleviate any learning curve for the project team. We already understand your specifications and the importance of developing design and construction schedules and budgets as you establish budget projections, remaining flexible with funding requirements and providing progress status documentation. Our project team of construction professionals will work with you as an extension of your staff.

By selecting AWC, you will get a team player who:

- Understands your projects' goals and objectives
- Is experienced in managing construction contracts
- Has a proven track record in executing similar work within fixed budgets and schedules
- Is committed to safety
- Uses the team approach to successfully meet your program objectives

We hope you will find Auld & White an ideal candidate for your construction management project. We are enthusiastic about this opportunity and are confident that the skills and experience of our team will provide Three Rivers C.D.D. with outstanding results.

Thank you for considering Auld & White as your construction partner.

Sincerely,



Business Development Manager - Public Sector

Contractor / Federal Employer I.D. Number	<b>Auld &amp; White Constructors, LLC</b> 20-377-4396
Address / Phone	4168 Southpoint Parkway, Suite 101 Jacksonville, Florida 32216 904.296.2555
Company Point of Contact	<b>Cindy Reis, Business Development Manager</b> <b>- Public Sector</b> E-mail: creis@auld-white.com Address and phone: Same as above



**A.** LETTER OF INTENT FROM SURETY

**B.** AFFIDAVIT REGARDING RESPONSE

**C.** SWORN STATEMENT ON PUBLIC  
ENTITY CRIMES

**D.** SWORN STATEMENT REGARDING  
SCRUTINIZED COMPANIES

**E.** TRENCH SAFETY AFFIDAVIT

**F.** RESPONSE FORM

**G.** RELATED EXPERIENCE

**H.** PRE-CONSTRUCTION STAFF

**I.** CONSTRUCTION STAFF

**J.** PROJECT MANAGEMENT SERVICES

**K.** LOCATION OF OFFICE

**L.** CLAIMS AND LITIGATION HISTORY

CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



**A.**

## LETTER OF INTENT FROM SURETY

## A. LETTER OF INTENT FROM SURETY

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



# Bouchard Insurance

A Marsh & McLennan Agency LLC Company

June 16, 2021

Three Rivers Community Development District  
7807 Baymeadows Road East, Suite 205  
Jacksonville, FL 32256

Contractor: Auld & White Constructors, LLC – Bond Reference Letter

To Whom It May Concern:

This letter confirms that Western Surety Company has had the continued privilege of providing bonds for Auld & White Constructors, LLC. Auld & White Constructors, LLC has been a valued surety client and the company has an excellent relationship from both a payment and performance standpoint.

At Auld & White Constructors, LLC's request, we anticipate being able to provide bonds subject to our review and acceptance of the contract terms and conditions, bond forms, construction financing details and a satisfactory underwriting review at the time of the request. Auld & White Constructors, LLC has a bonding program of \$50,000,000.00 single job and an aggregate work program in excess of \$125,000,000.00; however, those are merely guidelines and we would consider any project that Auld & White Constructors, LLC desires to undertake.

*For the purpose of this letter, please be advised that Auld & White Constructors, LLC is bondable for projects in the amount of \$2,000,000 plus.*

Auld & White Constructors, LLC is a fine contractor who enjoys an excellent reputation for quality work and successful completion of projects. Management and staff are dedicated professionals who are well respected in this industry.

Western Surety Company carries an A (Excellent) rating with A.M. Best, a Financial Class size of XIII (\$1.25 Billion to \$1.5 Billion) and is listed as an approved surety by the Department of Treasury Circular 570.

Should you have any questions regarding our relationship, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Pichowski'.

Mark D. Pichowski, CPA  
Attorney-in-Fact and  
Florida Licensed Resident Agent

1.800.966.6481

[www.bouchardinsurance.com](http://www.bouchardinsurance.com)



**B.**

**AFFIDAVIT REGARDING RESPONSE**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT RISK SERVICES  
FOR COUNTY PARK, FIRE STATION, AND COMMUNITY AMENITIES**

**AFFIDAVIT REGARDING RESPONSE**

STATE OF Florida  
COUNTY OF Duval

Before me, the undersigned authority, appeared the affiant, Cindy Reis, and having taken an oath, affiant, based on personal knowledge, deposes and states:

*Authorization*

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Development Manager - Public Sector for Auld & White Constructors, LLC (“**Respondent**”), and am authorized to make this Affidavit Regarding Response on behalf of Respondent. Proof of such authorization is attached hereto.

2. I assisted with the preparation of, and have reviewed, the Respondent’s Response (“**Response**”) provided in response to the Three Rivers Community Development District’s (“**District**”) Request for Qualifications for Construction Manager at Risk Services for County Park, Fire Station, and Community Amenities (“**RFQ**”). All of the information provided in the Response is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Respondent to constitute good cause for rejection of the Response.

*Receipt of Documents*

3. The Respondent acknowledges the receipt of the complete RFQ as provided by the District. Additionally, the Respondent acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____



*Non-Collusion*

4. The Response is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Neither Respondent nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

N/A

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*Agreements Regarding Records and RFQ*

6. The Respondent authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Response, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Respondent.

7. By signing below, and by not filing a protest within the seventy-two (72) hour period after receipt of the RFQ, the Respondent acknowledges that (i) the Respondent has read, understood, and accepted the RFQ; (ii) the Respondent has had an opportunity to consult with legal counsel regarding the RFQ; (iii) the Respondent has agreed to the terms of the RFQ; and (iv) the Respondent has waived any right to challenge any matter relating to the RFQ, including but not limited to any protest relating to the notice, the Response instructions, the Response forms, the Contracts forms, the scope of work, the evaluation criteria, the evaluation process established in the RFQ, or any other issues or items relating to the RFQ. IN THE EVENT A PROTEST OF ANY KIND IS FILED, THE RESPONDENT AGREES THAT ANY DELAY IN THE PROJECT WILL HAVE ADVERSE CONSEQUENCES ON THE DISTRICT AND THE PROJECT, AND, ACCORDINGLY, THE RESPONDENT WAIVES ANY RIGHT TO ENJOIN OR OTHERWISE PREVENT THE DISTRICT FROM PROCEEDING WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE RESPONDENT SELECTED BY THE DISTRICT.

[CONTINUED ON NEXT PAGE]

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING RESPONSE AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this 17th day of June, 2021.

(Corporate Seal, if applicable)



Auld & White Constructors, LLC

(Name of Respondent)

*Cindy Reis*

By: Cindy Reis

Title: Business Development Manager - Public Sector

STATE OF FLORIDA  
COUNTY OF Duval

Sworn and subscribed before me by means of  physical presence or  online notarization, this 17th day of June, 2021 by Cindy Reis of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]

*Melanie Hill*

Print Name: Melanie Hill

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

EXHIBIT: Attach Proof of Authorization to Sign





June 15, 2021

Re: Letter of Delegation of Authority

Three Rivers Community Development District  
7807 Baymeadows Road East, Suite 205  
Jacksonville, Florida 32256

To Whom It May Concern:

By means of this letter, I, Nathaniel T. Marty, CEO & President of Auld & White Constructors, LLC, delegate the authority herein described to Cindy Reis, Business Development Manager, on the following terms and conditions:

1. The Business Development Manager has been authorized to sign forms on behalf of Auld & White Constructors, LLC as required in conjunction with this Request for Qualifications (RFQ).
2. The CEO & President will review and execute all contracts as a result of this RFQ.
3. The effective date of this delegation is June 15, 2021. It shall run until I revoke it, the delegate is no longer serving in the position described in this delegation, or the end of the fiscal year, whichever comes first.
4. The authority delegated in this document shall not be sub-delegated.

Sincerely,

A handwritten signature in blue ink, appearing to read 'N. Marty', is written over a faint, larger blue signature graphic.

Nathaniel T. Marty  
CEO & President



**C.**

**SWORN STATEMENT ON PUBLIC  
ENTITY CRIMES**

**THREE RIVES COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT RISK SERVICES  
FOR COUNTY PARK, FIRE STATION, AND COMMUNITY AMENITIES**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Three Rivers Community Development District  
(print name of the public entity)

by Cindy Reis, Business Development Manager - Public Sector  
(print individual's name and title)

for Auld & White Constructors, LLC  
(print name of entity submitting sworn statement)

whose business address is

4168 Southpoint Parkway, Suite 101

Jacksonville, Florida 32166

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-377-4396

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dated this 17th day of June, 2021.

(Corporate Seal, if applicable)



Auld & White Constructors, LLC

(Name of Respondent)

Cindy Reis

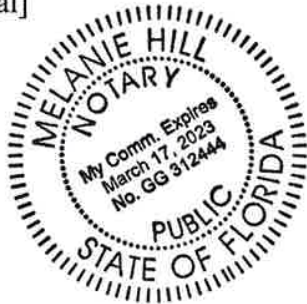
By: Cindy Reis

Title: Business Development Manager - Public Sector

STATE OF FLORIDA  
COUNTY OF Duval

Sworn and subscribed before me by means of  physical presence or  online notarization, this 17th day of June, 2021 by Cindy Reis of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]



Melanie Hill

Print Name: melanie hill

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



**D.**

## SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES



**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT RISK SERVICES  
FOR COUNTY PARK, FIRE STATION, AND COMMUNITY AMENITIES**

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES  
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

1. This sworn statement is submitted to Three Rivers Community Development District

by Cindy Reis, Business Development Manager - Public Sector  
(print individual's name and title)

for Auld & White Constructors, LLC  
(print name of entity submitting sworn statement)

whose business address is

4168 Southpoint Parkway, Suite 101, Jacksonville, Florida 32216

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, provides that a company that at the time of bidding or submitting a Response for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a Response for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its Response to the Three Rivers Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the contract, the entity will immediately notify the Three Rivers Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The foregoing SWORN STATEMENT PURSUANT TO SECTION 287.135(5) is dated this 17th day of June, 2021.

(Corporate Seal, if applicable)



Auld & White Constructors, LLC  
(Name of Respondent)

Cindy Reis  
By: Cindy Reis

Title: Business Development Manager - Public Sector

STATE OF FLORIDA  
COUNTY OF Duval

Sworn and subscribed before me by means of  physical presence or  online notarization, this 17th day of June, 2021 by Cindy Reis of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal]



Melanie Hill  
Print Name: Melanie Hill  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_

CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



**E.**

## TRENCH SAFETY AFFIDAVIT

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT RISK SERVICES  
FOR COUNTY PARK, FIRE STATION, AND COMMUNITY AMENITIES**

**TRENCH SAFETY AFFIDAVIT**


Trench excavations on this Project are expected to be in excess of five feet (5') deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P, trench safety standards will be in effect during the period of construction of the Project. Undersigned acknowledges that included in the various items of its Response are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Respondent further identifies the costs as follows:

Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF, SY)	Unit Cost	Extended Cost
A. <u>TBD-will be cost of work due to varying conditions</u>				
B. _____				
C. _____				
TOTAL\$				_____

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.**


(Corporate Seal, if applicable) \_\_\_\_\_  
 (Name of Respondent) Auld & White Constructors, LLC  
 \_\_\_\_\_  
*Cindy Reis*  
 By: Cindy Reis  
 Title: Business Development Manager - Public Sector

STATE OF FLORIDA  
 COUNTY OF Duval



Sworn and subscribed before me by means of  physical presence or  online notarization, this 17th day of June, 2021 by Cindy Reis of Auld + White Constructors llc, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Notary Seal] \_\_\_\_\_  
 Print Name: Melanie Hill  
 Notary Public, State of Florida  
 Commission No.: \_\_\_\_\_





**F.**

**RESPONSE FORM**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
CONSTRUCTION MANAGER AT RISK SERVICES  
FOR COUNTY PARK, FIRE STATION, AND COMMUNITY AMENITIES**

**RESPONSE FORM – (A) GENERAL INFORMATION**

**1. Respondent General Information**

Respondent Name Auld & White Constructors, LLC

Street Address 4168 Southpoint Parkway, Suite 101

P. O. Box (if any) \_\_\_\_\_

City Jacksonville State Florida Zip Code 32216

Telephone 904.296.2555 Fax no. N/A

1st Contact Name Cindy Reis Title Business Development Manager

2nd Contact Name Nathaniel Marty Title CEO & President

Parent Company Name (if any) Auld & White Holdings, LLC

Street Address 4168 Southpoint Parkway, Suite 101

P. O. Box (if any) \_\_\_\_\_

City Jacksonville State Florida Zip Code 32216

Telephone 904.296.2555 Fax no. N/A

1st Contact Name Nathaniel Marty Title CEO & President

2nd Contact Name Edward W. White Jr. Title Chairman of the Board

**(Attach a chart showing ownership structure of Respondent.)**

Please refer to Page 28

**2. Company Standing**

Respondent's form of entity: Limited Liability Corporation

(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Respondent organized? Delaware

Date 10/24/2005 Charter Number (if applicable) M05000006897

Is the Respondent in good standing with that State? Yes  No

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the Respondent registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes  No

If no, please explain \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. Licensure**

Please list all applicable state and federal licenses or registrations, including but not limited to those for the State of Florida and Nassau County:

State of Florida General Contractors License, CGC1527343-Nathaniel T. Marty, Exp. 08/31/2022

State of Florida General Contractors License, CGC012462- Steven W. Auld, Exp. 08/31/2022

State of Florida General Contractors License, CGC025000- Edward W. White Jr., Exp. 08/31/2022

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For each registration or license, provide the following information:

Type of registration (e.g., certified general contractor, certified electrical contractor, etc.)

Certified General Contractor

License No. CGC1527343 Expiration Date 08/31/2022

Qualifying Individual Title Nathaniel T. Marty

List company(ies) currently qualified under this license \_\_\_\_\_

Auld & White Constructors, LLC

Is the registration or license in good standing? Yes  No

If no, please explain \_\_\_\_\_

\_\_\_\_\_

**(Attach photocopies of each listed license or registration, and additional sheets as necessary.)**

**4. What are the Respondent's current insurance limits?**

General Liability \$ 2,000,000

Automobile Liability \$ 1,000,000

Workers Compensation \$ 500,000

Pollution Insurance \$ 2,000,000

Contractual Liability \$ N/A

Professional Liability \$ N/A

\_\_\_\_\_ \$ \_\_\_\_\_

(Other)

General Liability 09/01/2021

Expiration Date Workers Compensation 01/01/2022

**(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)** Please refer to Page 33



5. ***What are the Respondent's current bonding limits?***

Name of Respondent's Bonding Company Western Surety Company

Address 333 S. Wabash Avenue, Chicago, Illinois 60604

Approved Bonding Capacities:

Aggregate Limit \$ 125,000,000

Single Project Limit \$ 50,000,000

Total Current Contracts Bonded \$ 37,700,000

Name of Respondent's Bonding Agency Bouchard Insurance

Address 101 N. Starcrest Drive, Clearwater, FL 33765

Contact Name Mark D. Pichowski, CPA Telephone 727.373.2710

6. ***List the location of Respondent's office that would perform the work.***

Street Address 4168 Southpoint Parkway, Suite 101

P.O. Box (if any) \_\_\_\_\_

City Jacksonville State Florida Zip Code 32216

Telephone 904.296.2555 Fax No. N/A

1<sup>st</sup> Contact Name Cindy Reis Title Business Development Manager

2<sup>nd</sup> Contact Name Nathaniel Marty Title CEO & President

7. ***List the Proper's total annual dollar value of work completed for each of the last three (3) years:***

(2020) \$109,745,400, (2019) \$94,710,100, (2018) \$88,864,700

8. **Has the Respondent previously performed work for an independent special district or other governmental entity?**

Yes (X) No ( )

If yes, describe:

Auld & White has completed projects with the City of Jacksonville, Duval County Public Schools, St. Johns County School District and the Three Rivers Community Development District Tributary Amenity Center.

9. **Has the Respondent previously performed work for at least one amenity facility for a master planned community worth at least Two Million Dollars (\$2,000,000.00)?**

Yes (X) No ( )

If yes, describe:

Auld & White has completed projects at Summerland Hall, Celestina and South Hampton.

10. **Has the Respondent previously performed work for at least one fire station worth at least Two Million Dollars (\$2,000,000.00)?**

Yes (X) No ( )

If yes, describe:

COJ Fire Station No. 61- \$3,474,240/ COJ Fire Station No. 26- \$2,131,577/ COJ Fire Station 40- \$3,133,749  
COJ Fire Station No. 62- \$2,297,270/ COJ Fire Station No. 73- \$3,502,839

11. **Has the Respondent company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes ( ) No (X)**

If yes, please describe each violation fine, and resolution \_\_\_\_\_

What is the Respondent's current worker compensation rating? \_\_\_\_\_

Has the Respondent experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes ( ) No ( )

If yes, please describe the incident: \_\_\_\_\_

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12. *Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes ( ) No (X)*

If so, state the name(s) of the compan(ies) \_\_\_\_\_

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The state(s) where barred or suspended \_\_\_\_\_

State the period(s) of debarment or suspension \_\_\_\_\_

13. *Have you ever failed to complete any work awarded to you or had any contracts terminated before the work was completed? Yes ( ) No (X)*

If so, where and why? \_\_\_\_\_

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14. *Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes ( ) No (X)*

If so, state name of individual, other organization and reason therefore \_\_\_\_\_

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15. *Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ( ) No (X)*

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

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16. ***Within the past five (5) years, has the Respondent failed to complete a project within the scheduled contract time? Yes ( ) No (X)***

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

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17. ***List and describe any and all litigation, arbitration or claims filed against the Respondent or its affiliates or principals within the last five (5) years. For each instance, please describe the nature of the litigation, arbitration or claim, identify the case number and tribunal, describe the Respondent's role in the matter, and describe the status and/or resolution of the litigation. (Attach additional sheets if necessary.)***

Identify the Case # and Tribunal: Not applicable

Describe the Nature of the Action: \_\_\_\_\_

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Describe the Respondent's Role in the Action and Describe the Status and/or Resolution:

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**18. List any and all governmental enforcement actions (e.g., any action taken to impose fines, penalties, etc.) taken against the Respondent or its affiliates or principals in the last five (5) years. For each action, please describe the nature of the action, identify the case number and tribunal, describe the Respondent’s role in the matter, and describe the status and/or resolution of the matter. (Attach additional sheets if necessary.)**

Identify the Case # and Tribunal: Not applicable

Describe the Nature of the Action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY  
STATUS OF CONTRACTS ON HAND  
(Attach additional sheets if necessary)**

Company Name Auld & White Constructors, LLC

Date June 17, 2021

Furnish requested information about all of Respondent’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	RESPONDENT’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
City of Jacksonville, Jacksonville, FL. COJ MCC New Metal Shop - Preconstruction 60% Design	\$ 83,000	\$ 0	\$ 0	\$ 83,000	\$ 0	9/1/2022	-	9/1/2022
City of Jacksonville, Jacksonville, FL. COJ Fire Station No. 10 Addit. & Ren. - Precon 60% Design	\$ 130,000	\$ 0	\$ 0	\$ 130,000	\$ 0	8/1/2022	-	8/1/2022
City of Jacksonville, Jacksonville, FL-COJ JSO Firing Range Storage Building - 60% Design & Precon.	\$ 89,000	\$ 0	\$ 0	\$ 89,000	\$ 0	9/1/2022	-	9/1/2022
JEA, Southside Center Renovation-Pre-Con/60% Design	\$ 185,000	\$ 0	\$ 0	\$ 185,000	\$ 0	12/31/2022	-	12/31/2022
JEA Utility Training Center Ren. - Precon. / 60% Design	\$ 138,000	\$ 0	\$ 0	\$ 138,000	\$ 0	9/1/2022	-	9/1/2022
City of Jacksonville, Jacksonville, FL. Fire Station No. 4 Addition	\$ 750,000	\$ 0	\$ 0	\$ 750,000	\$ 0	2/1/2022	-	2/1/2022
Daytona School of the Blind, Daytona, FL, Campus Security Upgrades	\$ 292,000	\$ 0	\$ 0	\$ 292,000	\$ 0	9/27/2021	-	9/27/2021
Turner Construction Company, Jacksonville, FL, J&J Vision TAM 29 Renovation	\$ 297,000	\$ 0	\$ 0	\$ 90,000	\$ 0	8/16/2020	-	1/15/2021
Jacksonville Humane Society, Jacksonville, FL Humane Society Overnight Stay	\$ 355,000	\$ 0	\$ 0	\$ 157,000	\$ 0	6/26/2021	-	6/26/2011
<b>Subtotal Uncompleted Work</b>				\$ 1,914,000	\$			
<b>Total Uncompleted Work on Hand</b>				\$ Continued on next page				

**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY  
STATUS OF CONTRACTS ON HAND  
(Attach additional sheets if necessary)**

Company Name Auld & White Constructors, LLC

Date June 17, 2021

Furnish requested information about all of Respondent’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	RESPONDENT’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
JM Family Enterprises Inc., Jacksonville, FL SET Final Wash Renovation	\$ 419,000	\$ 0	\$ 0	\$ 295,000	\$ 0	6/24/2021	-	6/24/2021
Mayo Clinic Florida, Jacksonville, FL Mayo Stabile North Advanced Care at Home Expansion	\$ 487,000	\$ 0	\$ 0	\$ 479,000	\$ 0	7/23/2021	-	7/23/2021
Dickerson Design Build, Jacksonville, FL Carespot Urgent Care Eagle Harbor	\$ 509,000	\$ 0	\$ 0	\$ 382,000	\$ 0	7/18/2021	-	7/18/2021
Strategic Education Inc., Jacksonville, FL Strayer University - Jacksonville Campus	\$ 521,000	\$ 0	\$ 0	\$ 521,000	\$ 0	9/28/2021	-	9/28/2021
Baptist Health Properties Inc. - Baptist Medical Center, Jacksonville, FL BMCS MRI Replacement & Minor Renovations C&A #5774	\$ 522,000	\$ 0	\$ 0	\$ 199,000	\$ 0	6/8/2021	-	6/8/2021
Danone North America, Jacksonville, FL Danone Administration Roof Replacement	\$ 538,000	\$ 0	\$ 0	\$ 538,000	\$ 0	10/21/2021	-	10/21/2021
Mayo Clinic Florida, Jacksonville FL Mayo Clinic - Tower Restrooms & Breakroom Renovation	\$ 631,000	\$ 0	\$ 0	\$ 101,000	\$ 0	4/27/2020	-	4/27/2020
Mayo Clinic Florida, Jacksonville FL Mayo Stabile 3N Administration Touchdown Suite	\$ 726,000	\$ 0	\$ 0	\$ 577,000	\$ 0	7/8/2021	-	7/8/2021
City of Jacksonville, Jacksonville, FL. COJ JSO Tactical R&D Center	\$ 869,000	\$ 0	\$ 0	\$ 825,000	\$ 0	11/21/2021	-	11/21/2021
<b>Subtotal Uncompleted Work</b>				\$ 3,917,000	\$			
<b>Total Uncompleted Work on Hand</b>				\$ Continued on next page				



**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY  
STATUS OF CONTRACTS ON HAND  
(Attach additional sheets if necessary)**

Company Name Auld & White Constructors, LLC

Date June 17, 2021

Furnish requested information about all of Respondent's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	RESPONDENT'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
121 Financial Credit Union, Jacksonville, FL Financial Headquarters Storefront Replacement	\$ 980,000	\$ 0	\$ 0	\$ 749,000	\$ 0	7/18/2021	-	7/18/2021
Baptist Medical Center, Jacksonville FL, IR Procedure Suite Renovation C&A #6026	\$ 1,105,000	\$ 0	\$ 0	\$ 171,000	\$ 0	7/02/2021	-	7/02/2021
Danone North America, Jacksonville, FL Area A and C Roof Project	\$ 1,238,000	\$ 0	\$ 0	\$ 761,000	\$ 0	8/17/2021	-	8/17/2021
Danone North America, Jacksonville, FL Sterile Tank 203.204 Replacement	\$ 1,420,000	\$ 0	\$ 0	\$ 437,000	\$ 0	3/20/2021	-	3/20/2021
95 Arch Partners LLC, Jacksonville, FL Dennis & Ives Phase 1 Office Building	\$ 1,640,000	\$ 0	\$ 0	\$ 15,000	\$ 0	4/13/2021	-	4/13/2021
Memorial Hospital, Jacksonville, FL Memorial Atlantic Women's Health Center	\$ 1,847,000	\$ 0	\$ 0	\$ 1,462,000	\$ 0	8/25/2021	-	8/25/2021
The ARC of the St. Johns Inc. St. Augustine, FL The Arc of St. Johns Adult Education Building	\$ 2,116,000	\$ 0	\$ 0	\$ 488,000	\$ 0	5/14/2021	-	5/21/2021
GuideWell, St. Petersburg, FL Emergency MD	\$ 2,484,000	\$ 0	\$ 0	\$ 2,075,000	\$ 0	11/12/2021	-	11/12/2021
Bishop Kenny High School Inc., Jacksonville, FL, Building 100 Renovation	\$ 2,490,000	\$ 0	\$ 0	\$ 1,974,000	\$ 0	7/26/2020	-	7/26/2020
<b>Subtotal Uncompleted Work</b>				\$ 8,132,000	\$			
<b>Total Uncompleted Work on Hand</b>				\$ Continued on next page				

**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY  
STATUS OF CONTRACTS ON HAND  
(Attach additional sheets if necessary)**

Company Name Auld & White Constructors, LLC

Date June 17, 2021

Furnish requested information about all of Respondent’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	RESPONDENT’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
Guidewell, Kissimmee, FL, Emergency MD	\$ 2,502,000	\$ 0	\$ 0	\$ 1,891,000	\$ 0	9/6/2021	-	9/6/2021
Johnson & Johnson Vision Care Inc., Jacksonville, FL, J&J Vision Phase 2 Reroof	\$ 2,827,000	\$ 0	\$ 0	\$ 1,668,000	\$ 0	12/15/2021	-	12/15/2021
GuideWell, Tampa FL., Emergency Ed	\$ 3,067,000	\$ 0	\$ 0	\$ 199,000	\$ 0	1/17/2021	-	3/12/2021
City of Jacksonville, Jacksonville, FL., COJ Mayport Community Center	\$ 3,283,000	\$ 0	\$ 0	\$ 3,126,000	\$ 0	1/26/2022	-	1/26/2022
GuideWell, Largo FL., Emergency MD	\$ 3,348,000	\$ 0	\$ 0	\$ 181,000	\$ 0	1/1/2021	-	4/7/2021
Palm Valley Vet Clinic, Ponte Vedra FL., Veterinary Center	\$ 3,551,000	\$ 0	\$ 0	\$ 2,055,000	\$ 0	8/9/2021	-	8/9/2021
Brian Putzke, St. Augustine, FL., Putzke Farm Riding Ring	\$ 3,839,000	\$ 0	\$ 0	\$ 3,503,000	\$ 0	3/3/2022	-	3/3/2022
City of Jacksonville, Jacksonville, FL., Fire Station No. 74 E-Town	\$ 4,100,000	\$ 0	\$ 0	\$ 4,100,000	\$ 0	4/19/2022	-	4/19/2022
Gate Petroleum Company, Jacksonville, FL., Gate C Store #1234 - San Pablo	\$ 4,150,000	\$ 0	\$ 0	\$ 2,952,000	\$ 0	10/11/2021	-	10/11/2021
<b>Subtotal Uncompleted Work</b>				\$ 19,675,000	\$			
<b>Total Uncompleted Work on Hand</b>				\$ Continued on next page				

**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY  
STATUS OF CONTRACTS ON HAND  
(Attach additional sheets if necessary)**

Company Name Auld & White Constructors, LLC

Date June 17, 2021

Furnish requested information about all of Respondent’s active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	RESPONDENT’S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
Kenworth of Jacksonville, Jacksonville, FL.,	\$ 6,475,000	\$ 0	\$ 0	\$ 1,853,000	\$ 0	9/26/2021	-	9/26/2021
K9s For Warriors, St. Johns, FL., Mega Kennels	\$ 7,775,000	\$ 0	\$ 0	\$ 7,440,000	\$ 0	3/22/2022	-	3/22/2022
The Diocese of St. Augustine, Jacksonville Beach, FL., St. Paul’s Catholic Church New Sanctuary	\$ 8,333,000	\$ 0	\$ 0	\$ 1,824,000	\$ 0	3/16/2021	-	3/16/2021
Orange Park Medical Center, Orange Park, FL., MOB	\$ 8,663,000	\$ 0	\$ 0	\$ 7,059,000	\$ 0	1/9/2022	-	1/9/2022
Greenpointe Communities LLC – Three Rivers CDD, Yulee, FL., Tributary Amenity Center and Entry Feature	\$ 8,764,000	\$ 0	\$ 0	\$ 7,301,000	\$ 0	4/23/2022	-	4/23/2022
Campus Towers Apartments LLLP, Jacksonville, FL., Apartment Renovation	\$ 15,509,000	\$ 0	\$ 0	\$ 2,063,000	\$ 0	7/6/2021	-	7/6/2021
Centennial Towers LTD., Jacksonville, FL., Renovation	\$ 15,782,000	\$ 0	\$ 0	\$ 9,778,000	\$ 0	4/27/2022	-	4/27/2022
Pablo Hamlet LLLP a Florida Limited Partnership, Jacksonville Beach, FL., Renovations and New Building	\$ 16,374,000	\$ 0	\$ 0	\$ 14,344,000	\$ 0	7/5/2022	-	7/5/2022
	\$	\$	\$	\$	\$			
<b>Subtotal Uncompleted Work</b>				\$ 51,662,000	\$			
<b>Total Uncompleted Work on Hand</b>				\$ 85,300,000				

**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY  
PROJECTS RESPONDENT COMPLETED IN THE LAST TWO YEARS  
(Attach additional sheets if necessary)**

Company Name Auld & White Constructors, LLC

Date June 17, 2021

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Respondent’s annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB <sup>1</sup>	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION <sup>2</sup>	NAME & PHONE NUMBER OF OWNER’S REPRESENTATIVE ON THIS PROJECT <sup>3</sup>
Guidewell Emergency MD - Largo, FL	\$3,347,811	Prime	Tenant Improvement	2020-2021	Guidewell- Jacksonville, FL.	Candace Causey 904.905.0399
Guidewell Emergency Ed - North Tampa, FL.	\$3,066,520	Prime	Tenant Improvement	2020-2021	Guidewell- Jacksonville, FL.	Candace Causey 904.905.0399
Sawgrass Country Club Clubhouse Facilities- Ponte Vedra Beach, FL.	\$20,850,000	Prime	New Construction	2019-2021	Sawgrass Country Club Inc.- Ponte Vedra, FL.	CW Cook 904.273.3710
Guidewell Emergency MD - East Tampa, FL.	\$2,987,631	Prime	Tenant Improvement	2020-2020	Guidewell- Jacksonville, FL.	Candace Causey 904.905.0399
1st Coast Cargo Office & Warehouse Facility- Jacksonville, FL.	\$8,118,604	Prime	New Construction	2019-2020	RKB Investment Group-Jacksonville, FL.	Matthew Loux 904.328.5700
Baptist South Lobby Renovations- Jacksonville, FL.	\$5,009,729	Prime	Renovation	2020-2020	Baptist Medical Center-Jacksonville, FL.	Kimberly Hansen 904.202.2844
JEA Westside Service Center Office Renovations-Jacksonville, FL.	\$4,67,7891	Prime	Renovation	2020-2020	Jacksonville Electric Authority-Jacksonville, FL.	Jennifer Bacmeister 904.665.4656
CDR + Jeep Pickettville -Jacksonville, FL.	\$10,301,600	Prime	New Construction	2019-2020	TT of Pickettville Inc.-West Palm Beach, FL.	Nick Berndt 561.655.8900
Christ Episcopal Phase II - Formations Building- Ponte Vedra Beach, FL.	\$5,438,954	Prime	New Construction	2019-2020	Christ Episcopal Church- Ponte Vedra Beach FL.	Gabriel Bove 904.219.9095
Gate Carwash No. 7011 - County Rd 210- St. Johns, FL.	\$2,28,6810	Prime	New Construction	2019-2020	BFC Property Holdings Inc.-Jacksonville, FL.	Brian Nix 904.448.7035
City of Jacksonville Fire Station No. 61- Jacksonville, FL.	\$3,474,240	Prime	New Construction	2019-2020	City of Jacksonville- Jacksonville, FL.	Daryl Weinstein 904.255.8925
North Florida School of Special Education- Jacksonville, FL.	\$4,847,719	Prime	New Construction	2019-2019	North Florida School of Special Education Inc.-Jacksonville, FL.	Kim Namey 904.724.8323

<sup>1</sup> ‘Prime or Sub’ should indicate whether Respondent performed the work as a prime contractor or as a subcontractor.

<sup>2</sup> ‘Owner Name/ Location’ should indicate the Owner of the project if the Respondent performed the work as a prime contractor or the general contractor if the Respondent performed the work as a subcontractor.

<sup>3</sup> ‘Name & Phone Number of Owner’s Representative on this Project’ should list a reference from the business entity listed in the previous column familiar with Respondent’s contract performance.

**RESPONSE FORM, PART 3 – (C) EXPERIENCE & CAPACITY  
PROJECTS RESPONDENT COMPLETED IN THE LAST TWO YEARS  
(Attach additional sheets if necessary)**

Company Name Auld & White Constructors, LLC

Date June 17, 2021

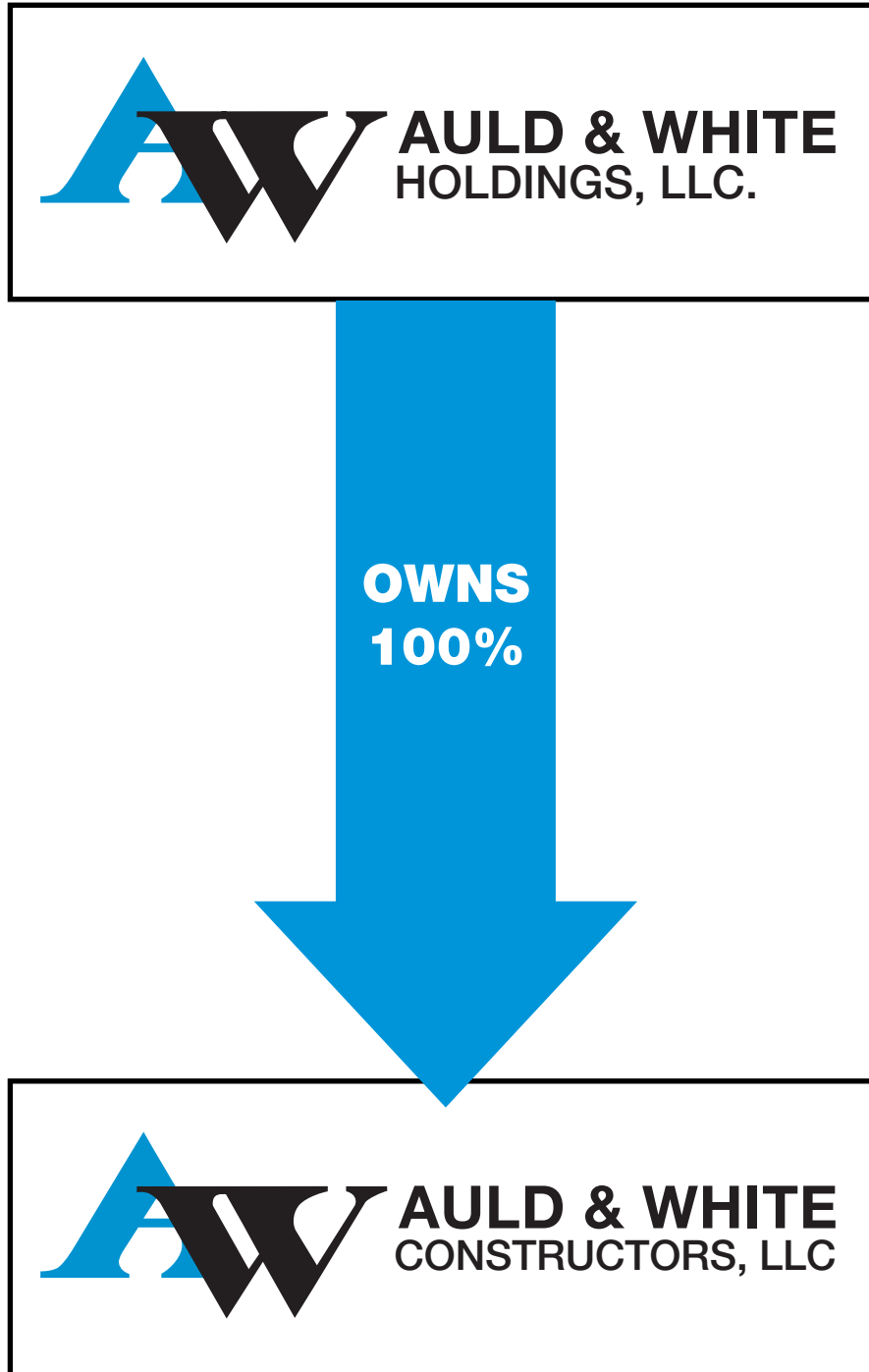
List all projects completed in the last two years for which the contract value individually exceeded 3% of the Respondent’s annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB <sup>1</sup>	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION <sup>2</sup>	NAME & PHONE NUMBER OF OWNER’S REPRESENTATIVE ON THIS PROJECT <sup>3</sup>
American Cancer Society Hope Lodge at Mayo Clinic- Jacksonville, FL	\$6,618,949	Prime	New Construction	2018-2019	Mayo Clinic Florida- Jacksonville, FL.	Richard Foster 904.953.9856
Tinseltown Plaza Retail Buildings-Jacksonville, FL.	\$2,254,489	Prime	New Construction	2018-2019	Tinseltown Plaza LLC- Jacksonville, FL.	Jennifer Ferguson 904.398.7330
911 Back-Up Call Center- Jacksonville, FL.	\$4,032,674	Prime	New Construction	2018-2019	City of Jacksonville- Jacksonville, FL.	Ron Stine 904.255.8716

<sup>1</sup> ‘Prime or Sub’ should indicate whether Respondent performed the work as a prime contractor or as a subcontractor.  
<sup>2</sup> ‘Owner Name/ Location’ should indicate the Owner of the project if the Respondent performed the work as a prime contractor or the general contractor if the Respondent performed the work as a subcontractor.  
<sup>3</sup> ‘Name & Phone Number of Owner’s Representative on this Project’ should list a reference from the business entity listed in the previous column familiar with Respondent’s contract performance.



**OWNERSHIP STRUCTURE (QUESTION 01)**





COMPANY STANDING (QUESTION 02)

Delaware

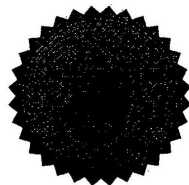
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AULD & WHITE CONSTRUCTORS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AULD & WHITE CONSTRUCTORS, LLC" WAS FORMED ON THE TWENTY-FOURTH DAY OF OCTOBER, A.D. 2005.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

4052369 8300

050961488

AUTHENTICATION: 4322655

DATE: 11-28-05



COMPANY STANDING (QUESTION 02)

# State of Florida Department of State

I certify from the records of this office that AULD & WHITE CONSTRUCTORS, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on December 7, 2005.

The document number of this limited liability company is M05000006726.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on January 29, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-ninth day of January,  
2021*



*Ronald R. DeSantis*  
Secretary of State

Tracking Number: 5413843679CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# F. RESPONSE FORM

## THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### LICENSURE (QUESTION 03)

Ron DeSantis, Governor Halsey Beshears, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**


THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MARTY, NATHANIEL T**  
AULD & WHITE CONSTRUCTORS, LLC  
4168 SOUTHPOINT PARKWAY SUITE 101  
JACKSONVILLE FL 32216

**LICENSE NUMBER: CGC1527343**

**EXPIRATION DATE: AUGUST 31, 2022**

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Ron DeSantis, Governor Halsey Beshears, Secretary

**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**


THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WHITE, EDWARD W JR**  
AULD & WHITE CONSTRUCTORS LLC  
4168 SOUTHPOINT PARKWAY #101  
JACKSONVILLE FL 32216

**LICENSE NUMBER: CGC025000**

**EXPIRATION DATE: AUGUST 31, 2022**

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# F. RESPONSE FORM


## THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### LICENSURE (QUESTION 03)

Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES




**AULD, STEVEN W**  
AULD & WHITE CONSTRUCTORS LLC  
4168 SOUTHPOINT PKWY STE 101  
JACKSONVILLE FL 32216

**LICENSE NUMBER: CGC012462**

**EXPIRATION DATE: AUGUST 31, 2022**

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# F. RESPONSE FORM

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## CERTIFICATE OF INSURANCE (QUESTION 04)



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Harden 501 Riverside Avenue, Suite 1000 Jacksonville FL 32202		<b>CONTACT NAME:</b> Jeremy Blanton <b>PHONE (A/C, No, Ext):</b> 904-354-3785 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jblanton@hardeninsight.com	
<b>INSURED</b> Auld & White Constructors, LLC 4168 Southpoint Parkway Suite 101 Jacksonville FL 32216		AULD&WH-01	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> The Travelers Indemnity Company Of America	
		<b>INSURER B:</b> Travelers Casualty & Surety Company of America	
		<b>INSURER C:</b> The North River Insurance	
		<b>INSURER D:</b> Travelers Property Casualty Company Of America	
		<b>INSURER E:</b> Indian Harbor Insurance Co	
		<b>INSURER F:</b> Bridgefield Casualty Ins Co	

**COVERAGES**

**CERTIFICATE NUMBER:** 1403290298

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CO - 1R155989 - TIA	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810 - 1R153241 - TIA	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP - 1R157307 - TIL 5228077194	9/1/2020 9/1/2020	9/1/2021 9/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			196-52080	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D B E	Leased/Rented Equipment 3rd Party Crime Pollution			QT 630 1R818255-TIL-20 107309527 CEO7421176	9/1/2020 9/1/2020 9/16/2020	9/1/2021 9/1/2021 9/1/2021	Per Occ: \$1,000,000 200,000 1,000,000 Agg: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



**G.**

## RELATED EXPERIENCE

## G. RELATED EXPERIENCE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



Auld & White Constructors has a successful track record of delivering similar projects in Duval, Clay, Nassau and St. Johns' counties.

In this section, we have included detailed project information on projects completed, or in progress, by Auld & White in the last five years.

- City of Jacksonville, Fire Station No. 61
- City of Jacksonville, Fire Station No. 73
- City of Jacksonville, 911 Back-Up Call Center
- Deerwood Country Club Entrance Enhancements
- Gate Store 1217 - Belfort Renovation
- San Jose Country Club Renovation
- Camp I Am Special Aquatic Center
- Autobahn Kitchen & Bar Renovation
- Patriot Oaks Academy Dining Addition
- Baptist South Renovations

### Projects Completed in Nassau County

Heartland Dental, Wildlight	Wildlight Retail Building
Memorial United Methodist Church Sanctuary Renovation	St. Michael Catholic Church Renovation & Addition
Solantic Yulee Build-out	Solantic Yulee
Fernandina Boys & Girls Club	Council on Aging Nassau County, Phase I
Burger King Restaurant	Seamark Ranch Picnic Pavilion & Toilet Rooms
P.E.T. - CT 1st Coast Oncology	Amelia Community Theatre
First Coast Community Bank - Amelia Concourse	SunTrust Amelia
Gate Store No. 1214	Wells Fargo Amelia Concourse
SunTrust Yulee	Wells Fargo Five Points
Boys & Girls Club of Nassau County	

## G. RELATED EXPERIENCE

### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT



#### PROJECTS WHICH BEGAN IN THE LAST FIVE YEARS AND EXCEED TWO MILLION DOLLARS

Project Name & Location	AWC Responsibility	Owner's Representative	Architect's Representative	Size	Cost	Status / Completion Date	Key Professionals
Pablo Hamlet Renovations and New Building, Jacksonville Beach, FL	Construction Management	Charlene Mayo, (904)271-5207, mayo@pablohamlet.com	Joey Rivera, (904) 353-5900, jrivera@g4designinc.com	85,687	\$16,373,700	Estimated, 07/05/2022	Justin Maryak, James Klepzig, Joseph Pafford, Jeff Dokken, Anthony Alessandrini, Steven Floyd, Christopher Rutherford, Shane Kemp
Centennial Towers Renovation, Jacksonville, FL	Construction Management	Dwayne Alexander, (904) 260-3030, dalexander@vestcor.com	Jack Braxtan, (904) 353-5900, jbraxtan@g4designinc.com	176,150	\$15,781,551	Estimated, 04/27/2022	Justin Maryak, James Klepzig, Lee Borders, Anthony Rummel, Anthony Alessandrini, Kenneth Weiss, Matthew Linde
Tributary Amenity Center and Entry Feature, St. Augustine, FL	Construction Management	Gregg Kern, (904) 323-7732, gkern@greenpointllc.com	Donny Podany, (904) 296-8066, DPodany@elmpln.com	10,524	\$8,763,928	Estimated, 04/23/2022	Steven Auld, James Durkin, Michael Osborne, Norman Wilkinson, Rocco Stefanell, Timothy Hagerty, Ed Rogers, Christopher Rutherford, Kevin Duett
K9's for Warriors Mega Kennels, St. Johns, FL	Negotiated	Jason Snodgrass, (904) 234-8722, jason@k9sforwarriors.org	Scott Brady, (904) 241-9997, sbrady@enbarchitects.com	16,635	\$7,775,183	Estimated, 03/22/2022	Jared Vincent, Nathaniel Marty, Micah Barth, Timothy Hagerty
Orange Park Medical Center (OPMC) New MOB, Orange Park, FL	Construction Management	Bryan Davis, (904)574-2182, bryan.davis@hcahealthcare.com	Doug Gibson, (407) 926-3000, dgibson@bakerbarrios.com	66,384	\$8,663,238	Estimated, 01/09/2022	Edward White Jr., Justin Maryak, Joshua Barth, Jason Taylor, Nikolas Hogan, Steven Floyd
J&J Vision Phase 2 Reroof, Jacksonville, FL	Negotiated	Steve Black, (904) 443-1054, SBlack1@ITS.JNJ.com	Samantha Ramos, (352) 672-6448, sramos@walker-arch.com	50,000	\$2,826,700	Estimated, 12/15/2021	William Tyson, David Auld, William Greenlee, Christopher Staffey, Matthew Ruble, Ronald Ouellette, Scott Cheney
Guidewell Emergency MD - St. Petersburg, St. Petersburg, FL	Design / Build	Anne-Marie Schimenti, (904) 905-3315, anne-marie.schimenti@bcbsfl.com	Alicia McKenzie, (239) 476-8888, AliciaM@wearestudioplus.com	7,494	\$2,484,050	Estimated, 11/12/2021	Justin Maryak, Matthew Teele, James Durkin, Norman Wilkinson, Alan Wagner
Gate C Store #1234 - San Pablo, Jacksonville, FL	Bid	Brian Nix, (904) 448-7035, bnix@gatepetro.com	Mike Koppenhafer, (904) 367-0077, kope@fkaid.com	6,544	\$4,149,526	Estimated, 10/11/2021	Steven Auld, Kyle Webb, Gerald Gribbin, Norman Wilkinson, Mark Roy
Kenworth of Jacksonville, Jacksonville, FL	Negotiated	David Butler, (904)739-2296, dbutler@kwjax.com	Arjeta Boshti, (904) 241-9997, aboshti@enbarchitects.com	56,940	\$6,474,800	Estimated, 09/26/2021	Justin Maryak, Joshua Barth, Christopher Staffey, William Duke, Timothy Lanahan, Shane Kemp, Nikolas Hogan, Norman Wilkinson, Steven Floyd
Guidewell Emergency MD - Kissimmee, Kissimmee, FL	Design / Build	Anne-Marie Schimenti, (904) 905-3315, anne-marie.schimenti@bcbsfl.com	Alicia McKenzie, (239) 476-8888, AliciaM@wearestudioplus.com	7,520	\$2,501,500	Estimated, 09/06/2021	Justin Maryak, Matthew Teele, James Durkin, John Richards, Alan Wagner
Palm Valley Veterinary Center, Ponte Vedra Beach, FL	Negotiated	Paul Mack, (904)400-3131, pvbvet@gmail.com	Kevin Connors, (904) 484-8659, Kevin@cdgarc.com	9,733	\$3,550,930	Estimated, 08/09/2021	Justin Maryak, Micah Barth, Mark Mers, Michael Brown
Campus Towers Apartment Renovation, Jacksonville, FL	Construction Management	Gwen Collins, (904) 354-7301, campustowersmgr@gpm.net	Scott Brady, (904) 241-9997, sbrady@enbarchitects.com	115,702	\$15,508,502	Estimated, 07/06/2021	Justin Maryak, Matthew Lanahan, James Klepzig, Blake Oliver, Brett Blanchard, Ronald Ouellette, Willie Muller, Kenneth Weiss, Matthew Snyder, Matthew Linde
The Arc of St. Johns Adult Education Building, St. Augustine, FL	Negotiated	Kathy Jackson, (904)824-7249, kjackson@arcsj.org	Christopher Kaye, (904) 224-0001, kayec@pqh.com	6,359	\$2,115,688	Completed, 5/21/2021	Joshua Barth, Kierstin Beaumont, Christopher Staffey, Michael Osborne, Nikolas Hogan
Guidewell Emergency MD - Palm Harbor (Perkins), Palm Harbor, FL	Design / Build	Anne-Marie Schimenti, (904) 905-3315, anne-marie.schimenti@bcbsfl.com	Alicia McKenzie, (239) 476-8888, AliciaM@wearestudioplus.com	6,317	\$2,854,496	Completed, 5/7/2021	Justin Maryak, Matthew Teele, James Durkin, John Richards, Ed Rogers, Alan Wagner, Andrew Ade, Norman Wilkinson, Mark Roy

## G. RELATED EXPERIENCE

### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT



#### PROJECTS WHICH BEGAN IN THE LAST FIVE YEARS AND EXCEED TWO MILLION DOLLARS

Project Name & Location	AWC Responsibility	Owner's Representative	Architect's Representative	Size	Cost	Status / Completion Date	Key Professionals
Gate C-Store #1217 Belfort Renovation, Jacksonville, FL	Negotiated	Brian Nix, (904) 448-7035, bnix@gatepetro.com	Mike Koppenhafer, (904) 367-0077, kope@fkaid.com	6,311	\$2,089,604	Completed, 5/5/2021	Steven Auld, Kyle Webb, Ed Rogers, Gerald Gribbin, Joshua Scully, Kyle Jenkins
Guidewell Emergency MD - Largo (Missouri Ave), Largo, FL	Design / Build	Anne-Marie Schimenti, (904) 905-3315, anne-marie.schimenti@bcbsfl.com	Alicia McKenzie, (239) 476-8888, AliciaM@wearestudioplus.com	8,083	\$3,347,811	Completed, 4/7/2021	Justin Maryak, Matthew Teele, Ed Rogers, Alan Wagner, Andrew Ade, Michael Brown, Norman Wilkinson, Mark Roy, Shane Kemp
St. Paul's Catholic Church New Sanctuary, Jacksonville Beach, FL	Negotiated	Wayne Carlisle, (904) 398-7545, wcarlisle@stpaulsjaxbeach.org	Ronald Scalisi, (904) 998-8860, ron.scalisi@rsajax.com	20,966	\$8,333,018	Completed, 03/16/2021	Edward White Jr., James Durkin, John Richards, Joshua Scully, Rick White, Rocco Stefanell, Christopher Rutherford, Kevin Duett, Alan Wagner, Andrew Ade, Anthony Alessandrini, Cameron Brewer, Glenroy Matthew
Guidewell Emergency Ed - North Tampa (Pier 1 Location), Tampa, FL	Design / Build	Anne-Marie Schimenti, (904) 905-3315, anne-marie.schimenti@bcbsfl.com	Alicia McKenzie, (239) 476-8888, AliciaM@wearestudioplus.com	9,333	\$3,066,520	Completed, 3/12/2021	Justin Maryak, Matthew Teele, James Durkin, Ed Rogers, Timothy Hagerty, Christopher Rutherford, Mark Roy, Norman Wilkinson, Alan Wagner, Andrew Ade
Sawgrass Country Club Clubhouse Facilities, Ponte Vedra Beach, FL	Construction Management	CW Cook, (904) 273-3710, cwcook@sawgrasscountryclub.com	Gary Abbey, (904) 247-1733, abbeycivil@comcast.net	67,118	\$20,850,000	Completed, 1/8/2021	Nathaniel Marty, Kyle Webb, Brett Nansen, Dennis Rollins, Ed Rogers, Jacquleen Rayhorn, Jason Taylor, Adam Vella, Andrew Ade, Glenroy Matthew, Nikolas Hogan, Norman Oglesby, Norman Wilkinson, Steven Floyd, Christopher Rutherford, Patrick Donlan
Guidewell Emergency MD - East Tampa (E. Fletcher), Tampa, FL	Design / Build	Anne-Marie Schimenti, (904) 905-3315, anne-marie.schimenti@bcbsfl.com	Alicia McKenzie, (239) 476-8888, AliciaM@wearestudioplus.com	9,438	\$2,987,631	Completed, 12/30/2020	Justin Maryak, James Durkin, Rick White, Lee Borders, Norman Wilkinson, Alan Wagner, Andrew Ade, Christopher Rutherford, Mark Roy
Guidewell Emergency MD - Central Tampa, (Stadium Center) Tampa, FL	Design / Build	Anne-Marie Schimenti, (904) 905-3315, anne-marie.schimenti@bcbsfl.com	Alicia McKenzie, (239) 476-8888, AliciaM@wearestudioplus.com	7,500	\$2,502,062	Completed, 12/21/2020	Justin Maryak, James Durkin, Rick White, Robert Ouellette, Timothy Hagerty, Christopher Rutherford, Mark Roy, Michael Brown, Norman Wilkinson, Alan Wagner, Andrew Ade
US Xpress Maintenance Warehouse, Jacksonville, FL	Negotiated	Nick Lemm, 423-510-3419, nlemm@usxpress.com	Scott Brady, (904) 241-9997, sbrady@enbarchitects.com	N/A	\$2,850,476	Completed, 9/23/2020	William Tyson, James Klepzig, Norman Oglesby, Ed Rogers, Gerald Gribbin, Cameron Brewer, David Roberson, Ronald Ouellette, Matthew Schiebel Jr., Matthew Ruble
Baptist Medical Center - South, 7C Med Surgery Unit Build-Out, Jacksonville, FL	Bid	Kimberly Hansen, (904) 202-2844, kimberly.hansen@bmcjax.com	Stephan Gartman, (904) 332-6699, stephan.gartman@greshamsmith.com	9,260	\$2,512,094	Completed, 9/16/2020	Justin Maryak, Joshua Barth, Joseph Pafford, Philip Debile, Christopher Rutherford, Mark Roy, Matthew Snyder, Norman Wilkinson
1st Coast Cargo Office & Warehouse Facility, Jacksonville, FL	Bid	Matthew Loux, (904) 328-5700, mloux@1stcoastcargo.com	Ronald Scalisi, (904) 998-8860, ron.scalisi@rsajax.com	91,922	\$8,118,604	Completed, 9/8/2020	Justin Maryak, Joshua Barth, William Duke, Christopher Rutherford, Patrick Donlan, Mark Roy, Steven Floyd
Baptist Medical Center - South, Lobby Renovations, Jacksonville, FL	Bid	Kimberly Hansen, (904) 202-2844, kimberly.hansen@bmcjax.com	Larry Leman, (904) 332-6699, larry_leman@gspnet.com	24,565	\$5,009,729	Completed, 9/4/2020	Justin Maryak, Matthew Lanahan, Philip Debile, Steven Molitor, Willie Muller, Brett Blanchard, Perry Frederick, Matthew Snyder, Matthew Linde

## G. RELATED EXPERIENCE

### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT



#### PROJECTS WHICH BEGAN IN THE LAST FIVE YEARS AND EXCEED TWO MILLION DOLLARS

Project Name & Location	AWC Responsibility	Owner's Representative	Architect's Representative	Size	Cost	Status / Completion Date	Key Professionals
CFCU Headquarters Expansion - Renovation, Jacksonville, FL	Negotiated	Sam Inman, (904) 354-8537, sami@c1cufl.org	LeJon Smith, (904) 798-8333, lejons@ttvarch.com	28,000	\$2,317,652	Completed, 8/6/2020	William Tyson, Kyle Webb, Lee Borders, Robert Ouellette, Ed Rogers, Jacquleen Rayhorn, Matthew Linde, Matthew Ruble
JEA Westside Service Center Office Renovations, Jacksonville, FL	Construction Management	Jennifer Stokes, (904) 665-4656, stokjl@jea.com	Scott Brady, (904) 241-9997, sbrady@enbarchitects.com	N/A	\$4,677,891	Completed, 7/29/2020	Steven Auld, Kyle Webb, Timothy Hagerty, Rocco Stefanell, Christopher Rutherford, Matthew Linde, Glenroy Matthew, Kenneth Weiss
Bishop Kenny High School - Building 100 Renovation, Jacksonville, FL	Negotiated	Vincent Saladino, (904) 614-9006, saladinov@bishopkenny.net	Erik Kasper, (904) 683-9201, erik@kasperarch.com	27,101	\$2,333,776	Completed, 7/26/2020	William Tyson, David Auld, William Greenlee, Fritz Webb, Eugene Plitt, Matthew Ruble, Norman Oglesby, Ronald Ouellette
Peninsula Phase I - Selective Demolition & Hazard Relief, Jacksonville, FL	Construction Management	Ed Mims, (904)346-1946, wemims3@gmail.com	Francisco Matta, (407) 644-2656, fmatta@hhcp.com	N/A	\$2,609,526	Completed, 7/17/2020	Steven Auld, Joshua Barth, Michael Osborne, Norman Wilkinson, Matthew Linde
CDR + Jeep Pickettville, Jacksonville, FL	Bid	Mark Kerr, (813) 719-9000, markkerr@adgnow.com	Amit Vaswani, (904) 887-0255, AVaswani@dasherhurst.com	N/A	\$10,301,600	Completed, 7/14/2020	Justin Maryak, James Durkin, John Fortin, Joseph Pafford, David Ebright, Steven Molitor, Charles Broughton, Christopher Rutherford, Kenneth Weiss, Matthew Linde, Ronald Ouellette, Eugene Plitt, Alan Wagner, Cameron Brewer, John Richards
Christ Episcopal Phase II - Formations Building, Ponte Vedra Beach, FL	Construction Management	Gabriel Bove, (904) 219-9095, Gabe@Bovecompany.com	Jeni Lassley, (904) 296-8066, jlassley@elmpln.com	28,254	\$5,438,954	Completed, 5/7/2020	Justin Maryak, Brett Nansen, Gerald Gribbin, Jacquleen Rayhorn, Anthony Alessandrini, Matthew Linde, Matthew Ruble, Michael Howard, Michael Dykes, Nikolas Hogan, Steven Floyd, Christopher Rutherford
Genpact - Jacksonville at Southpoint, Jacksonville, FL	Negotiated	Stephen Selman, (217)519-6421, stephen.selman@genpact.com	Joshua Metzger, (214) 273-1500, Joshua_Metzger@Gensler.com	129,000	\$4,998,213	Completed, 03/31/2020	Steven Auld, William Tyson, William Greenlee, David Auld, Dennis Jorgensen
City of Jacksonville Fire Station No. 61, Jacksonville, FL	Design / Build	Daryl Weinstein, (904) 255-8925, dweinstein@coj.net	Amit Vaswani, (904) 887-0255, AVaswani@dasherhurst.com	9,343	\$3,474,240	Completed, 1/29/2020	Steven Auld, James Durkin, Joseph Pafford, Henry Turner, Jacquleen Rayhorn, Michael Osborne, William Duke, Christopher Rutherford, Norman Wilkinson, Kenneth Weiss, Matthew Snyder
DMA RFE Armory Renovation Phase II, St. Augustine, FL	Construction Management	Kimberly Spain, (904) 823-0269, Kimberly.a.spain2.nfg@mail.mil	Tom Norman, (904) 241-9997, tnorman@enbarchitects.com	55,895	\$8,374,545	Completed, 01/22/2020	Nathaniel Marty, James Durkin, Rick White, Andrew Ade, Glenroy Matthew, John Richards, Kenneth Weiss, Michael Brown
San Jose Country Club Renovation - Phase IA, Jacksonville, FL	Negotiated	Pate Foshee, (904) 238-8663, pfoshee@bellsouth.net	Elenna Smith, 972.253.3583, esmith@chambersusa.com	21,373	\$2,710,760	Completed, 1/9/2020	Justin Maryak, James Durkin, Anthony Rummel, Lee Borders, Norman Wilkinson, Christopher Rutherford, Willie Muller, Kenneth Weiss
Baptist Medical Center - South, Pediatric Emergency Department Addition, Jacksonville, FL	Negotiated	Kimberly Hansen, (904) 202-2844, kimberly.hansen@bmcjax.com	Emily Haynes, (904) 332-6699, Emily.haynes@greshamsmith.com	4,977	\$4,415,079	Completed, 12/31/2019	Justin Maryak, Matthew Lanahan, Philip Debile, William Duke, Blake Oliver, Brett Blanchard, Laurence Serra, Matthew Snyder, Willie Muller, Norman Wilkinson
North Florida School of Special Education, Jacksonville, FL	Bid	Bert Brown, (904) 724-8323, bert@meadowsinc.us	Frank Ringhofer, (904) 642-8990, ringhoferf@pqh.com	33,870	\$4,847,719	Completed, 11/19/2019	Justin Maryak, Kyle Webb, Joshua Scully, Alan Wagner, Christopher Rutherford



## G. RELATED EXPERIENCE

### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT



#### PROJECTS WHICH BEGAN IN THE LAST FIVE YEARS AND EXCEED TWO MILLION DOLLARS

Project Name & Location	AWC Responsibility	Owner's Representative	Architect's Representative	Size	Cost	Status / Completion Date	Key Professionals
American Cancer Society Hope Lodge at Mayo Clinic, Jacksonville, FL	Construction Management	Nicolas Laboy, (904) 953-1030, laboy.nicolas@mayo.edu	Daniel Clegg, (904) 396-4420, dclegg@jaycoxarchitects.com	33,200	\$6,618,949	Completed, 10/11/2019	Edward White Jr., Justin Maryak, Michael Osborne, Jacquleen Rayhorn, John Richards, Glenroy Matthew, Christopher Rutherford, Laurence Serra, Melissa Fagan
Tinseltown Plaza Retail Buildings, Jacksonville, FL	Negotiated	Jennifer Ferguson, (904) 300-3077, jennifer@triforceddevelopment.com	Jason Rivera, (904) 683-9201, JRivera@KasperArch.com	N/A	\$2,254,489	Completed, 8/14/2019	Nathaniel Marty, Joshua Barth, Mark Mers, Clinton Cassidy, Jacquleen Rayhorn, Robert Ouellette, Christopher Rutherford, Brett Blanchard
911 Back-Up Call Center, Jacksonville, FL	Design / Build	Ron Stine, (904) 255-8716, rstine@coj.net	Scott Brady, (904) 241-9997, sbrady@enbarchitects.com	13,297	\$4,032,674	Completed, 7/3/2019	Nathaniel Marty, James Durkin, Joseph Pafford, Alan Pye, Rocco Stefanell, Christopher Rutherford, Norman Wilkinson, David Auld, Kenneth Weiss
Mayo Gate Parkway 2nd Floor Shell Build-Out, Jacksonville, FL	Construction Management	Eric Lentz, (904) 953-8214, lentz.eric@mayo.edu	Leigh Gunn, (904) 353-5900, lgunn@g4designinc.com	14,100	\$2,184,891	Completed, 6/7/2019	Edward White Jr., Matthew Lanahan, Steven Molitor, Mark Jundt, Matthew Snyder, Kevin Raulerson, Laurence Serra, Willie Muller, Perry Frederick
Ace Hardware Mill Creek, St. Augustine, FL	Bid	Kyle Turner, (904) 273-1998, Kyle@TurnerAce.com	Nathan DeFoor, (904)367-0077, ndefoor@fkaid.com	19,724	\$3,840,366	Completed, 5/14/2019	Steven Auld, Kyle Webb, Anthony Rummel, Clinton Cassidy, Joseph Pafford, Matthew Kilgore, Michael Brown, Alan Wagner, Mark Mers
Fire Station No. 73 Cecil Field, Jacksonville, FL	Design / Build	Ron Stine, (904) 255-8716, rstine@coj.net	Scott Brady, (904) 241-9997, sbrady@enbarchitects.com	10,947	\$3,502,839	Completed, 5/10/2019	Nathaniel Marty, James Durkin, Joseph Pafford, Alan Pye, Lee Borders, Glenroy Matthew, Kenneth Weiss, Norman Wilkinson, Perry Frederick, Rocco Stefanell, Christopher Rutherford
Johnson Family YMCA Expansion, Jacksonville, FL	Construction Management	Irvin Cohen, (904) 265-1780, ICohen@fcymca.org	Daniel Heumann, (904) 279-2439, daniel.heumann@rsandh.com	3,510	\$2,444,228	Completed, 4/10/2019	Nathaniel Marty, Kyle Webb, Ed Rogers, Henry Turner, Joshua Scully, Robert Ouellette, Christopher Rutherford, Alan Wagner, Michael Dykes
Christ Episcopal Church Educational Center Renovation, Ponte Vedra Beach, FL	Construction Management	Kevin Richmond, (904) 285-6127, Kevin@christepiscopalchurch.org	Jeni Lassley, (904) 296-8066, jlassley@elmpln.com	12,913	\$2,047,478	Completed, 1/4/2019	Timothy Conlan, Brett Nansen, Gerald Gribbin, Stephen Hillyard, Blake Oliver, Anthony Alessandrini, Christopher Rutherford
UPS Feeder Lot Expansion - Orlando, Orlando, FL	Bid	Jose Costa, (407) 467-8758, jose@jcostagroup.com	N/A	N/A	\$5,407,358	Completed, 12/08/2018	Steven Auld, Andrew Ade, Norman Wilkinson, Michael Brown, Norman Oglesby
St Pauls Catholic School Gymnasium, Jacksonville, FL	Negotiated	Wayne Carlisle, (904) 398-7545, wcarlisle@stpaulsjaxbeach.org	Ronald Scalisi, (904) 998-8860, ron.scalisi@rsajax.com	13,819	\$3,375,504	Completed, 11/13/2018	Edward White Jr., James Durkin, Kyle Webb, Mark Mers, Clinton Cassidy, Joshua Scully, Timothy Hoover, Christopher Rutherford, John Richards, Eric Hickox
Baptist Clay Surgery Center Expansion, Fleming Island, FL	Bid	Ed Caines, (904) 386-3546, ed.caines@bmcjax.com	Alex Jordan, (407) 839-0886, ajordan@huntonbrady.com	N/A	\$5,617,475	Completed, 10/28/2018	Justin Maryak, Matthew Lanahan, Clinton Cassidy, Mark Jundt, Philip Debile, Steven Molitor, William Duke, Christopher Rutherford, Matthew Schiebel Jr., Laurence Serra, Norman Wilkinson, Perry Frederick
Lava Express Carwash - Merrill Road, Jacksonville, FL	Bid	Frank Bennett, fobennett@yahoo.com	Shane Moniz, (850) 878-8784, smoniz@connandassociates.com	5,765	\$2,134,315	Completed, 10/25/2018	Justin Maryak, Kevin Burke, Andrew Ade, Rocco Stefanell, Mark Mers, Matthew Kilgore, Norman Wilkinson, Christopher Rutherford

## G. RELATED EXPERIENCE

### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT



#### PROJECTS WHICH BEGAN IN THE LAST FIVE YEARS AND EXCEED TWO MILLION DOLLARS

Project Name & Location	AWC Responsibility	Owner's Representative	Architect's Representative	Size	Cost	Status / Completion Date	Key Professionals
Genpact Southpoint Tenant Improvements, Jacksonville, FL	Negotiated	Stephen Selman, (217)519-6421, stephen.selman@genpact.com	N/A	129,000	\$5,461,840	Completed, 10/15/2018	Nathaniel Marty, William Tyson, Joseph Pafford, David Auld, Christopher Rutherford
UPS Parcel "B" Pavement Expansion - Orlando, Orlando, FL	Bid	Jose Costa, (407) 467-8758, jose@jcostagroup.com	N/A	N/A	\$3,256,451	Completed, 09/11/2018	Steven Auld, Andrew Ade, Norman Wilkinson, Michael Brown, Norman Oglesby
Baptist South MOB III Core & Shell, Jacksonville, FL	Negotiated	Terry Parker, (904) 202-4011, terry.parker@bmcjax.com	Erik Higgins, (904) 332-6699, erik.higgins@greshamsmith.com	100,000	\$11,761,865	Completed, 8/30/2018	Timothy Conlan, Justin Maryak, Robert Burnett, Rocco Stefanell, Steven Molitor, Blake Oliver, Jerry Martin, Jason Taylor, John Richards, Christopher Rutherford, Matthew Schiebel Jr., Matthew Snyder
FSDB Gore Hall Renovations St. Augustine, FL	Construction Management	Joe Bruce, (904) 827-2369, brucem@fsdb.k12.fl.us	Tom Norman, (904) 241-9997, tnorman@enbarchitects.com	N/A	\$5,149,372	Completed, 07/31/2018	Nathaniel Marty, Robert Burnett, Justin Maryak, Rocco Stefanell, Timothy Hagerty, William Duke, Melissa Fagan, Eric Hickox
Gate Store No. 1421 - Osceola Jacksonville Beach, FL	Negotiated	Brian Nix, (904) 448-7035, bnix@gatepetro.com	Rick Batoon, (904) 241-9997, rbatoon@enbarchitects.com	6,540	\$3,255,875	Completed, 07/31/2018	Timothy Conlan, Kyle Webb, Gerald Gribbin, Joshua Scully
Packaging Corporation of America Loading Area Enclosure, Jacksonville, FL	Bid	Rick Williamson, (731) 689-1250, rwilliamson@packagingcorp.com	N/A	11,084	\$3,161,100	Completed, 07/31/2018	Steven Auld, George Goodrich
Gate Express Wash - Beach & Hodges, Jacksonville, FL	Bid	Brian Nix, (904) 448-7035, bnix@gatepetro.com	Chris Belyea, (904) 296-8066, cbelyea@elmpln.com	5,101	\$2,032,241	Completed, 7/20/2018	Timothy Conlan, Ed Rogers, John Richards
Circle K Store N. 9833 - Beach Blvd., Jacksonville, FL	Bid	Sam Godfrey, (813) 910-5367, sgodfrey@circlek.com	Ernest Campos, (847) 788-9200, ecampos@greenbergfarrow.com	4,968	\$2,270,756	Completed, 5/25/2018	Timothy Conlan, Henry Turner, James Graham, Joseph Pafford, Joshua Scully, Mark Jundt, Matthew Ruble, Norman Wilkinson, Christopher Rutherford
Mayo Central Utility Plant B Expansion, Jacksonville, FL	Construction Management	Eric Lentz, (904) 953-8214, lentz.eric@mayo.edu	Rick Harrison, (404) 873-2300, rick.harrison@perkinswill.com	11,326	\$2,056,634	Completed, 5/3/2018	Edward White Jr., Matthew Lanahan, Robert Morris, Joshua Scully, Mark Mers, Matthew Schiebel Jr., John Richards, Michael Brown
Community Hospice New Office Building & Thrift Store, St. Augustine, FL	Bid	Peter Glenn, (904) 407-6229, pglenn@communityhospice.com	Mike Koppenhafer, (904) 367-0077, kope@fkaid.com	16,550	\$2,435,565	Completed, 04/07/2018	James Cheatwood, Matthew Lanahan, Patrick Thompson, Mark Mers, Ed Rogers
Mayo Clinic Radiochemistry Lab., Jacksonville, FL	Construction Management	Eric Lentz, (904) 953-8214, lentz.eric@mayo.edu	Bryon Joyce, (480) 471-8267, BJoyce@archsolteam.com	N/A	\$5,035,288	Completed, 03/26/2018	Edward White Jr., Justin Maryak, Robert Burnett, Mark Mers, Michael Brown, Kevin Raulerson, Charles Broughton
CSX Headquarters 15th Floor Renovations, Jacksonville, FL	Negotiated	Monroe Clemmons, (904) 359-1021, Monroe_Clemmons@csx.com	N/A	20,070	\$3,410,569	Completed, 12/29/2017	Nathaniel Marty, Brett Nansen, Patrick Thompson, Stephen Hillyard, Timothy Hoover, Christopher Rutherford, Eugene Plitt, Anthony Alessandrini
Formativ Office Renovation Phase II III and IV, Jacksonville, FL	Negotiated	June Scarlet, (631) 414-5304, JScarlet@northwell.edu	Andrew Tobias, (904) 332-6699, andrew.tobias@greshamsmith.com	N/A	\$2,138,604	Completed, 12/11/2017	Nathaniel Marty, Brett Nansen, Henry Turner, Robert Ouellette
RaceTrac Freedom Crossing Store No. 1195, Jacksonville, FL	Bid	Melissa Long, 770-431-7600, mlong@racetrac.com	N/A	5,411	\$2,306,711	Completed, 11/15/2017	Timothy Conlan, Brett Nansen, Henry Turner, James Durkin, Jerry Martin, Matthew Snyder, Norman Oglesby, Timothy Hoover, David Roberson, Eugene Plitt

## G. RELATED EXPERIENCE

### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT



#### PROJECTS WHICH BEGAN IN THE LAST FIVE YEARS AND EXCEED TWO MILLION DOLLARS

Project Name & Location	AWC Responsibility	Owner's Representative	Architect's Representative	Size	Cost	Status / Completion Date	Key Professionals
Guardian Catholic School, Jacksonville, FL	Design / Build	Dianne Rumschlag, (904) 765-6522, sr.dianne.rumschlag@holyrosaryschooljax.org	Tom Norman, (904) 241-9997, tnorman@enbarchitects.com	6,469	\$7,079,584	Completed, 09/24/2017	Edward White Jr., Justin Maryak, Robert Burnett, Rocco Stefanell, Mark Mers, Jason Taylor, Anthony Rummel, Charles Broughton, Eric Hickox, Eugene Plitt, John Richards, Kevin Raulerson, Norman Wilkinson, Christopher Rutherford
DMA Robert Ensslin Armory Renovation, St. Augustine, FL	Construction Management	Krystal Sheeley, (904) 823-0287, krystal.r.sheeley.nfg@mail.mil	Tom Norman, (904) 241-9997, tnorman@enbarchitects.com	22,495	\$3,743,720	Completed, 08/26/2017	Nathaniel Marty, James Durkin, Kevin Burke, Robert Burnett, Stephen Hillyard, Rick White, Matthew Ruble, Timothy Hoover
121 Financial Headquarters Renovation, Jacksonville, FL	Negotiated	Joe Byous, (904)723-6397, jbyous@121fcu.org	Mary Couch, (904) 332-6699, mary.couch@greshamsmith.com	23,644	\$2,713,329	Completed, 7/27/2017	Nathaniel Marty, Brett Nansen, Robert Ouellette, Timothy Hagerty, Christopher Rutherford, Matthew Ruble, Anthony Alessandrini
Memorial United Methodist Church Sanctuary Renovation, Fernandina Beach, FL	Bid	Eric Lawrence, (904) 430-3957, ericlawrencearchitect@gmail.com	Jose Miranda, (904) 261-4586, jmiranda@mirandaarchitects.com	11,848	\$2,104,410	Completed, 6/17/2017	Timothy Conlan, Andrew Ade, Gerald Gribbin, David Auld, Joseph Pafford, Robert Ouellette, Robert Morris, Timothy Hoover, Norman Wilkinson, David Roberson

## G. RELATED EXPERIENCE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## CITY OF JACKSONVILLE, FIRE STATION NO. 61

### DESCRIPTION

Auld & White Constructors and Dasher Hurst Architects completed the design-build of Fire Station No. 61 for the City of Jacksonville and Jacksonville Fire & Rescue Department. The new station, serving the Oakleaf and Argyle Forest communities, includes a three-bay apparatus garage with vehicle exhaust, dispatch room, kitchen and dining room, day room, and bunk room.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Design-Build / General Contractor
<b>Client Reference</b>	City of Jacksonville Daryl Weinstein, 904.255.8925, dweinstein@coj.net
<b>Architect Reference</b>	Dasher Hurst Architects, P.A. Tom Hurst, 904.425.1190, thurst@dasherhurst.com
<b>Size of Project</b>	9,343 sq. ft.
<b>Construction Cost</b>	\$3,474,240
<b>Project Status / Estimated Completion Date</b>	Complete / January 2020
<b>Key Professionals</b>	<b>Steven Auld, Eric Hickox, Jared Vincent, James Durkin, Joseph Pafford,</b> Norman Wilkinson, Kenneth Weiss, Matthew Snyder

## G. RELATED EXPERIENCE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## CITY OF JACKSONVILLE, FIRE STATION NO. 73

### DESCRIPTION

The City of Jacksonville Fire Station #73 was a design-build project with Auld & White Constructors and Ebert Norman Brady for the Jacksonville Fire & Rescue Department. The fire station is approximately 11,500 SF and includes a four-bay apparatus garage, dispatch room, day room, kitchen and dining room, outdoor cover patio, bunk room for ten fire & rescue personnel, counseling/study room, fitness room, lockers room, and a bunker gear room.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Design-Build / General Contractor
<b>Client Reference</b>	City of Jacksonville Ron Stine, 904.255.8716, rstine@coj.net
<b>Architect Reference</b>	Ebert Norman Brady Architects Scott Brady, 904.241.9997, sbrady@enbarchitects.com
<b>Size of Project</b>	10,947 sq. ft.
<b>Construction Cost</b>	\$3,502,800
<b>Project Status / Estimated Completion Date</b>	Complete / May 2019
<b>Key Professionals</b>	Nathaniel Marty, <b>Eric Hickox</b> , <b>Jared Vincent</b> , <b>James Durkin</b> , <b>Joseph Pafford</b> , David Auld, Kenneth Weiss

## G. RELATED EXPERIENCE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### CITY OF JACKSONVILLE, 911 BACK-UP CALL CENTER

#### DESCRIPTION

In conjunction with the completion of Fire Station 73 on an adjacent site, Auld & White Constructors completed a 911 Backup Call Center for City of Jacksonville. The building is approximately 13,956 SF and includes a call center room with 48 workstations, offices for both the Jacksonville Fire and Rescue Department and Jacksonville Sheriff's Office, a multi-purpose room for training, quiet room, IT office, and a break room with outdoor covered patio.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Design-Build / General Contractor
<b>Client Reference</b>	City of Jacksonville Ron Stine, 904.255.8716, rstine@coj.net
<b>Architect Reference</b>	Ebert Norman Brady Architects Scott Brady, 904.241.9997, sbrady@enbarchitects.com
<b>Size of Project</b>	13,297 sq. ft.
<b>Construction Cost</b>	\$4,032,674
<b>Project Status / Estimated Completion Date</b>	Complete / July 2019
<b>Key Professionals</b>	Nathaniel Marty, <b>Eric Hickox</b> , <b>Jared Vincent</b> , <b>James Durkin</b> , <b>Joseph Pafford</b> , David Auld, Kenneth Weiss

## G. RELATED EXPERIENCE

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## DEERWOOD COUNTRY CLUB ENTRANCE RENOVATION

### DESCRIPTION

Auld & White Constructors renovated the entrance at the Southside Boulevard entrance of the Deerwood Country Club. The project scope included a new gatehouse, entry walls and paving updates. The member-owned Deerwood Country Club is a gated community, and while security of a new entry is a key feature to a quiet and safe community, the Deerwood Improvement Association (DIA) also wanted to ensure that the renovations appealed aesthetically to the high standards of the members to one of Florida's oldest country clubs.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Bid / General Contractor
<b>Client Reference</b>	Deerwood Improvement Association Kimberly Hamm, 904.641.6100, khamm@deerwoodclub.com
<b>Architect Reference</b>	PQH Group Jose Perez, 904.224.0001, perezj@pqh.com
<b>Size of Project</b>	270 sq. ft.
<b>Construction Cost</b>	\$604,890
<b>Project Status / Estimated Completion Date</b>	Complete / September 2017
<b>Key Professionals</b>	Tim Conlan, <b>Jared Vincent</b> , <b>Gerald Gribbin</b> , Christopher Rutherford

## G. RELATED EXPERIENCE

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### GATE STORE 1217, BELFORT ROAD RENOVATION

#### DESCRIPTION

Auld & White Constructors was retained by Gate Petroleum to renovate its existing store at Belfort Road in Jacksonville, Florida. The renovation included updates to the fuel station and convenience store which features food and beverage areas offering in-store sandwiches, salads, doughnuts, hot roller grill foods and a frozen yogurt station. Work on the project was strategically phased, so the popular store could remain open during its renovation.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Negotiated / General Contractor
<b>Client Reference</b>	Gate Petroleum Company Brian Nix, 904.448.7035, bnix@gatepetro.com
<b>Architect Reference</b>	Fisher/Koppenhafer, Mike Koppenhafer, 904.367.0077, kope@fkaid.com
<b>Size of Project</b>	6,311 sq. ft.
<b>Construction Cost</b>	\$2,089,604
<b>Project Status / Estimated Completion Date</b>	Complete / May 2021
<b>Key Professionals</b>	<b>Steven Auld</b> , Kyle Webb, <b>Gerald Gribbin</b> , Kyle Jenkins



## G. RELATED EXPERIENCE

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### SAN JOSE COUNTRY CLUB RENOVATION

#### DESCRIPTION

Auld & White Constructors completed a second renovation of the historic San Jose Country Club. The project scope for the existing two-story country club included the demolition and renovation of the casual and flex dining rooms, kitchen, ballroom, and the St. Augustine and San Jose Rooms. The project also included minor improvements to the existing courtyards and the addition of a trellis at the front of the building. All work was completed while the club remained operational.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Negotiated / General Contractor
<b>Client Reference</b>	San Jose Country Club Rocky Staples, 904.733.2020, rocky.staples@sjccjax.com
<b>Architect Reference</b>	Chambers CCI Elenna Smith, 972.253.3583, esmith@chambersusa.com
<b>Size of Project</b>	21,400 sq. ft.
<b>Construction Cost</b>	\$2,710,760
<b>Project Status / Estimated Completion Date</b>	Complete / January 2020
<b>Key Professionals</b>	Justin Maryak, <b>Eric Hickox</b> , <b>Jared Vincent</b> , <b>James Durkin</b> , Lee Borders, Anthony Rummel, Willie Muller, Kenneth Weiss

## G. RELATED EXPERIENCE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## CAMP I AM SPECIAL AQUATIC CENTER

### DESCRIPTION

Located near the banks of the St. Johns River in Fruit Cove, Florida, Auld & White Constructors constructed the Camp I Am Special Aquatic Center for Catholic Charities of Jacksonville. The center's features include an ADA compliant pool with zero entry ramp, a handicap-accessible restroom, and storage building, a covered activity pavilion. Sensory features include bubblers and deck spray jets. Additionally, social steps were added to help campers develop their social skills and grow in independence. Finally, extra safety rails were incorporated to maximize safety and accessibility and to allow the children, teenagers, and adults with intellectual and developmental differences to have an enjoyable summer camp experience.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Negotiated / General Contractor
<b>Client Reference</b>	Catholic Charities Matt Schmitt, 904.224.0067, mschmitt@ccbjax.org
<b>Architect Reference</b>	PQH Group Danny Strickland 904.224.0023, stricklandd@pqh.com
<b>Size of Project</b>	N/A
<b>Construction Cost</b>	\$768,950
<b>Project Status / Estimated Completion Date</b>	Complete / January 2018
<b>Key Professionals</b>	Edward White Jr., <b>Steven Auld</b> , <b>Gerald Gribbin</b> , James Graham, Bob Ouellette, Stephen Hillyard, David Roberson

## G. RELATED EXPERIENCE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## AUTOBAHN KITCHEN & BAR RENOVATION

### DESCRIPTION

Auld & White Constructors was retained by Autobahn Indoor Speedway & Events to make renovations to their existing space. To add to the customer experience of this racing-themed entertainment destination, AWC renovated about 14,000 sq. ft. of space in the northwest part of the building which includes a conference room and break room into an 112 seat dining area, private dining, 26 seat bar and kitchen. The project was phased so the existing business could remain operational during construction.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Negotiated / General Contractor
<b>Client Reference</b>	Autobahn Indoor Speedway Jacksonville, LLC, Bill Harris, 205.617.0929, Bill.Harris@AutobahnSpeed.com
<b>Architect Reference</b>	EMPAD Architecture & Design Abdias Thermidor, 727.570.9506, abdiast@empad.net
<b>Size of Project</b>	8,746 sq. ft.
<b>Construction Cost</b>	\$1,323,900
<b>Project Status / Estimated Completion Date</b>	Complete / November 2019
<b>Key Professionals</b>	Justin Maryak, <b>Eric Hickox</b> , <b>Jared Vincent</b> , Joshua Barth, William Duke, Christopher Rutherford, Anthony Alessandrini

## G. RELATED EXPERIENCE

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## PATRIOT OAKS ACADEMY DINING ADDITION

### DESCRIPTION

As part of Auld & White Constructors Continuing Services Contract with the St. Johns County School District (SJCSD), our team completed a dining room expansion at Patriot Oaks Academy. The 2,179 sq. ft. addition and minor renovations to the existing dining room included minor modifications resulting in decreased cost and increased usable floor space.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Construction Management at Risk / General Contractor
<b>Client Reference</b>	St. Johns County School Board Danielle Mughabghab 904.547.8159, Danielle. Mughabghab@stjohns.k12.fl.us
<b>Architect Reference</b>	Bhide & Hall Architects, P.A., Bob McVeigh, 904.264.1919, bmcveigh@bhide-hall.com
<b>Size of Project</b>	2,179 sq. ft.
<b>Construction Cost</b>	\$543,660
<b>Project Status / Estimated Completion Date</b>	Complete / July 2018
<b>Key Professionals</b>	Tim Conlan, <b>Eric Hickox</b> , <b>Jared Vincent</b> , Tim Hagerty, David Auld, Kenneth Weiss

## G. RELATED EXPERIENCE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## BAPTIST SOUTH RENOVATIONS

### DESCRIPTION

Auld & White Constructors modernized multiple spaces at Baptist Medical Center's South Campus to elevate this first-class facility and provide a superior patient experience. Updates included the addition of a Starbucks, an upgraded dining area, and a top-notch kitchen offering a wide variety of healthy food options. Additionally, the main entrance and lobby corridor were upgraded with new floors and finishes to produce a favorable first impression of the main artery of this busy hospital. Because the lobby / entry space can set the tone for patients and visitors, it was important to be designed to be a clean, well-lit and welcoming space. The result were serene new spaces, with resort-like amenities, that set the stage for a positive hospital stay.

<b>Project Location</b>	Jacksonville, FL
<b>Project Delivery Method / Responsibility</b>	Bid/ General Contractor
<b>Client Reference</b>	Baptist Medical Center Kimberly Hansen, 904.202.2844, kimberly.hansen@bmcjax.com
<b>Architect Reference</b>	Gresham Smith Larry Leman, 904.332.6699, larry.leman@greshamsmith.com
<b>Size of Project</b>	24,565 sq. ft.
<b>Construction Cost</b>	\$5,009,700
<b>Project Status / Estimated Completion Date</b>	Complete / September 2020
<b>Key Professionals</b>	Justin Maryak, <b>Eric Hickox</b> , <b>Jared Vincent</b> , Matthew Lanahan, Johnny Debile

CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



**H.**

## PRE-CONSTRUCTION STAFF

# H. PROPOSED STAFF

## THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### A. TOTAL NUMBER OF FIRM'S PERSONNEL

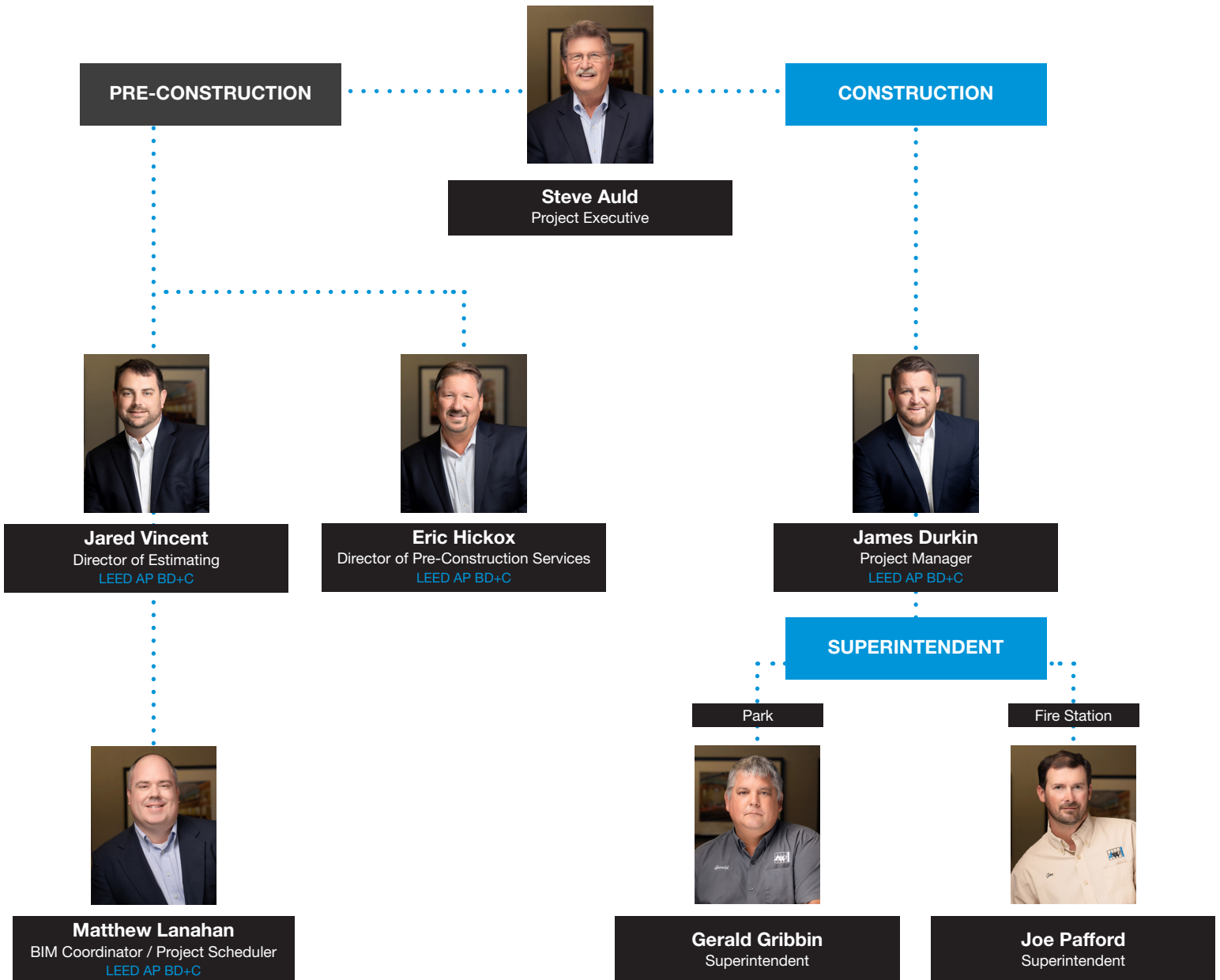
Corporate Office Location - 4168 Southpoint Parkway, Suite 101, Jacksonville, FL 32216

Jacksonville 135 Employees\*

By Skill Group

Project Managers	9	Asst. Project Managers	6
Estimators	2	Pre-Construction Services	3
Superintendents / Asst. Superintendents	27	Other Field Personnel	60

\* NOTE: Total Staff includes Executives, Marketing & Business Development, Accounting, Human Resources, Admin. Staff





# STEVEN AULD

## PROJECT EXECUTIVE

### EXPERIENCE

44 Years

**34 years with AWC**

### EDUCATION

University of Florida,  
*Bachelor in  
Building Construction*

### REGISTRATIONS / AFFILIATIONS

FL General Contractor -  
CGC012462;

NEFBA Apprenticeship Program;  
Building Codes Adjustment Board  
(BCAB), City of Jacksonville;  
American Red Cross Volunteer  
Life Saving Corp; UNF-Building  
Construction Program  
Advisory Board; Northeast FL  
Safety Council

## INVOLVEMENT WITH THREE RIVERS C.D.D. PROJECTS

Pre-Construction  
**10% of his time**

Construction  
**20% of his time**

Steven is responsible for management of all construction operations and obtaining successful performance at project and company levels. Specific responsibilities include working with each Project Manager on receiving bids, awarding subcontracts for all major work, handling client relations including correspondence, reports, monthly payments and securing owner's acceptance at project completion. Steven is well versed in the Design-Build delivery method, Construction Management at Risk and Construction Management Continuing Agreement Contracts. With over 40 years of experience, he has worked on projects that range from \$100,000 to \$30 million.

### RELEVANT PROJECT EXPERIENCE

- Bartram Walk Building C, D& E, St. Johns County, FL
- Bishop Kenny Batting Cage
- Camp I Am Special Aquatic Center
- City of Jacksonville Fire Station No. 4 Addition
- City of Jacksonville Fire Station 40 Marine Boat Lift
- City of Jacksonville Fire Station No. 61
- City of Jacksonville Fire Station No. 74 E-Town *In Progress*
- COJ Mayport Community Center
- Ervin Lovett & Miller Studio
- Fernandina Boys & Girls Club
- Gate C Store #1234 - San Pablo
- Gate Carwash No. 7011 - County Rd 210
- Gate C-Store #1217 Belfort Renovation
- Gate Store 209 Pooler
- Genpact - Jacksonville at Southpoint
- Green Cove Springs Public Works Administration Building
- Jax Chamber Renovation
- Kendall Town Hardscape, Jacksonville, FL
- Ponte Vedra Inn & Club, Racquet Club, Ponte Vedra Beach, FL
- Ponte Vedra Spa-Bartram Walk, St. Johns County, FL
- Putzke Farm Riding Ring
- Renovation Southgate Shopping Center
- Summerland Hall @ Sweetwater
- The Club JAX at Jacksonville International Airport
- Tributary Amenity Center and Entry Feature
- Turner Home Marsh Landing - New Storefront
- United Rentals Yard Paving
- UPS Jacksonville Pavement Expansion
- UPS Parcel "B" Pavement Expansion - Orlando Florida



**AULD & WHITE  
CONSTRUCTORS**





# ERIC HICKOX

LEED® AP B+C

**DIRECTOR OF  
PRE-CONSTRUCTION**

## EXPERIENCE

27 Years

14 years with AWC

## EDUCATION

Florida A & M University,  
*B.S. Construction  
Engineering;*  
*B.A. Architecture*

## REGISTRATIONS / AFFILIATIONS

LEED® Accredited Professional,  
B+C; Roebuck & Associates  
Construction Management  
Training; OSHA Certification for  
Safety & Health; Water Intrusion  
and Mold Protection Seminar;  
Autodesk Navisworks;  
First Aid / CPR Certified;  
U.S.G.B.C., North Florida Chapter;  
A.G.C.; National Honor Society  
for Architecture

## INVOLVEMENT WITH THREE RIVERS C.D.D. PROJECTS

Pre-Construction  
**25% of his time**

Eric is responsible for managing and directing all design phase services including scheduling, milestone budget estimates, value engineering, constructability reviews and value management. His experience includes project management, scheduling, subcontract negotiation and pre-construction services. Eric's practical experience includes construction methods of wood frame, masonry, tilt-up, structural steel and precast concrete. He has myriad experience with most building archetypes.

## RELEVANT PROJECT EXPERIENCE

- Amelia Community Theatre
- Boys & Girls Club, NFL YET Center Expansion
- Brooks Health  
The Green House® Residences
- Celestina Amenity Center, Gate House & Pool, St. Johns
- City of Jacksonville Animal Care & Protective Services *LEED Gold*
- City of Jacksonville Fire Station No. 40 *LEED Certified*
- City of Jacksonville Fire Station No. 61
- City of Jacksonville Fire Station No. 62 *LEED Certified*
- City of Jacksonville Fire Station No. 73 & 911 Back-up Call Center *LEED Certified*
- Community Hospice Center for Caring, Ascension Riverside
- Darnell-Cookman Middle / High School Renovation
- Florida School for the Deaf & the Blind Gore Hall Renovation
- Good News Church, St. Augustine
- Guardian Catholic Schools Expansion & Addition
- Jacksonville Humane Society Animal Shelter
- JAX Chamber Renovation
- Mayo Clinic Central Utility Plant "B" Expansion
- Mayo Clinic Primary Care Center at Hampton Village *LEED Certified*
- Moxie Kitchen + Cocktails
- North Florida of Special Education School
- Savannah Economic Development Authority Office, Savannah, GA
- Sawgrass Country Club Clubhouse Facility
- Technology Training Building *LEED Certified*
- The Learning Experience, St. Johns
- University of North Florida Bldg. 8 Renovation
- Westminster Services Senior Living Facility



**AULD & WHITE  
CONSTRUCTORS**



# JARED VINCENT

LEED® AP B+C

## DIRECTOR OF ESTIMATING

### EXPERIENCE

14 Years

10 years with **AWC**

### EDUCATION

University of Florida,  
*B.S. Construction  
Management*

### REGISTRATIONS

LEED Accredited Professional,  
Building Design + Construction;  
OSHA 30

### AFFILIATIONS

Associated Builders &  
Contractors,  
Florida First Coast Chapter  
Young Professionals

## INVOLVEMENT WITH THREE RIVERS C.D.D. PROJECTS

Pre-Construction  
**25% of his time**

Jared is responsible for the management and preparation of construction proposals and GMP. Specific responsibilities include directing quantity surveys, subcontractor solicitation, and preparation & submission of proposals. He prepares conceptual estimates and assists in project development of negotiated projects. Jared's experience as a superintendent, assistant project manager and project manager on a variety of project types contributes greatly to his estimating skills.

### RELEVANT PROJECT EXPERIENCE

- Agency for Persons with Disabilities
- Baptist Health - Clay Campus Outpatient Surgery Center
- Baptist Health MOB Dunn Primary Care
- Baptist Health - South Campus MOB III - Multiple Tenant Improvements
- Celestina Amenity Center, Gate House & Pool, St. Johns
- Christ Episcopal Church Formations Building
- Circle K Convenience Store - Beach Blvd.
- City of Jacksonville Fire Station No. 26 *LEED Certified*
- City of Jacksonville Fire Station No. 40 *LEED Certified*
- City of Jacksonville Fire Station No. 73 & 911 Back-up Center Cecil Field *LEED Certified*
- Coastal Vet Doggie Daycare
- Deerwood Country Club Entrance Renovations
- Duval County Public Schools Dinsmore Elementary School Addition
- Gate Petroleum Convenience Stores - Multiple Locations
- Good News Church, St. Augustine
- Heartland Dental at Wildlight
- Jacksonville Humane Society Animal Shelter
- JAX Chamber Renovation
- LionGate One Retail Building, St. Augustine
- Marywood Kelly Center Renovation, St. Johns
- Mill Creek Site Improvements, St. Augustine
- Prominence New Entry
- St. Johns County School District - Patriot Oaks & Switzerland Point Dining Additions
- The Peninsula Envelope Remediation at St. Johns Condominium Center
- Wildlight Retail Building
- Sawgrass Country Club Clubhouse Facilities



**AULD & WHITE  
CONSTRUCTORS**



# MATTHEW LANAHAN

LEED® AP B+C

**BIM COORDINATOR /  
PROJECT SCHEDULER**

## EXPERIENCE

16 Years

**10 years with AWC**

## EDUCATION

University of Florida,  
*B.S. Construction  
Management / Minor in  
Business Administration*

## REGISTRATIONS / TRAINING

LEED Accredited Professional,  
Building Design + Construction;  
CICTI Certified Healthcare  
Manager  
(CCHM); Navisworks;  
First Aid / CPR Certified

## INVOLVEMENT WITH THREE RIVERS C.D.D. PROJECTS

Pre-Construction  
**25% of his time**

Matthew is responsible for input and leadership during the pre-construction phase and project planning to include supporting early design review, coordination of BIM and clash detection, and conducting constructability analysis to contribute to project success. Additionally, he is instrumental in design prioritization and procurement efforts to support the overall project goals, overall project leadership during the construction phase, and the seamless turnover of the project to the owner and end-users.

## RELEVANT PROJECT EXPERIENCE

- Baptist Health - South Campus MOB III - Multiple Tenant Improvements
- Baptist Clay Surgery Center Expansion
- Baptist Health / Wolfson Children's Emergency Department Pediatric Expansion, South Campus
- Baptist Health COPS Renovation
- Baptist Health South Lobby Renovations
- Baptist Medical Center South Ultrasound Addition
- Community Hospice & Palliative Care Neviasser Lobby Finishes Upgrade
- Mayo Clinic 2nd Flr CT Consolidation
- Mayo Clinic Ambulatory Infusion Center, Waycross, GA
- Mayo Clinic BAP Lab - CSC Warehouse Build-Out
- Mayo Clinic Beaches Primary Care Renovation
- Mayo Clinic Birdsall 111, 214 & 314 Conference Room Upgrades
- Mayo Clinic Campus Support Center Expansion
- Mayo Clinic Cardiology Expansion
- Mayo Clinic Cell Processing Renovation
- Mayo Clinic Central Utility Plant "B" Expansion
- Mayo Clinic Davis 3N Exam Room Renovations
- Mayo Clinic Davis Administration Relocation Commissioning
- Mayo Clinic Gate Parkway 2nd Floor Shell Build-Out
- Mayo Clinic MP Equipment Replacement
- Mayo Clinic MRI Replacement Room 2-114S
- Mayo Clinic MRI Replacement Room 2-146S
- Mayo Clinic Paracentesis & Transport Area Relocation Mayo Clinic Radiology Renovation, Waycross, GA
- Mayo Clinic Regenerative Medicine
- Mayo Clinic Work Orders
- Memorial Hospital Physician Dining Renovation



**AULD & WHITE  
CONSTRUCTORS**

CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



I.

## CONSTRUCTION STAFF



# JAMES DURKIN

LEED® GREEN ASSOCIATE

## PROJECT MANAGER

### EXPERIENCE

11 Years

9 years with AWC

### EDUCATION

University of North Florida  
*B.S. Building Construction*

### REGISTRATIONS

National Home Builders  
Association; ACE Mentor  
Program;  
Auld & White Constructors'  
Manager-in-Training  
Program

## INVOLVEMENT WITH THREE RIVERS C.D.D. PROJECTS

Construction  
**30% of his time**

James is responsible for overall project leadership during the construction phase; procurement planning in support of a successful and on-time project completion; and the seamless turnover of the project to the owner and end-users. He has a wealth of experience in the new construction; and renovation and tenant improvements of retail stores, educational institutions and public agencies ranging in size up to \$60 Million.

## RELEVANT PROJECT EXPERIENCE

- Agency for Persons with Disabilities Renovation
- C2C Solutions 11th Floor at EverBank Center
- CareSpot Shell & Tenant Improvement, Middleburg
- CDR + Jeep Picketville
- Chase Bank King & Granada
- City of Jacksonville Fire Station No. 61
- City of Jacksonville Fire Station No. 62, *LEED® Certified*
- City of Jacksonville Fire Station No. 73 & 911 Back-Up Call Center, Cecil Field Design-Build
- Community First Credit Union Bartram Design-Build, *LEED® Silver*
- Community First Credit Union, Oakleaf
- EverBank Center 1st Floor Fitness & 4th Floor Core and Conference Renovations
- Executive Suites 14th Floor at EverBank Center
- Guidewell Emergency MDs, Tampa & Largo (Multiple Locations)
- Intuition Ale Works Building Improvements & Tenant Renovation
- JAX Chamber Landscape Improvements
- JPMorgan Chase Bank Race Track Road & Bartram Park Blvd.
- Moxie Kitchen + Cocktails
- Robert F. Ensslin, Jr. Armory Renovations, Ph. I & II
- Robert F. Ensslin, Jr. Generator Installation
- South Beach Shopping Center Facade Renovation
- St. Michael's Catholic Church Addition & Renovation
- St. Paul's Catholic Church New Sanctuary
- St. Paul's Catholic School Gymnasium, Jacksonville Beach
- Trader Joe's Shell Building
- University Medical Center, New Orleans, LA
- University of Florida Clinical Translational Research Building, Gainesville *LEED® Platinum*
- University of Miami Cox Neuroscience Building, Coral Gables
- UTC Rubber Grinding Booth



**AULD & WHITE  
CONSTRUCTORS**



# GERALD GRIBBIN

**SUPERINTENDENT**

## EXPERIENCE

31 Years

**26 years with AWC**

## CERTIFICATIONS / TRAINING

OSHA 10; Lull Certification;  
Confined Space;  
Scaffolding;  
Trenching & Excavation;  
First Aid / CPR Certified

INVOLVEMENT WITH  
**THREE RIVERS C.D.D.  
PROJECTS - PARK**

Construction  
**100% of his time**

Gerald is responsible for project construction. Specific responsibilities include coordination of trades and subcontractors, daily planning and scheduling, and assisting with the development of project construction methods and techniques. In addition, he is responsible for layout of work, day-to-day quality control and safety. He has a wide range of experience as a carpenter, foreman and superintendent. Project experience includes commercial, healthcare and institutional projects including hospitals, warehouses and churches.

## RELEVANT PROJECT EXPERIENCE

- Alltell Building
- Baptist / St. Vincent's Medical Center
- Baptist Medical Reedy Branch T.I.
- Bishop Kenny High School Entry Promenade
- Camp I Am Special Aquatic Center
- Christ Episcopal Church Educational Center Renovation
- Christ Episcopal Church, Ponte Vedra Beach
- Christ Episcopal Phase II - Formations Building
- Community Presbyterian Church Renovation
- Danone Downstream Packaging
- Deerwood Country Club Entrance Enhancements
- First Baptist Church of Jacksonville Beach Progress Hall Renovation
- Frito Lay, Salt Lake City, UT
- Gate C Store #1234 - San Pablo  
*In Progress*
- Gate C-Store #1217 Belfort Renovation
- Gate Store #1203, Monument Road
- Gate Store #1216, Bartram Village
- Gate Store No. 1421 - Osceola
- JM Family Westlake Support Services Bldg LEED Certified
- Kendall Town Hardscape
- Lockhead Martin Renovation
- Marriott Timeshare, Hilton Head, SC
- McDonald's EOTF Projects
- Meadors Construction Co. Office
- Moxie Kitchen + Cocktails
- Nations Bank, Ridgecrest Remodel
- Paxon High School Renovation & Addition
- Peoples First Community Bank
- Sawgrass Country Club Fitness Center
- St. Vincent's Outpatient Dialysis
- U.S. Filter
- Wachovia, Oakleaf
- Wolfson Children's Hospital



**AULD & WHITE  
CONSTRUCTORS**



# JOE

# PAFFORD

LEED® GREEN ASSOCIATE

**SUPERINTENDENT**

## EXPERIENCE

25 Years

16 years with AWC

## CERTIFICATIONS / TRAINING

National Center for Construction Education & Research (NCCER) Supervisor; LEED Green Associate; OSHA 10; Scaffolding; Trenching & Excavation; Confined Space; Hazardous Communication; Fall Protection; Stormwater Management Inspector; First Aid / CPR Certified

INVOLVEMENT WITH  
**THREE RIVERS C.D.D.  
PROJECTS - FIRE STATION**

Construction  
**100% of his time**

Joe is responsible for coordination of trades and subcontractors, daily planning and scheduling, and assisting with the development of project construction methods and techniques. In addition, he is responsible for layout of work, day-to-day quality control and safety. He has a wide range of experience as a carpenter, foreman, assistant superintendent and superintendent. Experience includes commercial and institutional renovations and remodeling projects. Joe is a graduate of the Associated General Contractors Superintendent Training Program.

## RELEVANT PROJECT EXPERIENCE

- 11113 San Jose Retail Center
- Al's Pizza, Baymeadows
- Bank of America, Bldg. 300, 5th Floor
- Beaches Area Historical Museum & History Center
- BMCS 7C Med Surgery Unit
- Circle K, Store N. 9833, Beach Blvd.
- City of Jacksonville Fire Station No. 61
- City of Jacksonville Fire Station No. 73 & 911 Back-Up Call Center, Cecil Field
- Community First Credit Union, Oakleaf Branch
- Community First Credit Union Bartram Design-Build, *LEED Silver*
- Community First Credit Union, UNF
- Drexel Heritage, St. Johns Town Center
- Fire Station No. 73 Cecil Field
- Gate Store No. 1223 East Baymeadows
- Hardage Giddens Funeral Home
- Holy Family Catholic Church Parish Hall & Office
- JIA Baggage Claim Ceiling Renovation
- Key Buick Facility Upgrades
- Martin Marietta Quality Control Building
- Memorial United Methodist Church Sanctuary Renovation
- Orange Park Medical Center Cath Lab Replacement
- Pablo Hamlet Renovations and New Building
- San Jose Retail Tenant Improvement
- T's Learning Center, Ponte Vedra
- United Healthcare Services Office Build-Out
- University of North Florida Founders Hall Renovation *LEED Silver*
- University of North Florida Robinson Theater Renovation
- Zaxby's, Oakleaf Plantation



**AULD & WHITE  
CONSTRUCTORS**

CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



J.

## PROJECT MANAGEMENT SERVICES





## WE ARE NOT JUST YOUR CONSTRUCTION MANAGER, WE ARE YOUR CONSTRUCTION PARTNER!

### Auld & White Constructors (AWC)

is **appreciative of the opportunity to continue a successful working relationship** with **Three Rivers Community Development District.**



**AWC has provided** Construction Management (CM) services for new construction of **a wide**

**variety of project types** in differing environments including institutional, industrial, healthcare, public, and commercial facilities **throughout Jacksonville and the surrounding seven county area.** We understand the cost investment that will be necessary to build Three Rivers Community Development District's future. **We challenge the market** by leveraging our local relationships to ensure our clients get the most efficient, cost-effective project possible. **We understand** that **speed and safety** of your projects are paramount, so we will coordinate amongst various subcontractors to make sure your projects stays on track, within budget, and completed per the schedule. Additionally, **we can self-perform** numerous components of your projects, which provides **a competitive advantage** of avoiding delays and adding expertise that is unmatched in the industry. Finally, we listen closely, communicate transparently - **and focus on adding maximum value to your investment.**

At Auld & White Constructors, we are:

- **North Florida's leading general contracting firm**
- **Known for a wide range of projects which have generated more than \$92M each year for the past three years**
- **Dedicated to building long-term relationships with clients; we've had some over 30 years**

**AWC is a process-driven company known for its accuracy and timeliness.** Our goal is to demonstrate an efficient flow of work without sacrificing quality. Our superintendents are entrusted with the authority it takes to run the job and we give them a full measure of administrative and technical support.

# J. PROJECT MANAGEMENT SERVICES

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



## CONSTRUCTION MANAGEMENT



For over 30 years, Auld & White Constructors (AWC) has provided clients with comprehensive construction management services. As your construction partner, **we** will **ensure** that all aspects of your projects and day-to-day jobsite activities adhere to the agreed upon **schedule, quality, and budget**. We maintain an open flow of communication with all stakeholders so that project objectives and timelines are being **safely, efficiently and consistently** met. **Prior to all major scopes of work, we will meet** with the corresponding trade subcontractors to **align on safety measures, installation procedures, testing, inspection and quality requirements**. The goal of these meetings is to confirm that the entire team including the subcontractors, major suppliers, the testing agency, inspectors, AWC's Superintendent and Project Manager, design team representatives and

the Owner, is aligned with a clear and consistent understanding of the expectations and requirement of your projects. **One of AWC's core values is accountability.**

We maintain positive working relationships with subcontractors/suppliers and establish a proactive mindset of accountable project execution, so **Three Rivers C.D.D.'s projects** are **delivered on time and on budget**. With the knowledge that each project is unique, the AWC team is also prepared to adapt as necessary to any challenges that may arise during the construction process. By incorporating our **proven construction expertise** combined with a concentrated focus on project goals, AWC will produce an efficient and effective flow of work without sacrificing quality. Our competence and experience result in your projects being completed at the highest level of quality, value, and safety.



## J. PROJECT MANAGEMENT SERVICES

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### TEAM INTEGRATION



Getting started on the right foot will be the key to project success. Therefore, AWC's leadership starts from the beginning to gather all project stakeholders at the same table in our "Team Integration" meeting to confirm all inter-relationship roles. One of the first agenda items includes the development of a communication and coordination plan. From this meeting, we will clearly define expectations and goals to ensure everyone moves forward as a unified team. Subsequent to this initial meeting, AWC will generate an Action Item List which will incorporate specific activities and responsibilities for each team member to successfully manage schedule, quality, and budget.

### VALUE FROM THE BEGINNING

AWC's pre-construction service and expertise is anything but common. Over the years, we've learned valuable lessons and identified successful practices along the way. We draw on this experience and continue to enhance our technologies and techniques to deliver the best in the industry from project conception.

The difference between a superior and an average pre-construction provider is how well they are engaged in the overall process. Any contractor can react to a design once it's drawn, but we proactively engage during the design process, to productively comment at the meeting table during the process, and propose alternative concepts to achieve project goals within budget and schedule. This mindset, of collaboration, sets AWC apart from others as we believe that a superior pre-construction process drives your projects in the right direction.

### OPEN BOOK APPROACH

At AWC, we strongly believe in a **transparent, "open book" approach where cost and other desired information pertaining to the project will be made available for review at any time.**

This type of communication and reporting eliminates "surprises" between the Owner, Design Team, and AWC. Managing conflicts of interest requires integrity and trust in a company's personnel and policy. AWC believes in our honest, effective approach to the entire process.

## J. PROJECT MANAGEMENT SERVICES

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### PRECISION PRE-CONSTRUCTION



**AWC believes that the greatest impact on cost is made during the pre-construction phase.** We provide accurate cost estimates at agreed-upon design milestones to allow Three Rivers C.D.D. to make good business decisions regarding project scope, building systems and finishes. Our Pre-construction Department delivers value with extensive constructability reviews, value enhancement recommendations and collaboration with design team members to ensure Three Rivers C.D.D.'s budget expectations are understood and met. **Over our 34 year history, we have drawn on experiences to enhance our technologies and techniques** so that we can deliver the best pre-construction services in the industry from project inception to completion.

### PRE-CONSTRUCTION SERVICES

The AWC team takes ownership of the project from conception and uses the following tools to guide the project in the right direction:

#### Project Communication Plan

- MEP Estimating
- MEP Coordination
- Site Analysis / Logistics Plan / Utility Plan / Material Delivery Plan
- Value Management
- Life Cycle Cost Analysis
- Market Analysis
- Pre-Bid Conferences
- Estimating - Cost Reviews
- Subcontractor Pre-qualification & Selection
- Schedule Development
- Procurement Planning
- Long-Lead Item Material Planning
- Constructability Review
- Owner-Procured Equipment Review & Coordination
- Subcontractor Bid Package Preparation
- Final Guaranteed Maximum Price (GMP)



## COST CONTROL PRE-CONSTRUCTION



### DRIVING THE PROJECT

The proven method for cost control begins long before the construction process begins. AWC believes that the greatest impact on cost is made during the pre-construction phase. Our Pre-Construction Department delivers value with an extensive and diverse library of cost understanding to provide guidance through constructability reviews and collaboration with design team members to help drive the budget to the project's reality. Three Rivers C. D. D. will receive **creative solutions, investment understanding, and value management recommendations to ensure its budget expectations are understood and met.**

### EARLY COST CERTAINTY

The goal of pre-construction is to deliver the projects Three Rivers C.D.D. desires – or better – with early cost certainty. Precise pricing that has been defined and confirmed to eliminate surprises is the focus. We combine our construction skills and experience with true innovation to bring the highest levels of efficiency and quality to every project.

This process starts at the very first kick-off meeting, through Schematic Design, Design Development, and Construction / Permit Documents. We provide accurate cost estimates early in the process to allow Three Rivers C.D.D. to make solid business decisions regarding project scope, building systems and finishes before your projects are sent to the marketplace for competitive pricing. We will work very closely with you, the design team, and the rest of the team's engineers to ensure we provide a well-programmed, aesthetically pleasing, durable building within budget.

### PROGRESS ESTIMATES

The Pre-Construction process is an iterative one. AWC will produce progress estimates at certain design milestones, continuously evaluate material and system costs, review document progress, coordinate with the design team, and leverage subcontractor and vendor relationships. Budget estimates are typically provided at the end of the schematic design development, then at 60%, and 100% design stages. During these budget stages, we use our extensive cost history database along with selective subcontractor assistance to develop cost estimates that can be used to assist with project decision making. This process takes advantage of trade-specific knowledge and maximizes cost effectiveness of the design. Your projects are enhanced through the benefit of outside eyes and feedback on costs. Once construction documents are complete and construction commences, many decisions impacting cost have already been made.



#### ESTIMATE TRACKING TOOL

AWC's pre-construction and estimating professionals are dedicated only to this craft and will maintain a tracking report of team decisions throughout the design phase ensuring nothing falls through the cracks. This includes a tracking tool that captures every pricing request or design alternative and its status whether approved, pending, or rejected. The format of each milestone estimate is consistent to ensure that the project team understands the relationship between cost and design. At each design phase, we challenge ourselves by comparing the current estimate to the previous one.

#### CONSTRUCTABILITY REVIEWS

AWC performs assessments of documents for accuracy and potential conflicts as designs are developing through our well-defined checklist. This is a process that involves a page-by-page review of all project documents, one design discipline at a time. Each is cross-referenced and detailed in report format, with red-lined drawings included. This includes verification of concepts, systems, materials, and details are congruent and provide the most cost effective solutions for the intended uses. The reviews are performed utilizing our documented, proven process providing a complete and thorough outcome.

Once the report is compiled, this information is shared and a review conference will be scheduled with the design team to review, discuss, recommend and resolve all the constructability issues. Identification of the items that affect multiple design disciplines are highlighted in each of the designers' reports so coordination can occur.

#### VALUE ENHANCEMENTS

The value enhancement process includes the analysis of materials, equipment, and method alternatives to select the most appropriate and cost effective systems for your projects - frequently referred to as "value engineering." Simply put, it's the analysis of alternatives that illuminate cost and time saving opportunities. AWC will provide value enhancement ideas and propose suggested changes for the team's consideration. This will allow Three Rivers C.D.D. to make value decisions prior to the completion of design documents.

The analysis must take into account operating costs, life-cycle costs, and other factors that impact value. A decision to reduce the construction cost of a facility may not represent the best decision over the life of the investment.

#### BID MANAGEMENT

To ensure accurate pricing, subcontractors are given a bid package that clearly defines work, the subcontractor agreement, and safety requirements. AWC's process includes developing detailed scopes of work for specific bid packages and receiving bids for each. Communication of the detailed scope of work produces accurate costs by eliminating unforeseen multipliers from the market.

## J. PROJECT MANAGEMENT SERVICES

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### COST CONTROL - DURING CONSTRUCTION



It is our commitment to continuing to be stewards of your dollars all the way through the project. We will conduct regular meetings with Three Rivers to review in depth the schedule milestones, budget line items, opportunities to save time and reduce costs, and design details and options. AWC **listens, responds, and learns** throughout each project experience allowing us to consistently deliver challenging projects on time and within budget.

During the Construction Phase, careful attention to detail, proper sequencing, and installation of materials, equipment and systems, right the first time, ensure that project budgets and schedules are met.

**Hiring the best subcontractors** is crucial to the success of a project. At AWC we approach the process of subcontractor inclusion and cost development differently than our competitors. AWC will work to find the right subcontractors specific to your project. Through our deep and diversified project base, **we maintain a subcontractor database consisting of more than 2,500 local companies.** Our reputation ensures subcontractors perform and provide best pricing for our clients' projects because they WANT to work with AWC. We don't just accept the numbers and process paperwork. We challenge the subcontractor market to ensure our clients receive the best possible service and achieve their goals. We drive the project to be the most efficient and effective!

### SUBCONTRACTOR SELECTION



## J. PROJECT MANAGEMENT SERVICES

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### COST MONITORING & REPORTING



AWC's "ViewPoint" construction software assists the project manager with cost control. It uses our latest accounting general ledger, payroll, accounts payable and job cost modules to access a central database. Job cost reports provide the ability to monitor each project's labor and total costs on a weekly and monthly basis, respectively. Potential overruns can be addressed immediately, and alternate methods or systems can be utilized to meet the project budget.

Our proactive approach to cost management allows Three Rivers, in conjunction with the design professionals, to make informed business decisions to improve the quality of the building and to respond to ideas through which financial efficiency can be achieved. **AWC is committed to using our ingenuity, communication, and collaboration with the entire team to meet the project budget goals!**

### SCHEDULING

AWC is a schedule-driven company known for its accuracy and timeliness. Our goal is to demonstrate an efficient process of work from pre-construction through project completion without sacrificing quality, safely for all involved. Our people are experts at managing sequence and flow. Our superintendents are entrusted with the authority it takes to run the job and we give them a full measure of administrative and technical support. Our scheduling approach to this project will include the early development of all activities associated with the design and pre-construction effort, a Master Project Schedule, and support of Short Interval Schedules.







#### DESIGN PHASE SCHEDULING

The pre-construction schedule is a realistic and detailed schedule for design, approvals, constructability reviews, estimating, and purchasing activities to ensure that construction activities begin as planned. The pre-construction schedule reflects what is expected of the design team, AWC, and Three Rivers representatives that communicates the expectations of everyone's goals serving as a "road map" for the team that assigns accountability for all involved to meet critical deadlines.

#### MILESTONE SCHEDULE

Proper planning and sequencing maximize efforts of the project team. AWC ensures that a comprehensive milestone schedule is established to understand time impact on the cost of work. This schedule is developed during pre-construction and is used to provide a base to be refined and updated by the operations team.

This schedule will be included in the bid documents provided to establish the Guaranteed Maximum Price (GMP). This will ensure subcontractor and vendor understanding of the project timelines to eliminate cost increases and/or material back-orders that may cause delays. It will also help establish the timing of procurement for long-lead or price-volatile materials.

#### MASTER PROJECT SCHEDULE (MPS)

Scheduling is at the root of project effectiveness, representing all parties and all interfacing activities. To ensure that work is progressing as planned, our project managers and superintendents, along with a dedicated group of scheduling experts, oversee the Master Project Schedule (MPS). The MPS is our primary tool to monitor and direct procurement and execution of construction activities.

One of our most effective tools for managing, tracking and controlling complex and/or large projects is Critical Path Method (CPM) scheduling. With the aid of Microsoft Project, we forge a cost-loaded Master Project Schedule (MPS) that clearly identifies the relationship of the construction activities and denotes the responsible parties utilizing the Work Breakdown Structure system. Our field staff then tracks the project on a daily basis, identifying critical issues that may cause delays or allow acceleration.

#### SHORT-INTERVAL SCHEDULE

The Short-Interval Schedule is the primary tool used in the day-to-day coordination and control of all subcontractor activities. This schedule is a detailed listing of tasks with an assigned duration and embraces the upcoming three-week period, emphasizing the immediate activity detail and priorities in the nearest two weeks. The remaining period indicates continued trends, flow of work and near-term activities. This schedule is updated on a weekly basis provided for review in the Owner Architect Contractor (OAC) meetings and at the weekly subcontractor coordination meetings.



## J. PROJECT MANAGEMENT SERVICES

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



an initial Team Integration Meeting in which all team members will participate and review Three Rivers C.D.D.'s quality assurance requirements. Once expectations are established, our Quality Control Management Program will be put into action.

Quality is not just something we talk about – at AWC, **our Director of Field Operations and Field Operations Managers are accountable for the overall quality of each project.** We provide continuing education to our field staff to ensure they are regularly trained in construction methods. And we know when to ask for help from specialists. If a unique envelope design warrants it, we will involve a waterproofing specialist to assist in detail review and coordination, constructability, and field inspections to include water intrusion testing.

For every project, AWC follows the same steps to ensure quality control:

- Design
- Pre-Qualification
- Procurement
- Shop Drawings & Submittals
- Installation and Construction

Our philosophy for quality control stems from the notion that quality is planned in the early stages of a project, contracted for in the procurement phase and managed in the construction phase.

#### DESIGN

After the contract is awarded, our first role is to evaluate Three Rivers' goals and objectives with respect to cost, quality and schedule. By doing so, our team will review all elements of the proposed design to ensure that the functional, aesthetic, and durability traits are consistent with Three Rivers' expectations. During this review, alternate materials, details and system components will be suggested and considered by the team with the pros and cons outlined for deliberation. Issues that will be considered include durability, maintainability, warranty, life cycle cost, aesthetics and replaceability. This process ensures that the owner receives the best value that AWC defines as the right mix of cost, quality and schedule all within Three Rivers' standards.

During the design phase, our quality control team will perform constructability reviews (CR) of the design documents as necessary. These reviews are conducted by studying each document for gaps, overlaps and omissions in the scope of work and also allow us to coordinate the various systems to confirm that they are buildable as drawn. Once the CR is complete, AWC will review the marked-up documents and report with the design team and owner's representative to review changes prior to finalizing bid and construction documents. This step helps avoid major surprises during construction which can negatively impact cost and schedule.



#### PRE-QUALIFICATION

Another important step to guaranteeing a quality installation is to invite qualified subcontractors and vendors that are able to fabricate and install the work. Our pre-qualification process includes evaluating a subcontractor/fabricator's financial capability, reputation, experience, available resources, workload, safety record and references. We make certain that all subcontractors and vendors invited to bid the job will be capable of meeting the quality standards set forth by the Owner. This process puts all the invited bidders on a level playing field and eliminates the potential for subcontractor default during construction. Once bid documents are finalized, the bid packages will be developed and include detailed scopes of work. A clearly defined scope of work is the most proactive way to guarantee that scope gaps, overlaps and omissions are eliminated. Well written scopes will define all of the installation requirements as well as the scope cut off points of where one subcontractor's scope ends and the next sub's scope begins. Quality standards, testing requirements, and inspection requirements are all outlined in scopes of work. Once bids are received and evaluated, the bid scopes are then included in the contract that will be executed between AWC and its subcontractors.

#### PROCUREMENT

An important function of the project team is the timely procurement of materials and equipment such that the construction process continues smoothly without any interruption. The Project Manager is responsible for the procurement process and utilizes computer software to assist in management of the purchasing process.

#### SHOP DRAWINGS & SUBMITTALS

A key step in our quality control program is the submittal review process. AWC's project management team and the field supervision team play a critical part in this process to make sure all of the materials, equipment and methods meet or exceed the requirements of the plans and specifications. Through this process, we will also check dimensions for errors, coordinate materials and systems between various trades, and ensure that appropriate design consultants provide their review and approval. Our field supervision team offers their expertise as to constructability and compatibility of materials chosen.

#### INSTALLATION & CONSTRUCTION

**Pre-Installation** - Pre-installation meetings will be held for all major scopes prior to the start of each particular trade. The purpose of these meetings will be to review the installation procedures, testing and inspection requirements, safety measures to be taken, and quality expectations and requirements. Attendees at these meetings typically include the particular subcontractor, their major suppliers, the testing agency, the threshold inspector, AWC Superintendent and Project Manager, Quality Control Manager, and design team representatives. The main benefit of these meetings is to give the whole project team a clear and consistent understanding of the quality expectations and requirements that will be demanded throughout the project.

## J. PROJECT MANAGEMENT SERVICES

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



**Mock Ups** - Mock up installations of the materials and systems to be used are set up at the job site prior to starting for establishing the standard of quality and desired look. The mock up will be maintained at the site throughout the duration of the project as the “measuring stick” for inspecting and accepting on-going work. Mock-ups are an effective way to communicate quality and aesthetic expectations.

**Field Inspections** - An outline of the required field inspections and testing will be created so that quality inspections can be scheduled. The reporting format for all tests and inspections will be defined so that Three Rivers and AWC are both copied with the test and inspection results.

**Document Control** – Drawing revisions are issued from the Design Team to AWC. AWC reviews and determines the project impact before distributing to the specific trades. AWC issues the Drawing revisions to Port Authority to update the Project Team of possible future changes. The Drawings are date stamped and updated to Plan Grid which allows the Superintendent to have access electronically to the latest set of Drawings.

**Punch Lists** – Each AWC Superintendent is equipped with a tablet which provides access to Plan Grid. The tablets are used extensively during the Punch List stage to accurately and efficiently document Punch List items, and to immediately distribute to all team members, greatly reducing downtime.

**As-Builts** - Throughout the course of the project the AWC Superintendent is utilizing the Tablet for creating a current copy of an As-Built Document that will be turned over to Three Rivers at the completion of the project in an electronic and hard copy format. Any and all changes will be red-lined with accurate dimensions, changes, comments, etc.

## J. PROJECT MANAGEMENT SERVICES

THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



### POST-CONSTRUCTION



**AWC ensures** that the project **completion and communications continue after construction is complete** to promote a complete and concise effort of close-out and follow-up.

### POST-CONSTRUCTION EFFORTS

- Secure Certificate of Occupancy
- Punch Lists accumulation and completion
- As-Builts
- Move Management
- Furniture Installation Management and Coordination
- Equipment and Operational Training
- Operations and Maintenance Manuals
- Commissioning Coordination
- Warranty Review and Approval
- Close-Out Documentation
- One-Year Warranty Walk

### CLAIMS MANAGEMENT

Project Manager James Durkin will manage subcontractor invoices to avoid any claims. Particular care is taken during the pre-qualification stage to identify subcontractors who may be prone to request claims. James will conduct pre-bid and post-bid meetings with successful bidders to effectively communicate requirements of each respective subcontract to avoid potential for claims. Subcontract terms and conditions address requirements which must be met for a claim to be considered valid. AWC takes a pro-active approach to limit conditions which may lead to a claim. If a claim is received, we will use all contractual and administrative tools available to reach a satisfactory resolution to the problem.

### PROJECT CLOSE-OUT

The construction assistant assigned to this project, will primarily be responsible for project closeouts. They will ensure all invoices are paid, lien releases are in hand, and system warranties, guarantees and operating manuals are turned over to Three Rivers C.D.D. in a timely fashion.

CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



**K.**

## LOCATION OF OFFICE

## K. LOCATION OF OFFICE

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



All staff assigned to the Three Rivers Community Development District projects are located in our corporate headquarters at **4168 Southpoint Parkway, Suite 101 in Jacksonville, Florida.**

Our firm is comprised of a workforce of **135 employees** consisting of project managers, estimators, office and field staff. Please refer to the breakdown of our staff in the table below.

#### Jacksonville 135 Employees

##### Management Staff

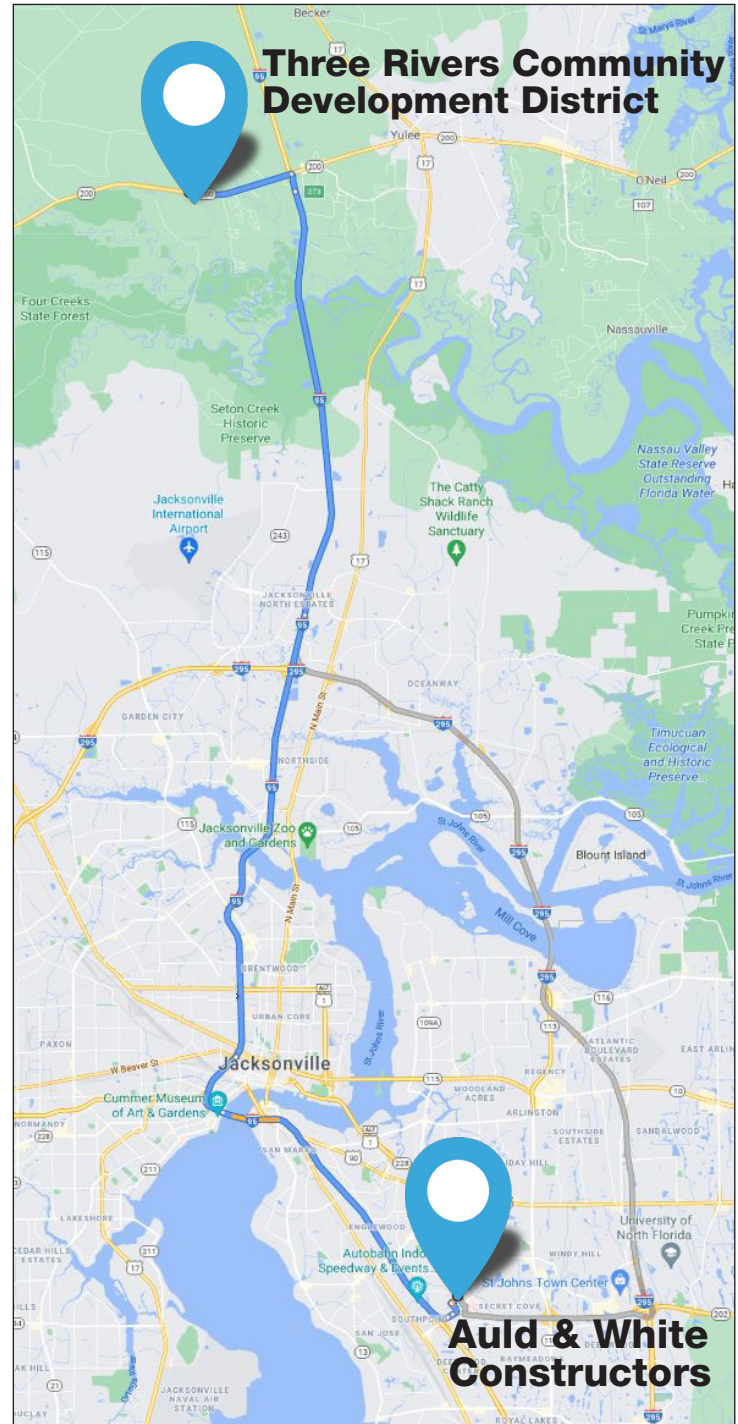
Executive Staff	4
Department Heads	6
Project Managers	9
Assistant Project Managers	6
Estimating / Pre-Construction Services	5
Business Development / Marketing	4
<b>Subtotal</b>	<b>34</b>

##### Field Staff

Superintendents / Assistant Superintendents	27
Supervisors / Coordinators / Field Associates	15
Lead Carpenters	6
Carpenters	22
Assistant Carpenters	6
Apprentices	8
Helpers	3
<b>Subtotal</b>	<b>87</b>

##### Support Staff

Accounting	3
Permitting Specialist	1
Information Technology	2
Human Resources	1
Construction Assistants	6
Receptionist	1
<b>Subtotal</b>	<b>14</b>



**Auld & White  
Constructors**



CONSTRUCTION MANAGER AT RISK SERVICES

# THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



L.

## CLAIMS AND LITIGATION HISTORY

## L. CLAIMS AND LITIGATION HISTORY

### THREE RIVERS CDD PARK, FIRE STATION, & AMENITIES



Auld & White Constructors, LLC has not been a party to any claims, arbitration, administrative hearings, lawsuits or criminal proceedings brought by or against Auld & White during the last five years.

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

**4C**

## **SCORING CRITERIA FOR SUBMITTALS**

The “**Scoring Criteria**” is made up of the categories below (“**Category(ies)**”) that collectively represent a grand total point value of one hundred (100) points, as described herein. The points indicated below as “**Points Possible**” are the maximum that can be allocated for each category. The point value shall be the basis of reviewing and ranking the Responses.

<b><u>EVALUATION CATEGORIES</u></b>	<b><u>POINTS POSSIBLE</u></b>
• Related Experience	25
• Pre-Construction Services Staff	25
• Construction Services Staff	25
• Volume of Previous North Florida Work	5
• Location of Offices	5
• Willingness to Meet Time and Budget Requirements	5
• Recent, Current and Projected Workloads	5
• Certified Minority Business Enterprise	5
<b>GRAND TOTAL OF POINTS</b>	<b>100 POINTS</b>

### **SCORING CRITERIA**

1.        CATEGORY 1        Experience and Qualifications        25 Points Possible

Scoring Criteria: Respondent’s experience with similar projects in design, type, scope, and complexity; the successful completion of such comparable projects for CDD’s; experience in bringing innovative and creative input to previous projects, including constructing facilities similar to those contemplated by the Project and in retaining qualified subcontractors in competitive markets; the recommendations of previous Owners and Architects; litigation history; Respondent’s experience with and knowledge of local conditions, such as local codes and ordinances, local subcontractors, local suppliers, and the local construction environment generally; and, based on all of Respondent’s related experience, Respondent’s plan for performing the Project, including its method to competitively bid the subcontracts and establish a guaranteed maximum price or lump sum price as well as cost reporting methods. Respondents with experience with both amenity facilities and fire stations may be awarded higher points in this category.

2.        CATEGORY 2        Pre-Construction Services Staff        25 Points Possible

Scoring Criteria: The general and specified project-related capabilities of the Respondent’s staff (including office, management, technical, and support staff) and the organization’s



**Three Rivers Community Development District**  
**Request for Qualifications**  
**CONSTRUCTION MANAGER AT RISK SERVICES**  
**FOR COUNTY PARK, FIRE STATION, AND COMMUNITY AMENITIES**

**Scoring Criteria**

	Related Experience	Pre-Construction Services Staff	Construction Services Staff	Volume of Previous North Florida Work	Location of Offices	Willingness to Meet Time and Budget Requirements	Recent, Current and Projected Workloads	Certified Minority Business Enterprise	TOTAL SCORE
<i>weight factor</i>	25	25	250	5	5	5	5	5	100
	NAME OF RESPONDENT								
1	<b>Auld &amp; White Constructors, LLC</b>								

\_\_\_\_\_  
 Board Member's Signature

\_\_\_\_\_  
 Date

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

**5A**

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REQUEST FOR  
QUALIFICATIONS (RFQ) FOR  
ENGINEERING SERVICES  
FOR THE THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT

The Three Rivers Community Development District (District), located in Nassau County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected may serve in the general capacity of District Engineer and provide general engineering services and/or may provide only engineering services for the design and construction administration associated with portions of the District's capital improvement plan. Information about the District can be found at [www.threeriverscdd.com](http://www.threeriverscdd.com).

Any firm or individual (Applicant) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (Qualification Statement) of its qualifications and past experience on U.S. General Service Administrations Architect-Engineer Qualifications, Standard Form No. 330, with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicants professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicants willingness to meet time and budget requirements; d) the Applicants past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Nassau County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultants Competitive Negotiations Act, Chapter 287, Florida Statutes (CCNA). All Applicants must submit one (1) electronic copy on a flash drive and one (1) unbound original of Standard Form No. 330 and Qualification Statement by 2:00 p.m., on June 24, 2021 and to the attention of Craig Wrathell, District Manager, at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (District Managers Office).

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Managers Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Managers Office, must be filed in writing with the District Managers Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty-five Thousand Dollars (\$25,000.00). Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Managers Office.

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Craig Wrathell, at [wraithellc@whhassociates.com](mailto:wraithellc@whhassociates.com), with an e-mail copy to Wesley Haber at [whaber@hgslaw.com](mailto:whaber@hgslaw.com).

FNL 1T 06-09-2021

#644357  
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**THREE RIVERS**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

Request for Qualifications for  
Engineering Services for the  
Three Rivers Community Development District  
June 24, 2021



**ETM**  
England-Thims & Miller, Inc.  
VISION • EXPERIENCE • RESULTS

Craig Wrathell, District Manager  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

June 24, 2021

**Reference: Statement of Qualifications for Engineering Services for the  
Three Rivers Community Development District**

Dear Mr. Wrathell,

The Three Rivers Community Development District (CDD) will create a spectacular and high-quality development that will go above and beyond serving the needs of the residents of Nassau County for years to come. To accomplish this, it is profoundly important that the Three Rivers CDD engage a District Engineer that understands your true vision and possesses the experience to deliver effective site development strategies that will create the desired sense of place with solutions that meet the budget and time constraints.

It is no coincidence that when developers want to build lasting communities, they contact **England-Thims & Miller, Inc. (ETM)**. In our 44 years, ETM has emerged as THE Premier District Engineer in the Northeast Florida market. Clients select ETM as their partner due to our exceptional quality service and our experience providing engineering services for the largest and most successful communities in Northeast Florida.

Our involvement in Northeast Florida's expanding residential silhouette is deeply personal. ETM is largely composed of professionals who have grown up in the area, witnessed its growth, and have a profound connection to the region and the land. As our company has matured and our land development services have expanded, we have not only gained experience, but perfected "our craft." Our success revolves around the love of our craft and through this we have found our focus.

ETM is a locally-based engineering firm that employs a large team of development managers, engineers, landscape architects, planners, and construction field representatives. This large team of professionals is able to provide the following:

**Experienced Personnel:** ETM maintains a staff of 255 professionals, including 60 Land Development Specialists, who have extensive experience managing over 40 CDDs throughout Northeast Florida. We have developed deep-seated relationships while working closely with local and state agencies, and public-sector management. Our depth of resources coupled with our experience uniquely qualifies ETM to serve as your District Engineer.

ETM understands the District's focus on schedule and budget, and we know that the most efficient way to complete a project is to develop a well thought-out, high-level strategic approach.

**Accessibility:** Due to the size of the Three Rivers CDD and the multitude of simultaneous projects within the District, having a readily accessible District Engineer is imperative. With our headquarters located less than an hour away, the District can count on an immediate response to any onsite needs.

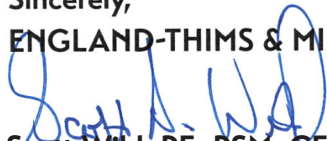
**Extensive Experience with Community Development Districts:** Our team has extensive experience with large-scale Community Development Districts. Because of this experience, we are able to apply lessons learned, effective project management, and creative solutions to minimize costs and accelerate schedules.

**Effective Development Strategies that Create the Desired Sense of Place:** The creation of a sense of place requires attention to detail and an eye for design. Our project team members understand the relationship between human scale and sense of place, and have the knowledge to create each. We engage with our in-house planning, landscape architecture, CEI, and transportation departments to achieve the desired vision and goal of the District. Because of our partnerships with multiple CDDs, we grasp the importance of community features and fully comprehend the importance of anticipating any negative impacts that traditional design features may impose. Our professionals are trained to avoid these mistakes and will ensure that our design enhances the overall feel of this community.

ETM appreciates the opportunity to submit our statement of qualifications to serve as the District Engineer for this rising community. We look forward to lending our time, talent, and expertise to the District to help you obtain your goal - to build an exquisite Florida community.

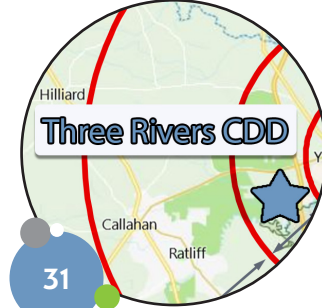
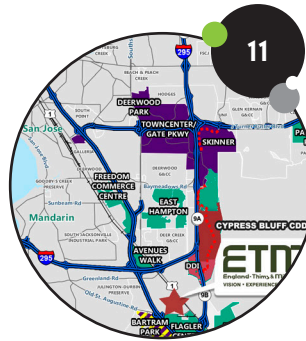
Sincerely,

**ENGLAND-THIMS & MILLER, INC.**

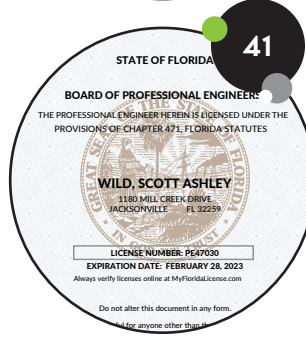


Scott Wild, PE, PSM, CFM  
Scott Wild, PE, PSM, CFM  
Executive Vice President  
Executive Vice President

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# 1. Ability and Adequacy of Professional Personnel



# ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

Because ETM has served as the District Engineer for over 40 Community Development Districts, we have acquired a surplus of CDD knowledge, experience, and an unrivaled familiarity with local governing agencies.

## OUR COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE

Community Development Districts (CDDs) are unique. The potential is greater, the focus is larger, and the associated risks are much higher. But when we successfully design a community together, the professional and emotional satisfaction is incomparable.

Our engineers have a solid reputation in the industry that is underscored by our extensive experience as District Engineer for multiple Master Planned Communities (MPCs) throughout Northeast Florida. Additionally, 44 years in business has resulted in valued relationships with local governments, utility and regulatory agencies, and trusted teaming partners. These relationships enable us to provide the Three Rivers CDD with exceptional service and dedication.

## OUR HISTORY AND CURRENT PROFILE

ETM has progressed from a two-person, land development engineering company to the award-winning, full-service civil engineering firm you know and recognize today. Founded in 1977, our primary focus was to support private sector growth in Northeast Florida. As we grew, so did our client base and reputation. As a result, we became known for providing innovative quality engineering services for land development efforts.

Because of our success, the leadership of ETM felt encouraged to expand the company's service lines to meet the needs of both public and private sector clients. Today, these additional services position us as a one-stop shop and encompass the entire lifespan of a project, beginning with strategy, development, and planning, and culminating with inspection and closeout.

- Planning/Entitlements
- Land Development
- Utility Master Planning and Design
- Landscape Architecture
- Program Management
- Water Resources and Environmental Permitting
- Transportation and Traffic Engineering
- Construction Engineering and Inspection (CEI)
- Geographic Information Systems (GIS)
- Surveying and Mapping





Today, CDDs and MPCs represent our single largest business sector and generate 25% of our annual volume. ETM employs 255 professionals spanning offices in Jacksonville, Nassau County, Volusia County, Palm Coast, Gainesville, and Central Florida. Now, with engineering capabilities ranging from master planning and alternatives evaluation through final design and construction administration, we offer the expertise required to deliver any project anticipated by the Three Rivers CDD.

### PROFESSIONAL SNAPSHOT

Successfully delivering results will require a diversified group of experienced engineering professionals with an excellent track record and the expertise necessary to meet the goals for the Three Rivers CDD. ETM currently employs the following professionals, all available to help meet the needs of the Three Rivers CDD:

- 41 Civil Engineers
- 22 Project Managers
- 4 Planners
- 9 GIS Specialists
- 18 CAD Technicians/Designers
- 1 Technician/Analyst
- 43 Construction Inspectors/Managers
- 7 Landscape Architects
- 66 Survey Personnel
- 44 Administrative Personnel



## EXECUTIVE MANAGEMENT

Today, the day-to-day management and ownership of the firm has been successfully transitioned from the founder to the next generation, and is composed of a hands-on executive leadership team of 25 shareholders. We practice a debt-free approach to business that provides our clients with the assurance of our financial stability to continue steady growth and expansion of services. To ensure our focus on quality, we adhere to a stringent Executive Vice President led Quality Assurance/Quality Control process as part of our everyday practice.

## QUALIFIED PROJECT TEAM

To address the projects anticipated as part of the Three Rivers CDD, we have assembled a very experienced core project team that will be supported by additional ETM staff, as needed. The technical excellence you will receive is a direct result of the experience of our professionals who possess the commitment and resolution to foster innovation and drive performance. Our team has the ability to anticipate project challenges and leverage lessons learned to develop cost-effective and schedule-sensitive solutions.

The ETM team has collectively served the needs of over 40 CDDs in Northeast Florida. We have experience coordinating with many public agencies, including Nassau County, JEA, the U.S. Army Corp of Engineers, the Florida Department of Environmental Protection, the Florida Department of Transportation, and the St. Johns River Water Management District.

We proudly present our key team contributors on the following pages. Each has established themselves as deeply respected, well-seasoned professionals within their area of expertise.

# PROJECT TEAM



**Scott Wild, PE,  
CFM, PSM**  
Client Relations &  
Project Strategy

Scott has 32 years of engineering experience related to MPCs and has worked closely with several CDDs in Northeast Florida. He is known for his ability to quickly identify potential issues and select the cost-effective, permittable solutions that ensure engineering plans, reports and specifications meet the highest standards. As Project Strategy Officer, he will draw from his environmental background and his tremendous volume of large project and MPC experience, proving to be an invaluable resource to the District.



**George Katsaras, PE**  
Project Manager

George has 27 years of experience in a wide range of civil engineering projects. His experience includes work on both small and large scale private development projects. His responsibilities include project management, construction document preparation, permitting, and contract administration. George's primary expertise and experience is in stormwater master planning, drainage design, water and sewer design, grading, and environmental permitting.



**Neal Millilgan, PE**  
Senior Project  
Engineer

Neal has 32 years of experience providing engineering services on projects varying in size between 2 and 4,000 acres. His primary emphasis and experience is obtaining agency permits and providing grading, drainage, water, and sewer design for residential, commercial, and roadway projects in Northeast Florida.



**AJ Booth, PE**  
Project Engineer

AJ has 9 years of engineering and utility experience for private and public clients. He is responsible for aiding in various projects and is in the process of gaining an understanding of engineering principles and project management on several projects from concept through regulatory permitting, and project completion. His project experience includes the design and permitting of commercial, industrial, residential, and roadway infrastructure and utility construction projects.



**Jason Hall, PE**  
**Transportation**  
**Engineer**

Jason has 21 years of highway design and construction experience on federal, state and local roadway systems. His responsibilities include project management, roadway design, utility design, cost estimation, temporary traffic control, permitting, and specifications development. With numerous years of experience working directly with multiple City and State agencies on projects such as E-Town Parkway, Alta Drive, and Southeast Quadrant, he brings his knowledge of City and State requirements and preferences to this project, as well as a continuity and stability in leadership.



**Karl Soderholm,**  
**PLA, AICP**  
**Landscape Architect**

Karl has 22 years of landscape architecture experience and has overseen many large-scale landscape and planning projects. He possesses the ability to see a cohesive vision of the aesthetics within an MPC and will provide the District the community look and feel they desire. He specializes in site and transit planning, landscape and hardscape design, pedestrian and community movement, and project sustainability. He will provide any planning and landscape architecture services for the District on this contract.



**Buckley Williams,**  
**CCCA**  
**Construction**  
**Administration**

Buckley has 29 years of experience which includes managing quality inspection personnel who serve as client advocates in the field. Buckley is committed to providing not only responsive services to the District, but also the requisite technical inspections and proactive contract administration services needed to meet project objectives. Under this contract, he will lend insight to the project team, and ensure that the highest level of quality CEI services are provided to the Three Rivers CDD.



**Jeff Brooks**  
**Construction**  
**Administration**

Jeff has 37 years of experience in tasks relating to construction projects from concept to completion. He also has a strong background in water and wastewater operations and construction inspection. His responsibilities include the administration and inspection of infrastructure construction projects, on-site payment request review, testing observation, and project documentation.



## 2. Consultant's Past Performance



## 2

# CONSULTANT'S PAST PERFORMANCE

ETM has been honored and rewarded with the opportunity to be involved in the development of the region's most notable communities. We are recognized for the creative solutions that emerged from our holistic approach during the development of these communities. The depth of our experiences and our relationships with local regulatory agencies are invaluable assets to our clients.

The table below is a sampling of ETM's vast experience with over CDDs.

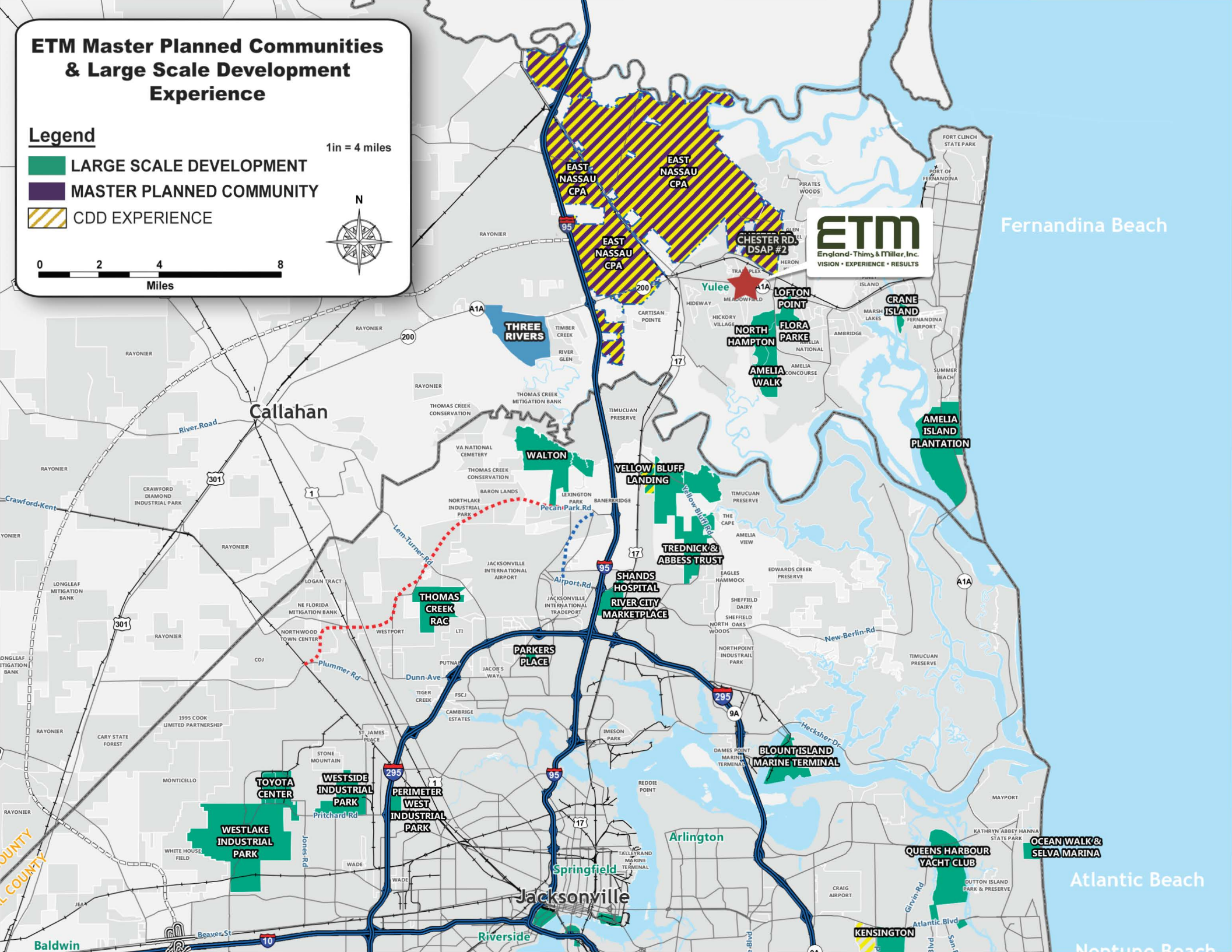
Project	County	Size	Dwelling Units	Non-Residential S.B.
East Nassau Stewardship District	Nassau	24,000 Acres	24,000 Residential	11.5 Million SF Non-Residential
Tolomato (Nocatee)	Duval & St. Johns	15,000 Acres	11,000 Single Family 4,000 Multi-Family	4 Million SF Office 1 Million SF Commercial/Retail 250,000 SF Industrial
Oakleaf	Clay & Duval	6,000 Acres	5,000 Residential	1 Million SF Commercial/Retail 2 Amenity Centers 82 Acre Park, Golf Course Community
Argyle Forest	Clay & Duval	10,000 Acres	25,000 Residential	5 Million SF Non-Residential
Julington Creek Plantation	St. Johns	5,000 Acres	5,800 Residential	750,000 SF Non-Residential
Southhaven	St. Johns	314 Acres	345 Residential	\$2.2 Million Amenity/Recreation
Heritage Landing	St. Johns	597 Acres	1,154 Residential	27 Acre Park/Recreation \$6.1 Million Amenity
Beach (Tamaya)	Duval	780 Acres	2,400 Residential	500,000 SF Commercial/Retail 10,000 SF Clubhouse
Aberdeen	St. Johns	1,300 Acres	1,623 Single Family 395 Multi-Family	40,000 SF Office 60,000 SF Commercial 10,000 SF Community Park
Durbin Crossing	St. Johns	2,047 Acres	2,500 Residential	170,000 SF Office/Retail
Bartram Park	Duval & St. Johns	3,600 Acres	2,000 Single Family 7,000 Multi-Family 330 Hotel Rooms	1.3 Million SF Commercial 1.6 Million SF Office
Bartram Springs	Duval	1,000 Acres	1,400 Residential	19 Acre School Site 7 Acre City Park
Six Mile Creek (TrailMark)	St. Johns	1,282 Acres	2,278 Residential	7 Acre Amenity Village 30 Acre Community Park 17 Acre Neighborhood Park

# ETM Master Planned Communities & Large Scale Development Experience

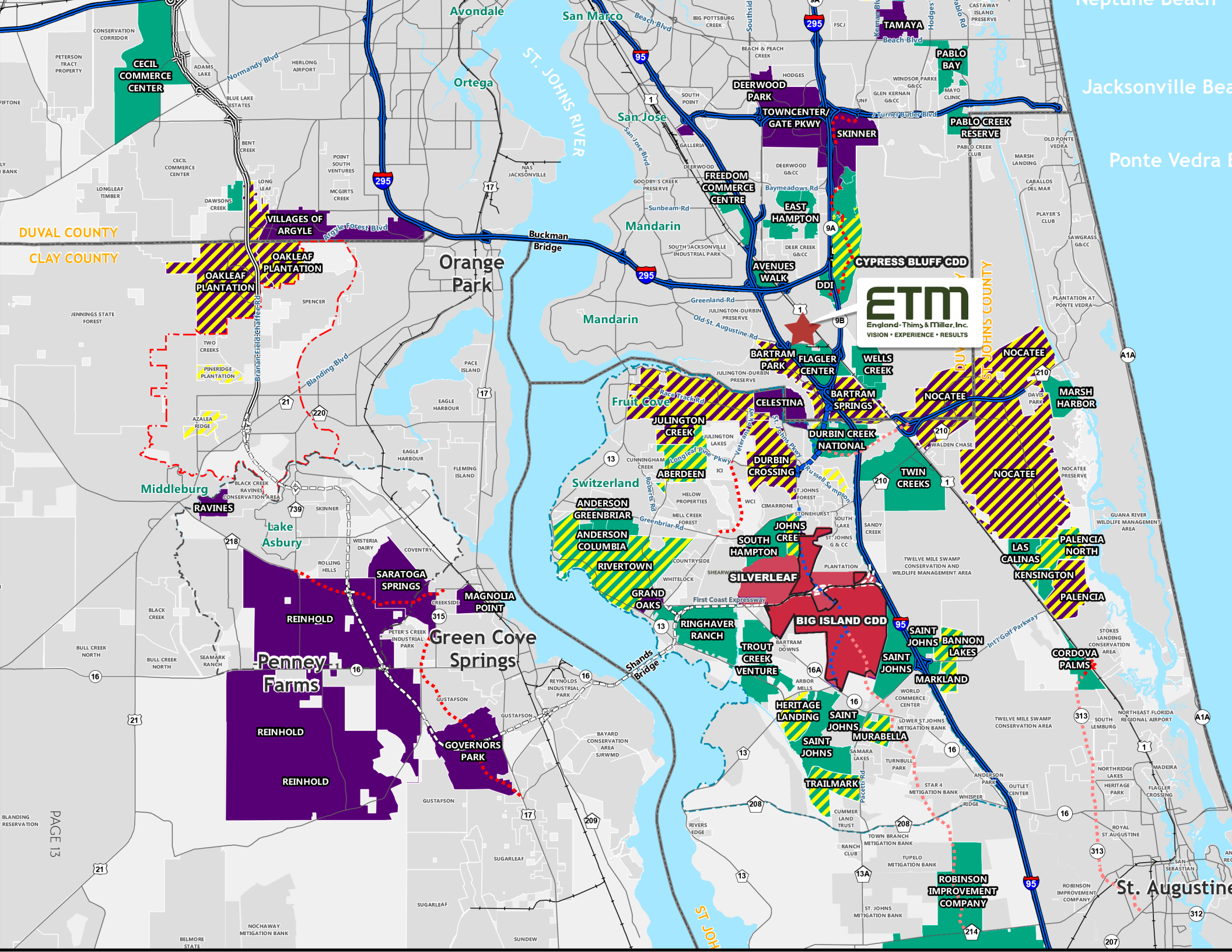
## Legend

- LARGE SCALE DEVELOPMENT
- MASTER PLANNED COMMUNITY
- CDD EXPERIENCE

1 in = 4 miles







DUVAL COUNTY  
CLAY COUNTY



Community Development and Special District experience includes:

- Boggy Branch
- Celebration Pointe
- Cypress Bluff
- Deer Run
- Kindlewood
- Durbin Crossing
- East Nassau Stewardship
- Heritage Landing
- Isles of Bartram
- Julington Creek Plantation
- Las Calinas
- Mainstreet
- Marshall Creek
- Meadow View at Twin Creeks
- Middle Village
- Oakleaf
- OTC
- Palm Coast
- Pine Ridge
- Pioneer
- Rivers Edge
- Ryals Creek
- Six Mile Creek
- South Village
- Split Pine
- Sweetwater Creek
- The Dunes
- Timucuan South
- Tison's Landing
- Tolomato
- Treaty Oaks
- Turnbull Creek
- Wynnfield Lakes

## RELATIONSHIP MANAGEMENT

All of our Master Planned Communities (MPC) have one thing in common: the entire team must earn the trust and maintain great relationships with agency regulators. For that reason, municipality experience is essential. **ETM brings established relationships and experience to the team.**

## PROJECT CASE STUDIES

ETM has assisted with the design, engineering, and construction of a multitude of projects. The following examples best showcase our experience:



▲ Aberdeen

▼ Bartram Springs



▼ Julington Creek



## EAST NASSAU STEWARDSHIP DISTRICT

**Location:** Nassau County, Florida  
**Client:** East Nassau Stewardship District  
**Contact:** Mike Hahaj  
**Phone:** (904) 321-1030  
**Completion:** Ongoing

- Project Tasks:**
- District Engineer
  - Site Engineering
  - Environmental Permitting
  - Landscape/Hardscape Architecture
  - Master Planning

ETM is the District Engineer for the East Nassau Stewardship District, which is a 24,000 acre DRI project, that includes 640-acres of commercial development. At total build-out, this project will include 11,000,000 square feet of non-residential space, 550,000 square feet of commercial space and 24,000 residential units. ETM is responsible for providing engineering reports, cost estimates, and plan reviews to ensure the proper construction of improvements within the District.



## Tolomato CDD (Nocatee)

**Location:** Jacksonville, Florida  
**Client:** The PARC Group, Inc.  
**Contact:** Rick Ray  
**Phone:** (904) 992-9750  
**Project Costs:** \$200 Million  
**Completion:** Ongoing

### Project Tasks:

- District Engineer
- Master Planning
- Project Management
- Engineering Design
- Environmental Permitting
- Transportation Engineering
- Surveying
- Construction Administration
- Landscape Architecture

**“ETM has designed and managed more than \$200 Million in roadway and utility construction for The PARC Group over the past five years... We have found ETM’s capability to handle the dynamic requirements in a project with both environmental and public interest to be professional and effective.”**  
~ Gregory J. Barbour  
The PARC Group, Inc.

**Nocatee is one of the top 10 best selling communities in the nation.** This 15,000 acre parcel at total build-out will consist of 11,000 residential units, 5 million square feet of non-residential space and recreation/open spaces, churches, schools and civic uses. ETM has been involved with this project since 1997 when PARC Group began the conceptual planning process and we are proud of our involvement in the engineering design, planning and landscape architecture of this project.

In addition to providing the lead design consulting services, ETM was responsible for the design, permitting, and construction management of over 4 miles of Greenway Trails within Nocatee. The trails provide connections between communities, parks and commercial districts. As part of an overall circulation plan within Nocatee, the trails and shared-use paths are 16 feet wide in order to accommodate pedestrians, bicycles, golf carts, and low-speed vehicles.



## Kindlewood CDD

**Location:** Jacksonville, Florida  
**Client:** The Hutson Companies, LLC  
**Contact:** David Hutson  
**Phone:** (904) 262-7718  
**Project Costs:** \$100 Million  
**Completion:** Ongoing

### Project Tasks:

- District Engineer
- Site Engineering
- Environmental Permitting
- Landscape/Hardscape Architecture
- Master Planning

ETM was responsible for the master planning of this 10,000 acre DRI project which included roadway design, utility design, and master stormwater management design and permitting. In 1999, ETM served as lead consultant in a major modification to the Argyle Forest DRI.

The land development work included engineering and landscape design of over 5,000 residential units, two amenity centers (each over \$7 Million), a regional baseball park, a regional soccer park, and over 1 Million square feet of retail and commercial space. ETM was responsible for the day-to-day coordination efforts of six residential and connector highway construction projects in addition to amenity site construction. This project includes over 10 miles of connector roadway and infrastructure improvements, JEA and Clay County Utility Authority improvements, amenity center construction, box culvert construction, landscape and irrigation improvements, and lot development services.



## Bartram Springs CDD

**Location:** Jacksonville, Florida  
**Client:** SouthStar Development Partners, Inc.  
**Contact:** Kimball Woodbury  
**Phone:** (305) 476-1514  
**Project Costs:** \$45 Million  
**Completion:** Ongoing

### Project Tasks:

- District Engineer
- Master Planning
- Project Management
- Engineering Design
- Environmental Permitting
- Surveying and Mapping
- Construction Administration

Bartram Springs is a 1,400-lot single-family development in Southeast Duval County located on the northside of Race Track Road (immediately west of Philips Highway). The site is over 1,000 acres, half of which are wetlands that discharge to a Durbin Creek tributary. Additional features and elements include a multi-family parcel, a retail component, a city park site, an elementary school, and an amenity area.



## Bartram Park

**Location:** Jacksonville, Florida  
**Client:** Eastland  
**Contact:** Tom Dodson  
**Phone:** (904) 280-7100  
**Completion:** Ongoing

### Project Tasks:

- Master Planning and Engineering
- Sewer Collection
- Reuse Water Distribution
- Stormwater Management
- Roadway Construction
- CDD Engineering

Bartram Park is a 3,600 acre, mixed-use DRI. The project is located in South Duval County and North St. Johns County along I-95. The development consists of 2,000± single-family units, 7,000± multi-family units, 1.3 million square feet of commercial space, 1.6 million square feet of office space, and 330± hotel rooms. As part of the DRI, over 2,000± acres of preservation land was provided along Julington and Durbin Creek.







## Beach CDD (Tamaya)

**Location:** Duval County, Florida  
**Client:** Beach CDD  
**Contact:** Jill Cupps  
**Phone:** (407) 382-3256  
**Completion:** Ongoing

### Project Tasks:

- District Engineering
- Coordination with Utility Providers
- Coordination with Contractors
- Coordination with Surveyors, Architects and Other Consultants
- Permitting
- Master Planning and Engineering
- Project Management
- Requisition Processing

ETM was contracted by Beach CDD in Duval County to provide professional engineering support services. ETM's efforts for this project included coordination with utility providers and contractors, permitting, engineering services, project management, coordination with surveyors, architects and other consultants, and requisition processing.



## REPEAT BUSINESS

ETM's ability to achieve project goals and produce a high quality product allows us to develop lasting relationships with our clients. In every project, large or small, complex or simple, our attention to detail translates to excellence. ETM's standing in the industry is reflective of our caliber in many different ways: through innovation, by developing cost-effective solutions to difficult problems, and by efficiently coordinating the many inter-related elements that are critical to every project.

ETM is proud of the fact that 95% of our clients provide us with recurring business. Following is a partial list of our repeat business.

### Nassau County

- Amelia Island Hotel - CEI
- Andrews Road - CEI
- Chester Road - CEI
- Continuing Contract for CEI
- CR 115
- Crawford Road Resurfacing - CEI
- Pages Dairy - CEI
- Sadler Road Diet

### Coastal Ridge

- Cross Town Drive
- Crosswater Parkway Extension and CEI
- Crosswater Parkway Shared-Use Path
- Landscape Architecture for Town Center Central Roadways
- Nocatee Cart Path Improvements Plan
- Nocatee Greenway Trails
- Nocatee I-95 Signage
- Nocatee Parkway/Coastal Ridge Interchange - CEI
- Nocatee Parkway Design and CEI
- Nocatee Roundabout Restriping
- Nocatee Surveying
- Nocatee Town Center Roads
- Nocatee Village Drive
- Preservation Trail Extension - CEI
- Tolomato CDD
- Split Pine CDD Engineer
- Tolomato CDD General Consulting Engineering Services
- Town Center Park Site - CEI
- US 1/Durbin Creek Bridge - CEI
- Valley Ridge Boulevard Extension and CEI

### Ben Carter Properties

- Deerwood Town Center
- Outlet Mall of Georgia
- Redesign, Drainage Easement and Coordination, Signal
- Reuse Main For Markets at Town Center
- St. Johns Town Center

### City of Jacksonville

- Bay Street Bridge Expansion at Hogans Creek
- Brooklyn Phase 1B Construction
- Closure of Trail Ridge Landfill
- Lonnie Miller Park Development
- Lonnie Miller Park Master Plan
- Lower Eastside Drainage Improvements
- NPDES Contract
- Preservation Project
- Program Management Services - Drainage Bond Program
- Project New Ground - Ash Remediation
- Sal Taylor Park - Closeout
- Septic Tank Phase Out
- Stormwater Utility

### Kindlewood CDD

- Double Branch Boulevard - 2 Lane
- Double Branch CDD General Consulting
- Double Branch Fitness Center
- Oakleaf-East Main Entrance
- Oakleaf - Old Middleburg Road - 4 Lane
- Oakleaf - Stonebrier
- Old Middleburg Road - 2 Lane
- The Village Center Improvements
- Waverly Neighborhood Park Engineering

## St. Johns County

- Armstrong Road Sidewalk Improvements
- Bishop Estates Road Crosswalk
- Continuing Engineering Services
- Continuing Traffic Engineering Services
- CR 210 Preliminary Roadway Engineering
- CR 210 West Traffic Signal Retiming
- Greenbrier Road/Roberts Road Traffic Signalization
- Kenton Morrison Road Intersection
- Mickler Road Preliminary Roadway Engineering
- Palmer Street/Evergreen Street Intersection Improvements
- Palm Valley Sidewalk Improvements
- PGA Tour/Marsh Landing/Solana Traffic Signalization
- Pope Road/CR A1A Traffic Signalization
- Pope Road/Mizell Road Sidewalk
- Race Track Road Median Closure Analysis
- Race Track Road Widening & Post Design
- Solana Road Crosswalk
- Traffic Counts/Delay Study
- US 1 Traffic Signal Warrant Analysis
- West Augustine In-Fill Housing/Preliminary Engineering Study

## Hutson Land Company

- Biennial Monitoring Report - Villages of Argyle
- BMR 2010 Villages of Argyle Drive
- BMR Villages of Argyle Drive AFI Parcel & Ranch Village
- CR 210
- Elkton Green
- Hutson Elkton Property
- Johns Creek Phase II, PUD Modifications
- Morocco Temple Site
- Newton Property
- Oakleaf
- Oakleaf Parcel 1 & 5 Master Site Planning
- Pye Wolf Contract Administration
- Silverleaf
- Silverleaf Plan - Stormwater Master Plan
- Water & Sewer Extension
- Wynnfield Lakes CDD

## ICI Homes

- 301 Villages
- Ashford Mills Site Investigation
- Beach Boulevard Turn Lane & Median Opening
- Palencia North Amenity Center & Park
- Palencia North Site Plan & Phase II
- Skinner ICI CDD Engineering Report
- Tamaya
- Vilano Beach Properties
- Wilford/Breakaway Trails
- Williams Tract Due Diligence

## Hines

- Glen St. Johns
- Las Calinas
- Marsh Front
- Marshall Creek CDD
- Murabella-Due Diligence
- Palencia General Engineering Services
- Palencia Layout & Evaluate Cost
- Palencia North Guard House & Parcel Development
- Palencia North Preliminary Engineering
- Palencia Site Plan Development - Avila
- Riverpointe - Due Diligence

## Pulte Homes

- Anderson/Greenbrier
- Arrowood - Bartram
- Avenues Walk
- Bayberry Modifications
- Clifton Village
- Cypress Bay
- Delwebb @ Plum Creek
- Fish Island
- Flagler Station
- Greenbrier - Bartram
- Heilow Property/CR 210
- Highwood
- Ironwood
- Marineland Lift Station Rehabilitation
- Midtowne
- Nocatee Oak Hammock
- Nocatee Tidewater
- Silverleaf

## REFERENCES

ETM's dedication to excellence has led to significant repeat business with our clients. Below are excerpts from several letters of recommendation we received from clients that reflect our performance.



"...ETM's professional staff has worked closely with the County to provide planning, design, permitting and construction administration services...It is without hesitation that I recommend ETM, and I am confident that they will provide you with the same outstanding service..."

**Faith Alkhatib, PE**  
**Flagler County Engineer**



"...ETM's staff has continually exhibited a commitment to maintaining project schedules and providing the necessary resources and technical expertise needed to assure the County's goals and objectives have been met on each work assignment. I am pleased with the professional services they have provided and would highly recommend their services to an agency..."

**Shawn Thomas, PE**  
**Former Clay County Project Administrator**



"... They have routinely provided superior engineering services, based upon the population of engineering firms from whom we process (permit) applications... Based upon their professional execution and responsive character, I am pleased to recommend ETM for any similar services."

**David Miracle**  
**SJRWMD Director**



"...England-Thims & Miller has been skilled in coordinating with the Florida Department of Transportation and the St. Johns River Water Management District to obtain the necessary permits...I would not hesitate to work with them on future projects."

**Alexa Sampselle, PE**  
**(Former City of Palm Coast) Traffic Engineer**



"...In addition to the engineering aspects of the Riberia Street project, ETM has assisted the City in obtaining grant funding in the form of a \$450,000 Florida Section 319 grant... Their staff members have been professional, responsive and easy to work with and I would not hesitate to work with them on future projects..."

**Martha Graham**  
**City of St. Augustine Public Works Director**



Subject: Letter of Recommendation  
England, Thims & Miller, Inc. (ETM)

To Whom It May Concern,

I have been asked to provide a letter of recommendation for the engineering and design firm of England, Thims & Miller, Inc. ETM has designed and managed more than \$200 million in roadway and utility construction for The PARC Group over the past ten years. Since the inception of the Nocatee development, ETM has served as our design and engineering consultant. Their efforts associated with this significant project have always been performed in the most professional manner.

ETM's responsibilities have included master drainage design, utilities, civil engineering, roadway planning and design, project bidding and preparation of programmatic budgets. They are currently engaged in large scale construction administration for our project and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACE, FDOT, and JEA for timely project completion. We have found ETM's capability to handle the dynamic requirements in a project with both environmental and public interest to be professional and effective.

I am pleased to recommend England, Thims & Miller, Inc.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregory J. Barbour", is written over the typed name.

Gregory J. Barbour



To Whom It May Concern:

It is with great pleasure that I write a recommendation for England-Thims & Miller, Inc. Over the last three decades, ICI Homes has built thousands of quality new homes in many of the finest master planned communities in Florida. ETM has supported our success by providing professional engineering services in communities such as Tamaya and Palencia. Their focus, attention to detail, and ability to bring solutions and a willingness to dig in to the many issues, sets them apart.

I have always been impressed with the reliability and level of commitment exhibited by England-Thims & Miller. Their teams are responsive, willing to adjust, and cognizant of program requirements critical to the success of the project. Their knowledge and familiarity with local governing agencies has proven instrumental in obtaining entitlements and permitting approvals from local and state governing agencies. They are currently engaged in large-scale construction administration services for our projects and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACOE, FDOT, St. Johns County, City of Jacksonville and JEA.

Their engineering responsibilities have included stormwater master planning and design, utility master planning and design, site development, transportation planning, CEI services, and preparation of programmatic budgets. They are exceptionally qualified to handle peak workloads, ensure proper management and positively impact quality and performance of the end product.

ETM has performed these tasks in a timely, cost-effective, and accurate manner. The work has been completed at the highest professional level with regard to local and state policies and regulations. Based upon their professional execution and responsiveness, I am pleased to recommend ETM.

Sincerely,

A handwritten signature in black ink, appearing to read "M. David Haas".

M. David Haas  
Chief Development Officer

**Intervest Construction, Inc.**

2379 Beville Road, Daytona Beach, FL 32119 • Voice 386.788.0820 • Fax 386.760.2237 • [www.ICIHomes.com](http://www.ICIHomes.com)

## Tolomato Community Development District

14875 Old St. Augustine Road, Jacksonville, Florida 32258  
Tel. (904) 288-9130 Fax (904) 288-9187

FICE Engineering Excellence Awards  
125 South Gadsden Street  
Tallahassee, FL 32301-1525  
Attn: Kate Ray, IOM

Subject: Town of Nocatee Phase 1  
Re: Client/Owner Letter

To Whom It May Concern:

I am pleased to provide this Owner's Letter for the 2008 FICE Engineering Excellence Award. Our engineer is currently designing and managing more than \$200 million dollars of roadway and utility construction for the Tolomato Community Development District. Since the inception of the Nocatee development in 1998 our engineer has served as our design and engineering consultant and we are pleased that the same key professionals have remained assigned to our project throughout. Their efforts associated with this significant project have always been performed in the most professional manner.

Their responsibilities have included: stormwater master planning and design, utility master planning and design, transportation planning and design, construction engineering and inspection (CEI) and preparation of programmatic budgets. They are currently engaged in large scale construction administration services for our project and have coordinated effectively with regulatory and cooperating agencies including SJRWMD, USACOE, FDOT, St. Johns County, City of Jacksonville and JEA for timely project completion. We have found their capability to handle the dynamic requirements in a project with both significant environmental and public interest to be professional and highly effective.

Should you have any questions please feel free to contact our office.

Sincerely,

Tolomato Community Development District

  
Rick Ray, Chairman  
Board of Supervisors



# St. Johns River Water Management District

Hans G. Tanzler III, Executive Director • David W. Fisk, Assistant Executive Director  
David Miracle, Jacksonville Service Center Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • (904) 730-6270 • Fax (904) 730-6292  
On the Internet at [floridaswater.com](http://floridaswater.com).

**SUBJECT: Letter of Recommendation  
England-Thims & Miller, Inc.**

To Whom It May Concern:

England-Thims & Miller, Inc. (ETM) has provided professional engineering services in North Florida since 1977. During this time, they have submitted thousands of ERP permit applications to our office.

They have routinely provided superior engineering services, based upon the population of engineering firms from whom we process applications. In many cases, the significant projects which are designed by their engineering staff are among the most complex in our area.

Based upon their professional execution and responsive character, I am pleased to recommend ETM for any similar services.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Miracle', is written over a horizontal line.

David L. Miracle, P.E.  
Director, Jacksonville Service Center  
St. Johns River Water Management District

---

#### GOVERNING BOARD

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ORMOND BEACH



*Julington Creek Plantation  
Community Development District*

950 Davis Pond Blvd. • Jacksonville, Florida 32259 • (904) 287-4180

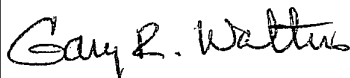
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To Whom It May Concern:

The firm of England Thims & Miller has served as District Engineer for the Julington Creek Community Development District since it was formed in October of 1994. In addition to providing general engineering guidance for the District, they have been in charge of major infrastructure development for the District. In that capacity they have been responsible for overseeing the design and provided construction management of the District's recreation and swimpark complex, and full responsibility for the design and construction management (currently underway) for the expansion of State Route 13 and Racetrack Roads.

We have found England Thims & Miller to be a very well qualified and competent engineering firm, and look forward to a continued relationship. We would not hesitate to recommend them to your organization. If have any additional questions, please feel free to contact me at (904) 676-0105.

Sincerely,



Gary R. Walters  
District Manager



# 3. Geographic Location



# 3

## GEOGRAPHIC LOCATION

The District Engineer's ability to provide responsive and timely support is critical to the successful execution of this project. All project aspects will be managed from our corporate headquarters in Jacksonville, located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258. ETM also has a local Nassau County office located at 463688 SR 200, #7, Yulee, Florida 32097.

Our local team of professionals are immediately available to work on this project.

Because our headquarters is only 41 miles from the District, ETM's Project Manager, George Katsaras, PE, can quickly respond to meeting requests or field reviews, and staff can be on-site to address needs in less than an hours notice.





## 4. Willingness to Meet Time and Budget Requirements



# 4

## WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

Because we recognize that the best solutions come from diverse experiences and perspectives, we bring together representatives from all facets of our business to identify effective solutions. In our experience, this level of collaboration has resulted in innovative solutions that create cost saving benefits for our clients.

### BUDGETING METHODS

ETM is recognized by our clients for the value we bring to their projects. We are defined by our ability to understand our clients' needs and we provide innovative solutions which render high-quality, cost effective designs. The ability to influence the technical and economic outcome of a project is greatest in the early planning phase. Because of this, we never take shortcuts in the planning process. The small-incremental investments we make in the early planning phases often result in tremendous reductions in engineering and construction costs.

### AVAILABILITY

Services provided by ETM will be completed by staff located in Jacksonville. Our team is comprised of local professionals who are immediately available to meet with the stakeholders, coordinate with local permitting agencies, and review projects in the field whenever necessary.

### SCHEDULE

Maintaining project schedules to eliminate delay and minimize cost is fundamentally important. The District can rely on ETM to meet all time and budget requirements and maintain a high level of service. We will accomplish this by:

- Developing a detailed work approach
- Developing a detailed schedule
- Identifying potential issues
- Sound project management
- Constant communication
- Principal involvement
- Commitment to effective Project Managers
- Communication between all dedicated team members





## QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

In order to meet the needs of our clients, ETM strives to balance three main elements that contribute to a successful project: quality, budget, and schedule. Maintaining project schedules to eliminate delay and minimize cost is fundamentally important and is reflected in our work. However, meeting budget constraints and schedule time frames is meaningless if the deliverables are subpar and lead to construction delays or change orders.

Therefore, adherence to our strict Quality Assurance/Quality Control (QA/QC) procedures is an everyday practice at ETM, regardless of the size of the project and is of such importance that ETM schedules separate QA/QC and constructability reviews prior to each phase submittal.

ETM's emphasis is placed on monitoring the following items:

- The sufficiency and quality of the design
- The proper presentation of the design on the contract documents
- The accuracy of the plans
- Our compliance with the Scope of Services

### Quality Assurance Plan

The objective of ETM's Quality Assurance plan is the continual improvement of our design and production methods to enhance the quality of the services we provide and is comprised of two elements: Quality Control and Internal Peer Review. Our Project Manager, George Katsaras, PE, will ensure that company procedures are being followed throughout the life of this contract.

We believe that most effective QA/QC includes maintaining the involvement of senior staff from project beginning to end. Scott Wild, PE, PSM, CFM, and George Katsaras, PE will be involved throughout the life of the contract.

### Internal Peer Review

To further ensure quality, ETM's Peer Review Committee reviews check prints for each project at least twice during the design phase by the Peer Review Committee composed of subject-matter experts, including three ETM Executive Vice Presidents who ensure compliance with corporate procedures. The Peer Review is an internal quality assurance check which is never billed to our clients.

### Constructability Review

Our in-house CEI personnel have tremendous construction experience, and we regularly leverage that experience to help produce efficient construction plans. Constructability reviews will be conducted on the design plans by our Construction Administration Officer, Buckley Williams, CCCA who will be supported by Jeff Brooks. These constructability reviews will focus on construction related efficiency and cost avoidance. These reviews will be conducted prior to each phase submittal to the District.



## 5. Certified Minority Business Enterprise



# 5

## CERTIFIED MINORITY BUSINESS ENTERPRISE

Although ETM is not a certified Minority Business Enterprise, we are committed to growing diversity in the engineering and professional services community. We accomplish this in the following ways:

1. Utilizing minority, disadvantaged, and underutilized subconsultant partners.
2. Sponsoring University scholarships focused on minority and disadvantaged individuals entering the profession.
3. Being a leader in the Hispanic business community.
4. Partnering with the FDOT for the Construction Career Days program which is focused on introducing the surveying, engineering and construction industry to high school students across five counties.

**During the last five years, ETM contracted \$27 Million to subconsultant firms. Overall \$9.5 Million was subcontracted to Minority firms (35.2% of the subconsultant services).**

FDOT DBE USAGE		
Year	DBE Usage	Grade
2008	24.98%	A+
2009	18.17%	A+
2010	10.6%	B
2011	17.02%	A+
2012	12.25%	A
2013	15.96%	A+
2014	10.39%	B
2015	28.66%	A+
2016	10.59%	B
2017	20.73%	A+
2018	20.19%	A+
2019	16.30%	A
2020	21.39%	A+
<b>Average: 17.47%</b>		

Diversity within the engineering profession is supported by ETM’s identification of opportunities to assist those who may be disadvantaged. One example is our Platinum Sponsorship of the John Delaney Endowment at the University of North Florida. This endowment provides a scholarship each year to minority students pursuing a degree in the field of engineering.

The District’s ability to meet applicable Minority Business Enterprise (MBE) utilization goals will be enhanced by our long-standing commitment and proven track record of meeting or exceeding minimum participation requirement established by public agencies.

Our DBE utilization program undergoes extensive audits by the FDOT. The table to the left is a listing of ETM’s usage since 2008.



## 6. Recent, Current and Projected Workloads



# 6

## RECENT, CURRENT, AND PROJECTED WORKLOADS



Our forecasting methods allow us to review backlog, scheduled submittals, and proposed staff commitments. The ETM team has evaluated our current workload and has assessed that we have more than sufficient capacity to continue working as the District Engineer.

Our Client Relations & Project Strategy Officer, Scott Wild, PE, PSM, CFM, as well as our Project Manager, George Katsaras, PE, have extensive experience with Community Development Districts and Master Planned Communities. George and Scott have established themselves as proven client advocates with an essential understanding of the challenges and opportunities facing the District, and are personally committed to seeing this project through to completion.

There are no known commitments that will conflict with the availability of any of our key personnel on this contract. All team members currently assigned to the District will continue to be assigned, will perform the work, and will be available throughout the life of this contract.

The table shown on the following page indicates the projects currently being performed by the key ETM team members identified in Section 1, the stage of completion, and the projected availability of the team members to support Three Rivers CDD.

Project Team Members	Current Projects	Stage of Completion	Projected Availability
Scott Wild, PE, PSM, CFM	Tributary	5%	20%
	Cordova Palms	80%	
	Six Mile Creek CDD (Trailmark)	60%	
	Creekview Trail	20%	
	Boggy Branch CDD (E-Town)	10%	
George Katsaras, PE	Tributary	5%	35%
	Del Webb-Wildlight	90%	
	Kindlewood	75%	
Neal Milligan, PE	Tributary	5%	30%
	Kindlewood CDD	75%	
	Southeast Quadrant Phase 2	50%	
AJ Booth, PE	Powers Avenue Residential Development	60%	30%
	SEC Greenbriar Commercial Site	95%	
	E-Town Grocer Commercial Site	95%	
	Bartram Springs Promenade Parcel 5-6	90%	
Jason Hall, PE	Old Middleburg Road South (COJ)	60%	55%
	St. Augustine Downtown Improvements	60%	
	Silverlake Drive (Silverleaf)	90%	
Karl Soderholm, PLA, AICP	East Nassau Stewardship District	15%	30%
	Shipyards	10%	
	Big Island CDD	40%	
Buckley Williams, CCCA	FDOT Continuing Services Contract	15%	30%
	Flagler County Graham Swamp Trail	15%	
	Various Land Development	30%	
Jeff Brooks	Wildlight 1C-2 (Forrest Park)	85%	75%
	Six Mile Creek CDD - Phase 9, 9A, and 9B	5%	
	Brooks Bartram Drive Extension	85%	

## **7. Volume of Work Previously Awarded to Consultant by District**



# 7

## VOLUME OF WORK PREVIOUSLY AWARDED



ETM is in the process of designing the following projects within the limits of the District:

- Supplemental Engineers Report Development
- Master Utility Plan/Modeling/Permitting
- Master Stormwater Plan/Permitting
- Construction Document Preparation

The Three Rivers CDD requires:

- A high-level thinking approach
- Issue identification
- Solution strategy
- Implementation production
- “Boots on the ground”





## 8. Professional Licenses



# PROFESSIONAL LICENSES

Ron DeSantis, Governor

STATE OF FLORIDA

FBPE  
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WILD, SCOTT ASHLEY**  
1180 MILL CREEK DRIVE  
JACKSONVILLE FL 32259

LICENSE NUMBER: PE47030  
EXPIRATION DATE: FEBRUARY 28, 2023  
Always verify licenses online at MyFloridaLicense.com

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STATE OF FLORIDA

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FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**BOOTH, ANDREW JOHN**  
26 GABACHO COURT  
ST. AUGUSTINE FL 32095

LICENSE NUMBER: PE82302  
EXPIRATION DATE: FEBRUARY 28, 2023  
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**KATSARAS, GEORGE VASILIOS**  
5019 MONROE FOREST DRIVE  
JACKSONVILLE FL 32257

LICENSE NUMBER: PE54679  
EXPIRATION DATE: FEBRUARY 28, 2023  
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**HALL, JASON TYRON**  
14775 OLD ST. AUGUSTINE RD  
JACKSONVILLE FL 32258

LICENSE NUMBER: PE62467  
EXPIRATION DATE: FEBRUARY 28, 2023  
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BOARD OF PROFESSIONAL ENGINEERS  
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**MILLIGAN, NEAL JOHN**  
1604 DUNSFORD ROAD  
JACKSONVILLE FL 32207

LICENSE NUMBER: PE35951  
EXPIRATION DATE: FEBRUARY 28, 2023  
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Ron DeSantis, Governor

STATE OF FLORIDA

FLORIDA  
dbpr  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE  
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**SODERHOLM, KARL M**  
ENGLAND THIMS & MILLER INC  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE FL 32258

LICENSE NUMBER: LA6666736  
EXPIRATION DATE: NOVEMBER 30, 2021  
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**9. Architect-Engineer  
Standard Form No. 330**



# ARCHITECT-ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Request for Qualifications for Engineering Services for the Three Rivers Community Development District	
2. PUBLIC NOTICE DATE June 24, 2021	3. SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Scott Wild, PE, PSM, CFM		
5. NAME OF FIRM England-Thims & Miller, Inc.		
6. TELEPHONE NUMBER (904) 642-8990	7. FAX NUMBER (904) 646-9485	8. E-MAIL ADDRESS WildS@etminc.com

### C. PROPOSED TEAM

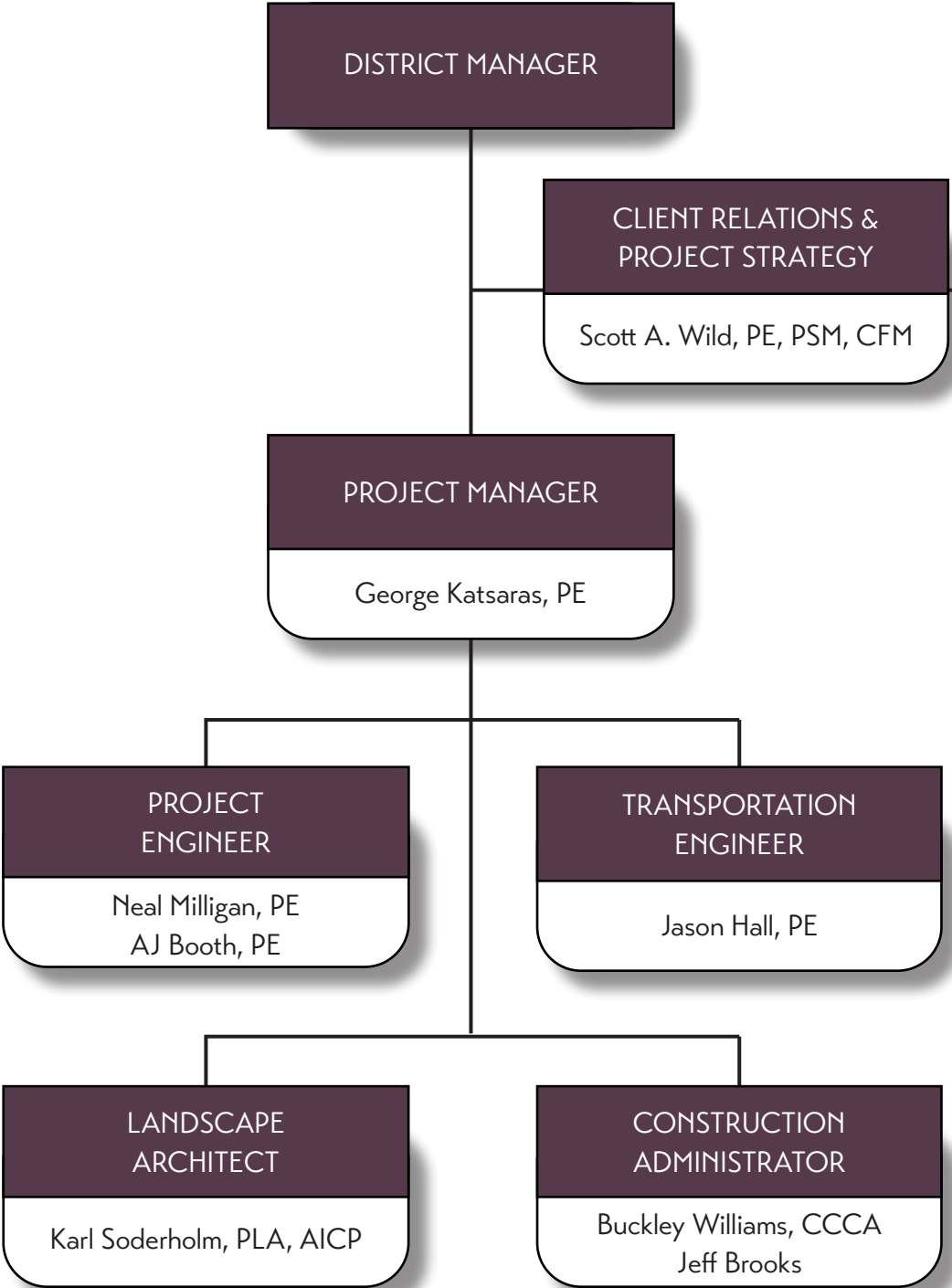
*(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	JV	PARTNER	SUBCON-TRACTOR			
a.	✓				England-Thims & Miller, Inc.  <input type="checkbox"/> CHECK IF BRANCH OFFICE	14775 Old St. Augustine Road Jacksonville, Florida 32258	District Engineer
b.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

# ORGANIZATIONAL CHART



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Scott Wild, PE, CFM, PSM	13. ROLE IN THIS CONTRACT Client Relations & Project Strategy	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 32
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i> M.S., Environmental Engineering, University of South Florida, 1997 B.S., Civil Engineering, University of Florida, 1989		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer, No. 47030 Florida Professional Land Surveyor, No. 5077 Certified Floodplain Manager, US-09-04538	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. Tolomato Community Development District (Nocatee) Ponte Vedra, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QA/QC Principal for the 15,000 acre, 30,000 person mixed-use DRI, which has been ranked as the nation's third best-selling Master Planned Community in the nation. Responsibilities include master planning and engineering of water supply, sewer treatment, stormwater management, roadway construction and PSC regulated utility.		
b. Aberdeen Community Development District St. Johns County, Florida	2007	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer for this 1,313 acre mixed-use development which includes 60,000 square feet of commercial space, 40,000 square feet of office space, 1,623 single-family residential units and 395 multi-family units, an elementary school, and 10,000 square feet of neighborhood center uses. Responsibilities include: master planning and design of utilities.		
c. Bartram Springs Community Development District Jacksonville, Florida	Ongoing	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer for this 1,000 acre southeast development which includes 1,400 single-family lots, a multi-family parcel, a retail component, a city park site, an elementary school, and an amenity center. Responsibilities include obtaining concurrency and zoning approvals during the due diligence phase, and providing design and permitting.		
d. Durbin Crossing Community Development District St. Johns County, Florida	2007	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm District Engineer for this 2,047 acre mixed-use development which includes 100,000 square feet of commercial space, 70,000 square feet of office space, 1,551 single-family residential units, 947 multi-family units, and a school.		
e. South Hampton St. Johns County, Florida	2008	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager for this 900 acre development, which features 779 single-family lots, a McCumber designed golf course, a 10 acre retail outparcel, an amenity area, a golf course clubhouse and a golf course maintenance area. Responsibilities included obtaining concurrency and zoning approvals during the due diligence phase of this project.		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  George Katsaras, PE	13. ROLE IN THIS CONTRACT  Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 24
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i> B.S., Civil Engineering, Florida State University, 1994		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer, Florida No. 54679	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Johnson & Johnson Vision Jacksonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> Project Engineer responsible for the design and development of the detailed construction documents for this $\pm 70$ acre multi-phase manufacturing/office development in Deerwood Park. Responsibilities also included environmental permitting with both local and state agencies.		
(1) TITLE AND LOCATION <i>(City and State)</i> Blue Cross and Blue Shield, Phase 2 and 3 Jacksonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> Project Engineer responsible for the paving and drainage design, water and sewer design, and environmental permitting for this 138 acre multi-building/multi-story office development in Deerwood Park.		
(1) TITLE AND LOCATION <i>(City and State)</i> Camp Blanding MCTFT Campus Improvement Project Florida National Guard	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> Design Engineer for the $\pm 3.5$ acre expansion project. The project included drainage design of on-site stormwater management facilities, parking lot design, utility design, and permitting with State and local agencies. Project required coordination with multi-disciplines including architectural, geotechnical, survey and MEP consultants.		
(1) TITLE AND LOCATION <i>(City and State)</i> Deer Lake Drive Jacksonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> Project Engineer responsible for the design and development of the detailed construction documents for this $\pm \frac{3}{4}$ mile roadway within the Deerwood Park office district. Responsibilities included drainage design, water and sewer design, and environmental permitting.		
(1) TITLE AND LOCATION <i>(City and State)</i> Gate Parkway Extension Jacksonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span> Project Manager responsible for the design and permitting of this 1.5 mile, four lane divided roadway. Responsibilities also included coordination of the construction administration process and final acceptance of the roadway by the City and other permitting authorities.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME  Neal Milligan, PE	13. ROLE IN THIS CONTRACT  Senior Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 27
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i>  M.S., Civil Engineering, University of Florida, 1989		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Professional Engineer, Florida No. 45951	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>  Professional Associations: City of Jacksonville Building Code Adjustment Board			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Rivertown Community Development District St. Johns County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for obtaining the master WMD permits, DEP permits and County approval for the 1,300 acre project, in addition to providing grading, paving, drainage, water and sewer design for the following 5 distinct districts within the DRI.		
(1) TITLE AND LOCATION <i>(City and State)</i> Flora Parke Nassau County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for obtaining the master WMD permit for the 306 acre subdivision, in addition to site planning and design of neighborhood grading, storm drainage systems, water systems and sewer systems.		
(1) TITLE AND LOCATION <i>(City and State)</i> Riverwood at Nocatee Jacksonville, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for providing engineering services for Riverwood Village within the Nocatee DRI. Riverwood Village is a 1,000± acre active-adult residential community that includes a variety of single-family lot types, multi-family development, recreational facilities, civic, and community uses in a village development form.		
(1) TITLE AND LOCATION <i>(City and State)</i> Palencia North St. Johns County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for engineering services for Phase 2 of the Palencia North development which is located along US 1 and International Golf Parkway. The 2,350 acre Master Planned Community offers a full spectrum of home sites plus ancillary retail and office opportunities along with more than 33 acres of parks, trails and open areas.		
(1) TITLE AND LOCATION <i>(City and State)</i> Durbin Crossing Community Development District St. Johns County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer responsible for providing professional engineering services related to the proposed development of 218± townhome units within Durbin Crossing Parcel Y. This 33.5 acre site is located just off St. Johns Parkway. This project includes the planning, surveying, engineering, and permitting necessary to develop the townhome units.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  AJ Booth, PE	13. ROLE IN THIS CONTRACT  Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 9	b. WITH CURRENT FIRM 9
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i>  B.S., Civil Engineering, University of North Florida, 2012		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Florida Professional Engineer, No. 82302	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

**19. RELEVANT PROJECTS**

	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
(1) TITLE AND LOCATION <i>(City and State)</i> <b>Lonnie Miller Park Improvements</b> Jacksonville, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span>  Project Engineer responsible for preparing the engineering plans for the park development to include parking, stormwater management and JEA water and sewer facilities to support the proposed amenities. He designed the amenities to reuse the soil from the stormwater pond to provide fill required to provide grades		
(1) TITLE AND LOCATION <i>(City and State)</i> <b>Celebration Pointe</b> Alachua County, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span>  Engineering Intern tasked with providing AutoCad and engineering support to the design team responsible for engineering services related to a 212± acre mixed-use Transit Oriented Development project located in the Northwest quadrant of I-75 and Archer Road in Gainesville, Florida.		
(1) TITLE AND LOCATION <i>(City and State)</i> <b>Grace Farms</b> Duval County, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span>  Engineering Intern responsible for helping with engineering services related a 22± acre single family development located on the Northeast quadrant of Plummer Grant Road and Joda Lane North in Jacksonville, Florida. ETM's efforts for this project included site planning, rezoning, concurrency, permitting, construction plans, landscape plans and CEI.		
(1) TITLE AND LOCATION <i>(City and State)</i> <b>CVS Pharmacy</b> Ormond Beach, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input checked="" type="checkbox"/> Check if project performed with current firm</span>  Engineering Intern responsible for helping with engineering services related to the construction of a CVS Pharmacy located at the intersection of SR 40 and Nova Road. ETM's efforts included site planning, surveying, water and sewer design, stormwater management system design, landscape design, permitting and contract representation.		
(1) TITLE AND LOCATION <i>(City and State)</i>    (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <span style="float: right;"><input type="checkbox"/> Check if project performed with current firm</span>		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME <b>Jason Hall, PE</b>	13. ROLE IN THIS CONTRACT <b>Transportation Engineer</b>	14. YEARS EXPERIENCE a. TOTAL <b>21</b> b. WITH CURRENT FIRM <b>21</b>	
15. FIRM NAME AND LOCATION <i>(City and State)</i> <b>England-Thims &amp; Miller, Inc.</b>			
16. EDUCATION <i>(Degree and Specialization)</i> <b>B.S., Civil Engineering, University of Florida, 2000</b>		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> <b>Florida Professional Engineer, No. 62467</b>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> <b>Certifications: Advance Work Zone Certified</b>			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> <b>Silverleaf Plantation Jacksonville, Florida</b>	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Engineer of Record responsible for the Potable Water, Reuse Water and Sanitary Force Main transmission layout and the design of 2 miles of the internal roadway system for SilverLeaf Plantation which is a ±7,285-acre, mixed-use DRI.</b>		
(1) TITLE AND LOCATION <i>(City and State)</i> <b>Downtown Improvements District St. Augustine, Florida</b>	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager for the design and permitting for the reconstruction of the three streets and the associated utilities in the Downtown St. Augustine Historic District to match the newly adopted streetscape guidelines. Responsibilities included roadway and drainage design, utility design and coordination, signing and temporary traffic control.</b>		
(1) TITLE AND LOCATION <i>(City and State)</i> <b>Riberia Street Improvements St. Augustine, Florida</b>	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager for the design and permitting of the reconstruction of Riberia Street. The built-out urban conditions required innovative drainage solutions as well as detailed roadway and utility designs. Responsibilities included roadway and drainage design, signing and marking, utility design, maintenance of traffic, permitting and grant writing.</b>		
(1) TITLE AND LOCATION <i>(City and State)</i> <b>Durbin Creek Boulevard St. Johns County, Florida</b>	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer for the design and reconstruction of approximately 0.6 miles of 2-lane roadway as a 4-lane divided roadway. This design included a roundabout intersection, drainage improvements and signalization.</b>		
(1) TITLE AND LOCATION <i>(City and State)</i> <b>Avenue D St. Augustine, Florida</b>	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Manager for the design and permitting for the construction of Avenue D, which consisted of a 2-lane undivided urban section and a 4-lane divided urban section. Responsibilities included roadway and drainage design, signing and marking, utility design, maintenance of traffic, permitting and grant writing support.</b>		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Karl Soderholm, PLA, AICP	13. ROLE IN THIS CONTRACT  Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 17

15. FIRM NAME AND LOCATION *(City and State)*  
England-Thims & Miller, Inc. (Jacksonville, FLorida)

16. EDUCATION <i>(Degree and Specialization)</i>  B.S., Landscape Architecture, University of Florida, 1999	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>  Florida Landscape Architect, No. LA 6666736 Georgia Landscape Architect, No. LA 001522 American Institute of Certified Planners, No. 023714 LEED Accredited Professional; Certified Grant Writer
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
Professional Associations: American Society of Landscape Architects, American Planning Association, Florida Planning and Zoning Association

**19. RELEVANT PROJECTS**

a. (1) TITLE AND LOCATION <i>(City and State)</i> Nocatee Ponte Vedra, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Leading Site Planner for Nocatee, developing site plans for many of the projects developed within the DRI including the commercial town center. In addition, he has served as Landscape Architect for the development of several projects within the development.		
b. (1) TITLE AND LOCATION <i>(City and State)</i> Cordova Palms DRI St. Johns County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Cordova Palms DRI situated along US 1 is a Master Planned Community of 580 acres. The development program includes 1,700 multi-family units, 1 Million square feet of retail and office space, as well as an elementary school and public park to serve the needs of the community.		
c. (1) TITLE AND LOCATION <i>(City and State)</i> Nocatee Town Center Ponte Vedra, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008	CONSTRUCTION <i>(If applicable)</i> 2010
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Landscape Architect for this project which is a new town covering 14,000 acres of land bridging two counties. Scope of work included conceptual site planning, hardscape, landscape, irrigation design, as well as CEI Services. The first phase of a large planned town center development incorporates significant hardscape and pedestrian elements.		
d. (1) TITLE AND LOCATION <i>(City and State)</i> SilverLeaf Plantation DRI St. Johns County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm SilverLeaf Plantation DRI is a Master Planned Community encompassing 7,300 acres. Included in the project is the design of 10,700 Residential Units and 1.7 million square feet of retail, office, and light Industrial uses.		
e. (1) TITLE AND LOCATION <i>(City and State)</i> Governors Park DRI Clay County, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm The Governors Park DRI situated along the proposed First Coast Outer Beltway in Clay County is a Master Planned Community of 3,200 acres. The development program includes 3.5 million square feet of non-residential development, 6,000 residential units, as well as schools and public parks to serve the needs of the community.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT***(Complete one Section E for each key person.)*

12. NAME Buckley Williams, CCCA	13. ROLE IN THIS CONTRACT Construction Administration	14. YEARS EXPERIENCE a. TOTAL 29 b. WITH CURRENT FIRM 27	
15. FIRM NAME AND LOCATION <i>(City and State)</i> England-Thims & Miller, Inc.			
16. EDUCATION <i>(Degree and Specialization)</i> B.S., Building Construction, University of Florida, 1992		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Certifications: Certified Construction Contract Administrator (CCCA)			

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i> Six Mile Creek St. Johns County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Duties included construction management, directing an inspection team, complete utility coordination with BellSouth, Florida Power & Light, Co., Media One, Peoples Gas and other utility companies, presiding over weekly coordination meetings, shop drawing review, schedule analysis, claims tracking, change order procurement, and monthly reports.		
(1) TITLE AND LOCATION <i>(City and State)</i> Oakleaf Plantation, Doublebranch Community Development District Clay County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Construction Manager responsible for the day-to-day coordination efforts of 6 residential and connector highway construction projects, including Amenity Site Construction, totaling approximately \$22 Million. Responsible for addressing Owner initiatives and the introduction of multiple utility agency infrastructure improvements within limits.		
(1) TITLE AND LOCATION <i>(City and State)</i> Aberdeen and Durbin Crossing Community Development Districts St. Johns County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i> Ongoing	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Administrator for a large subdivision and county roadway project (over \$120 Million) located between CR 210 and Race Track Road. His responsibilities included project management/contract administration and the supervision of inspection staff.		
(1) TITLE AND LOCATION <i>(City and State)</i> Trail Ridge Landfill Closure Duval County, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Quality Control Monitor for a 24-acre, multi-terrace, closure system including oversight of intermediate cover, clay liner system, HDPE downcomer drainage system, terrace underdrain installations, 24" final topsoil cover, etc. Responsible for inspection duties and direct sampling of regulatory testing for permeability, gradation, etc.		
(1) TITLE AND LOCATION <i>(City and State)</i> Nocatee DRI Duval and St. Johns Counties, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES   CONSTRUCTION <i>(If applicable)</i>	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Project Manager on a 15,000 acre, 30,000-person, mixed-use DRI. Responsibilities include day-to-day coordination efforts of the complex inspection program including infrastructure improvements such as roadway, stormwater management facilities, water/sewer/reuse utility improvements, bridge and box culvert improvements.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

*(Complete one Section E for each key person.)*

12. NAME  Jeff Brooks	13. ROLE IN THIS CONTRACT  Construction Administration	14. YEARS EXPERIENCE	
		a. TOTAL 37	b. WITH CURRENT FIRM 8

15. FIRM NAME AND LOCATION *(City and State)*  
England-Thims & Miller, Inc.

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*  
CTQP Asphalt Paving Tech Level I & II, CTQP Concrete Field Tech Level I, CTQP Earthworks Inspection Level 2, CTQP Drilled Shaft, ACI Concrete Field Testing Tech Grade I, FDOT Advanced MOT, NPDES FDEP Stormwater Inspector, Hazwoper

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
<b>a.</b> (1) TITLE AND LOCATION <i>(City and State)</i> Six Mile Creek St. Johns County, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector for the Six Mile Creek North project, which is located in the 4,000 acre Six Mile Creek PUD area of the World Golf Village, St. Johns DRI. The project is an exclusive private gated community of single family residential lots, the Laterra Resort, the King and the Bear golf course, clubhouse, restaurant, pro shop, driving range, and practice facility.		
<b>b.</b> (1) TITLE AND LOCATION <i>(City and State)</i> Durbin Crossing Community Development District St. Johns County, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector for construction services related to the proposed development of 218± townhome units within Durbin Crossing Parcel Y. This 33.5 acre site is located in St. Johns County, just off St. Johns Parkway. This project includes the planning, surveying, engineering, and permitting necessary to develop the townhome units.		
<b>c.</b> (1) TITLE AND LOCATION <i>(City and State)</i> Tamaya Duval County, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector for construction services related to the Tamaya development. In addition to 2,400 homes, Tamaya will include more than 500,000 square feet of commercial/retail space and a \$10 Million amenity center with a 10,000 square foot clubhouse behind a grand gatehouse and entrance featuring a cascading water element.		
<b>d.</b> (1) TITLE AND LOCATION <i>(City and State)</i> Pine Ridge Plantation Clay County, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Provided construction monitoring services for this multi-phase, planned subdivision in Clay County.		
<b>e.</b> (1) TITLE AND LOCATION <i>(City and State)</i> Palencia North St. Johns County, Florida  (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Inspector for construction services related to this project along US 1 and International Golf Parkway. The 2,350 acre Master Planned Community offers a full-spectrum of home sites plus ancillary retail and office opportunities along with more than 33 acres of parks, trails and open areas.		

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION <i>(City and State)</i> East Nassau Stewardship District (Nassau County, Florida)		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER East Nassau Stewardship District	b. POINT OF CONTACT NAME Mike Hahaj	c. POINT OF CONTACT TELEPHONE NUMBER (904) 321-1030

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

ETM is the District Engineer for the East Nassau Stewardship District, which is a 24,000 acre DRI project, that includes 640 acres of commercial development. At total build-out, this project will include 11,000,000 square feet of non-residential space, 550,000 square feet of commercial space and 24,000 residential units. ETM is responsible for providing engineering reports, cost estimates, and plan review to ensure the proper construction of improvements within the District.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f. (1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER <b>2</b>
21. TITLE AND LOCATION <i>(City and State)</i> Tolomato Community Development District (Nocatee) St. Johns County, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing
CONSTRUCTION <i>(If applicable)</i>		

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>The Parc Group</b>	b. POINT OF CONTACT NAME <b>Rick Ray</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(904) 992-9750</b>
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Nocatee is one of the top 10 best selling communities in the nation. This 15,000 acre parcel, at total build-out, will consist of 14,000 residential units, 5 Million square feet of non-residential space and recreation/open spaces, churches, schools and civic uses. ETM is proud of our involvement in the engineering design, planning and landscape architecture of this project. We have been involved with this project since 1997, when The PARC Group began the conceptual planning process.

In addition to providing the lead design consulting services, ETM was responsible for the design, permitting, and construction management of over four miles of Greenway Trails within Nocatee. The trails provide connections between communities, parks and commercial districts. As part of an overall circulation plan within Nocatee, the trails and shared-use paths are 16 feet wide in order to accommodate pedestrian, bicycle and other typical modes of transportation, including golf carts and low-speed vehicles.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<b>a.</b>	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
<b>b.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>c.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>d.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>e.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
<b>f.</b>	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
 (Present as many projects as requested by the agency, or 10 projects, if not specified.  
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER  
 3

21. TITLE AND LOCATION (City and State) Kindewood Community Development District Jacksonville, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER The Hutson Companies	b. POINT OF CONTACT NAME David Hutson	c. POINT OF CONTACT TELEPHONE NUMBER (904) 262-7718
--	--	--

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

ETM was responsible for the master planning of this 10,000 acre DRI project. The project included roadway design, utility design and master stormwater management design and permitting. In 1999, ETM served as lead consultant in a major modification to the Argyle Forest DRI.

The land development work included engineering and landscape design of over 5,000 residential units, two amenity centers with each over \$7 Million, a regional baseball softball park, a regional soccer park, and over 1 million square feet of retail and commercial space. ETM was responsible for the day-to-day coordination efforts of six residential and connector highway construction projects including Amenity Site Construction, totaling approximately \$22 Million. This project includes over 10 miles of connector roadway and infrastructure improvements, JEA and Clay County Utility Authority improvements, amenity center construction, box culvert construction, landscape and irrigation improvements and lot development services.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
*(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*

20. EXAMPLE PROJECT KEY NUMBER  
**4**

21. TITLE AND LOCATION <i>(City and State)</i> Bartram Springs Community Development District Jacksonville, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Southstar Development Partners, Inc.	b. POINT OF CONTACT NAME Kimball Woodbury	c. POINT OF CONTACT TELEPHONE NUMBER (305) 476-1514
--	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Bartram Springs is a 1,400 lot single family development in Southeast Duval County located on the northside of Race Track Road immediately west of Philips Highway. The site is over 1,000 acres, half of which are wetlands that discharge to a Durbin Creek tributary. Additional features and elements include: a multi-family parcel, a retail component, a city park site, an elementary school and an amenity area.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
 (Present as many projects as requested by the agency, or 10 projects, if not specified.  
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER  
 5

21. TITLE AND LOCATION (City and State) Bartram Park (Jacksonville, Florida)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable)

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Eastland	b. POINT OF CONTACT NAME Tom Dodson	c. POINT OF CONTACT TELEPHONE NUMBER (904) 280-7100
------------------------------	--	--

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

Bartram Park is a 3,600 acre mixed-use DRI. The project is located in south Duval County and north St. Johns County along Interstate 95. The proposed development consists of 2,000± single-family units, 7,000± multi-family units, 1.3 million square feet of commercial space, 1.6 million square feet office space and 330± hotel rooms. As part of the DRI, over 2,000 ± acres of preservation land was provided along Julington and Durbin Creek.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

**F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT**  
 (Present as many projects as requested by the agency, or 10 projects, if not specified.  
 Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER  
6

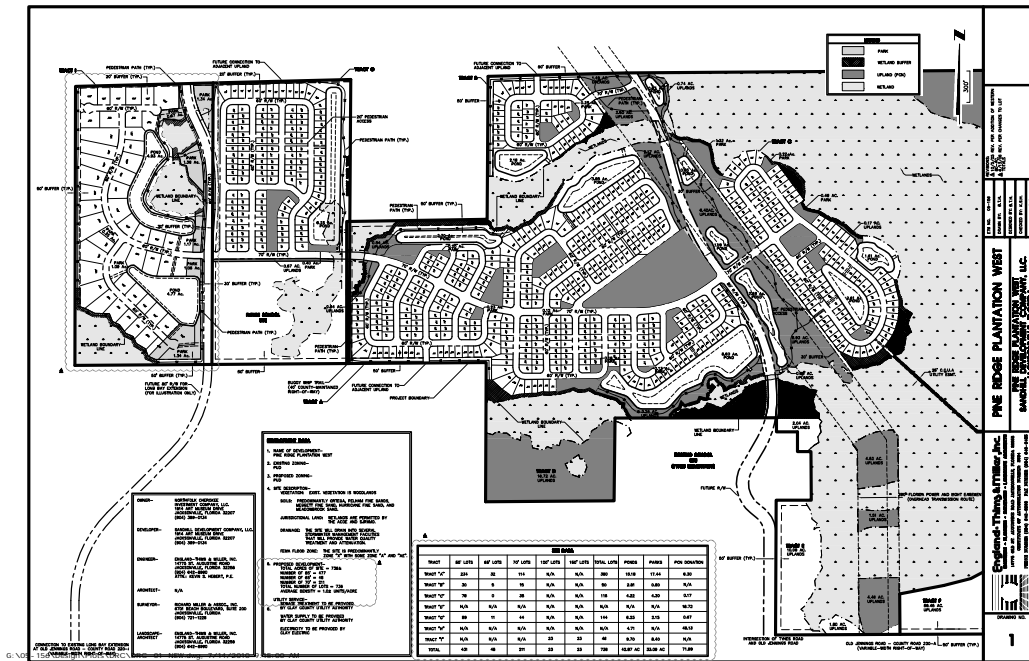
21. TITLE AND LOCATION (City and State) Pine Ridge Plantation (Clay County, Florida)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Tynes Partners, LLC	b. POINT OF CONTACT NAME Levi Ritter	c. POINT OF CONTACT TELEPHONE NUMBER (904) 399-0134
---	---	--

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)**

ETM was contracted by Tynes Partners, LLC to provide professional engineering services related to a 116 single family lot subdivision located within the Pine Ridge Development in Clay County. ETM's efforts for this project included master site plan, water and sewer design, stormwater collection system design, roadway design, regulatory permitting and construction administration.



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION (City and State) Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION <i>(City and State)</i> Beach Community Development District (Duval County, Florida)		22. YEAR COMPLETED PROFESSIONAL SERVICES Ongoing CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Beach Community Development District	b. POINT OF CONTACT NAME Jill Cupps	c. POINT OF CONTACT TELEPHONE NUMBER (407) 382-3256
--	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

ETM was contracted by Beach CDD to provide professional engineering support services related to the operation of the CDD in Duval County. ETM's efforts for this project included coordination with utility providers, coordination with contractors, permitting, engineering services, project management, coordination with surveyors, architects and other consultants and requisition processing.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME England-Thims & Miller, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Jacksonville, Florida	(3) ROLE District Engineer
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE



---

**H. ADDITIONAL INFORMATION**

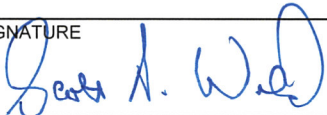
---

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

---

**I. AUTHORIZED REPRESENTATIVE***The foregoing is a statement of facts.*

31. SIGNATURE



32. DATE

June 24, 2021

33. NAME AND TITLE

Scott Wild, PE, PSM, CFM, Executive Vice President



# ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

## PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

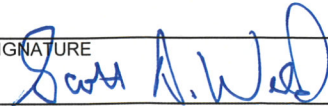
2a. FIRM (or Branch Office) NAME England-Thims & Miller, Inc.			3. YEAR ESTABLISHED 1982	4. UNIQUE ENTITY IDENTIFIER 09-783-0251
2b. STREET 14775 Old St. Augustine Road			5. OWNERSHIP	
2c. CITY Jacksonville	2d. STATE FL	2e. ZIP CODE 32258	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Scott Wild, PE, PSM, CFM, Executive Vice President			b. SMALL BUSINESS STATUS N/A	
6b. TELEPHONE NUMBER (904) 642-8990		6c. EMAIL ADDRESS WildS@etminc.com		
8a. FORMER FIRM NAME(S) (If any) Bassett, England & Thims, Inc.			8b. YEAR ESTABLISHED 1977	8c. UNIQUE ENTITY IDENTIFIER 09-783-0251

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	44		C02	Cemeteries	1
08	CADD Technician	18		C10	Shopping Center	4
12	Civil Engineer	41		C11	Community Facilities	1
15	Construction Inspector	35		C15	Construction Management	8
16	Construction Manager	8		E09	Environmental Impact	1
29	GIS Specialist	9		H07	Highway/Streets	5
39	Landscape Architect	7		H09	Hospital & Medical Facilities	2
47	Planner: Urban/Regional	4		H11	Housing	6
48	Project Manager	22		I01	Industrial Buildings	2
58	Technician/Analyst	1		I06	Irrigation/Drainage	2
	Survey	66		L03	Landscape Architecture	2
				O01	Office Building	1
				P05	Planning-Area	3
				P06	Planning-Site	6
				P07	Land Fills	2
				S10	Surveying	2
				S13	Storm Water	6
				T03	Traffic Engineering	6
				U02	Community Development	1
				O03	Utilities	2
	Other Employees			W02	Ground Water	4
				W03	Water Treatment	1
	<b>Total</b>	255				

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	2	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million	10. \$50 million or greater
c. Total Work	9	3. \$250,000 to less than \$500,000	4. \$500,000 to less than \$1 million	5. \$1 million to less than \$2 million	

## 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE June 24, 2021
c. NAME AND TITLE Scott Wild, PE, PSM, CFM, Executive Vice President	



# ETM

England-Thims & Miller, Inc.

VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Rd.  
Jacksonville, FL 32258

☎ 904-642-8990

📠 904-646-9485

[www.etminc.com](http://www.etminc.com)

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

**5C**

## THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

### DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS

#### COMPETITIVE SELECTION CRITERIA

**1) Ability and Adequacy of Professional Personnel** (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

**2) Consultant's Past Performance** (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

**3) Geographic Location** (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

**4) Willingness to Meet Time and Budget Requirements** (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

**5) Certified Minority Business Enterprise** (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

**6) Recent, Current and Projected Workloads** (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

**7) Volume of Work Previously Awarded to Consultant by District** (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

**Three Rivers Community Development District  
Request for Qualifications – District Engineering Services**

**Competitive Selection Criteria**

	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
<i>weight factor</i>	<b>25</b>	<b>25</b>	<b>20</b>	<b>15</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>100</b>
NAME OF RESPONDENT								
1 <b>England-Thims &amp; Miller, Inc.</b>								

Board Member's Signature \_\_\_\_\_

Date \_\_\_\_\_

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

# 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
		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			

### Jul-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

### 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				

Date	Event	Responsibility
Week of May 31 <sup>st</sup>	<ul style="list-style-type: none"> <li>Distribute draft of Supplemental Engineer's Report</li> <li>Distribute draft of Preliminary Assessment Methodology</li> <li>Distribute draft of Supplemental Indenture</li> <li>Distribute draft of Delegation Resolution</li> </ul>	DE AC BC BC
Week of June 7 <sup>th</sup>	<ul style="list-style-type: none"> <li>Distribute drafts of PLOM, BPA, CDA</li> <li>Distribute drafts of True-Up Agreement, Completion Agreement, Collateral Assignment Agreement and Declaration of Consent</li> </ul>	UW/UC DC
June 17 <sup>th</sup>	<p><b>Regular Board Meeting – Necessary Actions</b></p> <ul style="list-style-type: none"> <li>Present Supplemental Engineer's Report and Preliminary Assessment Methodology Report</li> <li>Present Delegation Resolution (with attachments including Supplemental Indenture, PLOM, BPA and CDA)</li> </ul>	All Parties
Week of June 21 <sup>st</sup>	<ul style="list-style-type: none"> <li><b>Print and mail the PLOM</b></li> </ul>	UW/UC
Week of June 28 <sup>th</sup>	<p><b>Pricing of the Bonds</b></p> <ul style="list-style-type: none"> <li>Distribute FINAL bond sizing</li> <li>Execute BPA</li> <li>Distribute final drafts of all documents required for printing the LOM</li> <li>Distribute all documents, certificates, opinions, etc. necessary to close</li> </ul>	UW UW UW/ Chairman All Parties
Week of July 5 <sup>th</sup>	<ul style="list-style-type: none"> <li>Finalize LOM and all attachments</li> <li>Print LOM</li> <li>Provide final comments to all documents, certificates, opinions, etc. necessary to close</li> <li>Finalize all documents, certificates, opinions, etc. necessary to close</li> </ul>	All Parties UW/UC All Parties
July 15 <sup>th</sup>	<p><b>Regular Board Meeting – Necessary Actions</b></p> <ul style="list-style-type: none"> <li>Present all final documents necessary to close</li> </ul>	All Parties
July 19 <sup>th</sup>	<p><b>Pre-close (immediately following board meeting)</b></p> <ul style="list-style-type: none"> <li>Sign all documents, certificates, opinions, etc. necessary to close</li> </ul> <p><b>Fund and Close (via phone)</b></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
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
		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			

**Jul-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

**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**

**7**

**SUPPLEMENTAL ENGINEER'S REPORT**  
**2021B Bonds (South Assessment Area)**  
**(Phase 1B: Units 8, 10, 12, 14 and 15)\***

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

**Prepared for:**

**BOARD OF SUPERVISORS  
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

**July 12, 2021**

**\*Note: Phase 1B is defined as Units 8, 10, 12, 14 and 15 together with the Capital Improvement Projects outside of its assessment area.**

**ENGLAND-THIMS & MILLER, INC.**  
14775 Old Saint Augustine Road  
Jacksonville, Florida 32258  
904-642-8900  
(ETM No. 21-223)

## **INTRODUCTION**

### ***The Development***

Tributary (FKA Three Rivers) is a 1,546-acre mixed-use master planned development (the "**Development**" or "**Tributary**") bounded by State Road 200 to the north, Edwards Road to the east, the Nassau River to the south and Boggy Creek to the west. A map identifying the general location of the Development is attached as Exhibit 1.

Tributary is an approved Development of Regional Impact, all 1,546 acres of which is zoned as the Three Rivers Planned Unit Development ("**PUD**"), which was approved by Nassau County by Ordinance 2006-126 on August 28, 2006, and subsequently amended. Approved development within Tributary generally consists of single and multi-family residential, commercial, retail, office and various open space, recreational and park uses.

### ***Three Rivers Community Development District***

Tributary is contained entirely within the Three Rivers Community Development District ("**District**") , established by Ordinance 18-47, by the Board of County Commissioners in and for Nassau County, effective January 17, 2019. The District boundary is coextensive with the Development boundary. The District was established for financing and managing a portion of the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur.

Construction has been ongoing in Phase 1A (Units 1-7), along with the construction of one (1) collector road. The first section of Tributary Drive and Units 1, 2 and 3 are complete and accepted by regulatory agencies. Unit 4 is cleared and graded, and utilities are installed, with completion anticipated by end of 2021. Unit 6 is cleared and graded, and utilities are being installed.

## **PURPOSE AND SCOPE OF IMPROVEMENTS**

The District was established for financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District.

The District previously adopted that certain Master Engineer's Report dated February 5, 2019, which contains a description of the improvements anticipated to be funded, acquired, operated and/or maintained by the District ("**Capital Improvement Plan**" or "**CIP**").

This Supplemental Engineer's Report describes the portion of the Capital Improvement Plan to be financed through the issuance of Special Assessment Revenue Bonds, Series 2021B Bonds (South Assessment Area) to provide the related costs necessary to complete additional master infrastructure.

Specifically, the District proposes to design, install, construct and/or acquire improvements associated with amenities, recreation and utility facilities necessary to complete improvements set forth in the CIP, which improvements are as further described herein ("**Phase 1B (South Assessment Area) Project**"). The legal description of the assessment area associated with Phase 1B (South Assessment Area) is provided in Appendix A as Exhibit 2. The South Assessment Area is depicted on Exhibit 3. Please note that the improvements described in this Report lie outside of the South Assessment Area, but they benefit all residents in the District.

The currently proposed development program associated with the South Assessment Area is depicted in Table 1, below.

**Table 1**

<b>Development Program</b>		
Unit	Size	Number
8	50'	46
	60'	33
10	50'	73
	60'	61
12	50'	102
	60'	77
14	40'	100
	50'	107
	60'	67
15	70'	56
<b>TOTAL</b>		<b>722</b>

A summary of the cost for the Phase 1B Project is presented in Table 2, below for each of the proposed improvements. The purpose of this Supplemental Engineer's Report is to describe the portion of the Phase 1B Project improvements that will be financed through issuance of the Series 2021B Bonds (South Assessment Area).

**Table 2**

<b>Improvement Category</b>	<b>Master Infrastructure Costs</b>	<b>Total Costs</b>
<b>Master Infrastructure</b>		
Estuary Way – North	\$2,565,100	\$2,565,100
Estuary Way – South	\$1,918,150	\$1,918,150
Amenity Center	\$7,250,000	\$7,250,000
Regional County Park	\$2,090,000	\$2,090,000
Dog Park	\$ 300,000	\$ 300,000
School Site	\$ 275,000	\$ 275,000
Off-site Utility Extension	\$ 945,000	\$ 945,000
Estuary Way – North (Landscaping)	\$ 146,900	\$ 146,900
Estuary Way – South (Landscaping)	\$ 109,850	\$ 109,850
Off-site Utility Extension (Landscaping)	\$ 273,000	\$ 273,000
Environmental (Phase 1B)	\$ 174,000	\$ 174,000
<b>Total</b>		<b>\$16,047,000</b>

A description of the improvements that make up the Phase 1B Project follows. The master improvements will benefit all developable acres within the District and will provide environmental preservation, amenities, landscaping and recreational facilities for the District.

## **MASTER TRANSPORTATION IMPROVEMENTS**

The District will construct the major and minor collection roadways throughout the Development to allow residents access to the neighborhoods, amenities and open spaces. Master Transportation Improvements do not include the roadways within the residential neighborhoods.

### ***Estuary Way – North***

This section will extend southerly approximately 2,260 feet from the existing roundabout constructed with the Phase 1A Project. This two-lane section will provide access to development parcels to the east and west of Estuary Way within this portion of the District. Upgraded street lighting along Estuary Way will be purchased by the District and will be maintained by Florida Power & Light. This improvement also includes utility improvements that will serve as the major trunk line systems serving the District.

### ***Estuary Way – South***

This section will extend southerly approximately 1,690 feet from the terminus of the section described above. This two-lane section will provide access to development parcels to the east and west of Estuary Way within this portion of the District. Upgraded street lighting along Estuary Way will be purchased by the District and will be maintained by Florida Power & Light. This improvement also includes utility improvements that will serve as the major trunk line systems serving the District.

## **MASTER RECREATION**

Parks are planned throughout the District. The master recreation improvements included within the Phase 1B Project include an amenity center, regional county park and a dog park, as described in the following sections.

### ***Amenity Center***

The amenity center will be the primary amenity for District. The recreational amenity facilities (the “The Lookout”) includes ten (10+/-) acres of useable uplands, surface parking, lakefront lawn, two (2) pickle ball courts, imaginative play adventure zone, resort-inspired pool, a welcome center/ clubhouse consisting of a neighborhood interior social hub / outdoor pavilion, restrooms and fitness studio with weight and cardio equipment.

### ***Regional County Park***

The regional county park (“**County Park**”) to be developed includes approximately 58 gross acres, which was conveyed to the County on August 22, 2019 for future operation and maintenance. The County Park is being constructed in three (3) phases. The first phase will include two (2) baseball fields, concession facility, a multi-purpose trail and a surface parking lot. Construction on Phase 2 of the County Park will include a multi-purpose field, two (2) baseball fields, a playground facility (site equipment to provided by the County) is planned to commence on or prior to the issuance of the 432<sup>nd</sup> single family residential unit certificate of occupancy (“**CO**”). The final phase of the County Park will commence on or before the issuance of the 863<sup>nd</sup> single family residential unit CO. Construction of each phase of the County Park shall be complete within twenty-two (22) months of the start of construction of each phase.

### ***Dog Park***

The dog park is located within Phase 1A off the main entry road with close proximity to the residential neighborhoods and accessible to all residents via the network of multi-purpose paths, sidewalks and trails. The dog park will be fenced, landscaped and have natural / grassed areas for both small and large dogs.

### ***School Site***

The School Board requested from the Developer on February 25, 2021 to convey twenty seven and one-half (27 ½) acres of developable land free of any environmental burdens located with hurricane evacuation zone C or higher for the purpose of constructing a school. All utilities shall be available at the boundary of the school site. Excess dirt from the development of the school site shall be the property of the Developer. A Second Amended Memorandum of Understanding (the “**MOU**”) between the District School Board of Nassau, Florida (the “**School Board**”) and Developer was approved by the School Board on June 24, 2021. The Phase 1B Project will include initial site preparation work and soft cost for the school site.

## **MASTER WATER AND SEWER IMPROVEMENTS**

A portion of the master water and sewer improvements necessary for development within the District will be constructed by the District and dedicated to JEA, a public utility company which will then provide service to the District. The costs associated with the construction of the off-site water distribution, wastewater collection and reuse water distribution infrastructure are included in the Phase 1B Project estimates. None of these improvements are anticipated to be reimbursable by JEA.

### ***Off-Site Utility Extension***

These improvements consist of extending a water main and force main from the Phase 1A entrance (Tributary Drive), approximately 4,200 feet to the future westerly intersection of Tributary Drive with SR 200.

## **MASTER LANDSCAPING**

The master landscaping and monumentation being constructed by the District will include the landscaping along various improvements and an irrigation system to maintain the landscaping surrounding the monumentation.

### ***Estuary Way – North (Landscaping)***

This improvement includes District installed and maintained landscaping and irrigation along the route of the corresponding Master Transportation Improvement.

### ***Estuary Way – South (Landscaping)***

This improvement includes District installed and maintained landscaping and irrigation along the route of the corresponding Master Transportation Improvement.

**Offsite Utility Extension (Landscaping)**

The District will make improvements outside the property boundary that will include landscape restoration and improvements associated with extending the water main and reuse main from the west side of the main entrance to Tributary on SR 200 to the second main entrance.

**Environmental (Phase 1B)**

Includes all the soft costs associated with Units 8, 10, 12, 14 and 15, including the costs of preparing and recording conservation easements.

**STATUS OF CONSTRUCTION**

The Developer is moving forward with significant improvements within the District.

The following table outlines the current status of the projects underway and planned within the District. Construction plan approval for all of Phase 1A (with the exception of Unit 16) has been obtained from the County.

**Table 3**

<b>Three Rivers CDD Construction Project Status &amp; Permit Approvals Phase 1A Project</b>						
Project Description	Construction Completed to Date*	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	Nassau CountyDRC	FDEP Water & Sewer	FDOT
Master Roadway	100%	X	X	X	X	X
Master Drainage	98%	X	X	X	N/A	N/A
Entry Feature	100%	X	X	X	N/A	X
Community Park	40%	X	X	X	X	N/A
Neighborhood Pocket Parks	0%	N/A	X	X	N/A	N/A
Amenity Center	10%	X	X	X	X	N/A
Neighborhood 1	100%	X	X	X	X	N/A
Neighborhood 2	100%	X	X	X	X	N/A
Neighborhood 3	100%	X	X	X	X	N/A
Neighborhood 4	70%	X	X	X	X	N/A
Neighborhood 5	0%	X	X	X	X	N/A
Neighborhood 6	25%	X	X	X	X	N/A

X- Permit Issued  
 N/A - Not applicable  
 0 - Not submitted  
 S - Submitted to the Agency for Approval

**STATUS OF PHASE 1B PROJECTS (CIP)**

Amenity Center – Permit received. Project is under construction. Anticipated completion is 2022.

Regional County Park – Phase 1 is permitted and under construction. The Master Plan Design for Phases 2 & 3 is complete and construction will commence per terms of the Development Agreement with Nassau County.

Dog Park – The Master Plan Design for the dog park is complete. Site clearing and sitework is complete. The remaining features: fencing, signage and landscaping to be completed by 2022.

Offsite Utility Extension – The scope of improvements is currently in design. Permits will be applied for with respective agencies upon completion of design. Construction is anticipated to start upon receipt of all permits.

Transportation Improvements – The scope of improvements associates with Estuary Way (North & South) are currently in engineering design. Construction is anticipated to commence upon receipt of all required permits and each project will be constructed in accordance with the Developer’s Final Development Plan (“FDP”).

**OWNERSHIP & MAINTENANCE**

The following is a brief summary of the anticipated ownership and maintenance responsibilities for the Phase 1B Project.

**Table 4**

<b>Improvement Projects</b>	<b>Ownership</b>	<b>Maintenance Responsibility</b>
Estuary Way – North and South	County	County
Amenity Center	CDD	CDD
Regional County Park	County	County
Dog Park	CDD	CDD
School Site	County	County
Off-Site Utility Extension	JEA	JEA
Estuary Way – North and South (Landscaping)	CDD	CDD
Off-Site Utility Extension (Landscaping)	CDD	CDD



## **BASIS FOR THE COST OPINION**

The improvements contemplated in this Report are in final design. ETM prepared opinions of probable costs based on the intent and status of each element as defined at its current level of design and construction. Opinions of cost are based on our experience with similar projects and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

- Construction cost.
- Design fee including engineering, landscape and hardscape, architectural, and subconsultants such as land surveyors, environmental consultants and geotechnical engineers.
- Contingency factor of 10%.
- Construction administration expenses.

The exact location of some of the improvements may change during the course of governmental permitting and implementation. These changes will not diminish or alter the benefits to be received by the land, and any changes are expected to result in the land receiving the same or greater benefits.

This Supplemental Engineer's Report has been prepared based upon both the previous and current regulatory criteria. Regulatory criteria will undoubtedly continue to evolve, and future changes may affect the implementation of this plan. If this occurs, future substantial changes should be addressed and included as addenda to the plan.

## **ENGINEER'S CERTIFICATION**

In our opinion, the improvements' cost estimates are fair and reasonable and we have no reason to believe that the improvements described herein cannot be constructed and installed at such costs and in the construction time frames as described in this Report. The estimated probable construction costs were determined utilizing comparable unit prices within North Florida with a ten percent (10%) contingency. We expect that all improvements to be constructed can be completed on schedule.

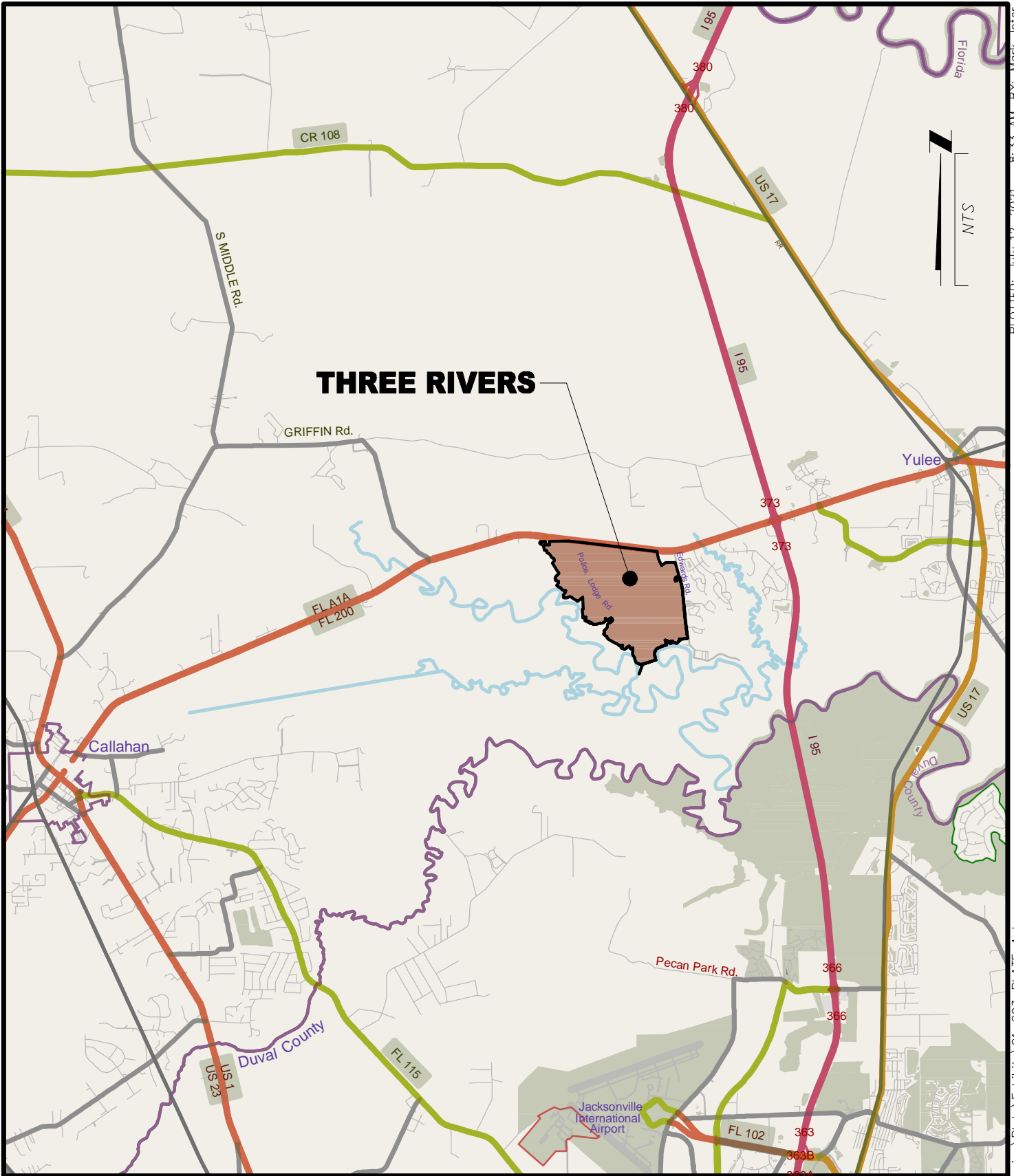
I hereby certify that the foregoing is a true and correct copy of the Phase 1B Supplemental Engineer's Report.

Scott A. Wild, P.E.  
Florida Registration No. 47030  
England-Thims & Miller, Inc.

## APPENDIX

### Exhibit Number

- |   |   |
|---|---|
| 1 | Location Map                            |
| 2 | South Assessment Area Legal Description |
| 3 | South Assessment Area                   |



PLOTTED: July 12, 2021 - 8:33 AM, BY: Mark Jeter

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## GENERAL LOCATION

**Three Rivers Community  
 Development District**

ETM NO. 21-223

DRAWN BY: MAJ

DATE: 07-12-2021

EXHIBIT 1

A PORTION OF SECTIONS 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRISON GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET; THENCE SOUTH 53°53'09" WEST, 90.00 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET; THENCE SOUTH 44°44'47" WEST, 699.59 FEET; THENCE SOUTH 33°52'16" WEST, 283.47 FEET; THENCE SOUTH 05°25'46" WEST, 263.35 FEET; THENCE SOUTH 31°58'16" WEST, 174.05 FEET; THENCE SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 14°32'55" EAST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 48°44'48" EAST, 913.35 FEET; COURSE NO. 4: SOUTH 18°11'58" EAST, 1646.63 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE NORTH 33°53'45" EAST, ALONG THE SOUTHEASTERLY LINE OF AFORESAID TRIBUTARY PHASE 1A UNIT THREE, A DISTANCE OF 195.38 FEET; THENCE NORTH 30°14'16" EAST, CONTINUING ALONG LAST SAID LINE AND ALONG THE SOUTHEASTERLY LINE OF TRIBUTARY PHASE 1A UNIT TWO, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 703 THROUGH 710, INCLUSIVE OF SAID PUBLIC RECORDS, 1072.73 FEET; THENCE NORTH 15°38'37" EAST, CONTINUING ALONG SAID SOUTHEASTERLY LINE OF TRIBUTARY PHASE 1A UNIT TWO, A DISTANCE OF 473.83 FEET; THENCE SOUTH 57°37'04" EAST, 630.95 FEET; THENCE SOUTH 61°03'54" EAST, 434.46 FEET; THENCE SOUTH 80°55'37" EAST, 521.95 FEET TO THE WESTERLY RIGHT OF WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 05°59'38" EAST, ALONG LAST SAID LINE, 637.23 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 345.00 FEET, AN ARC DISTANCE OF 182.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°56'58" WEST, 180.79 FEET; THENCE SOUTH 71°56'29" WEST, 1186.63 FEET; THENCE SOUTH 08°55'01" WEST, 389.27 FEET; THENCE SOUTH 03°04'25" WEST, 106.02 FEET; THENCE SOUTH 78°56'30" WEST, 110.52 FEET; THENCE SOUTH 65°37'57" WEST, 79.95 FEET; THENCE SOUTH 00°00'00" EAST, 66.59 FEET; THENCE NORTH 77°27'23" EAST, 54.59 FEET; THENCE NORTH 71°03'12" EAST, 131.59 FEET; THENCE SOUTH 03°04'25" WEST, 66.12 FEET; THENCE SOUTH 20°21'24" EAST, 274.94 FEET; THENCE SOUTH 05°08'31" EAST, 87.62 FEET; THENCE SOUTH 41°34'54" WEST, 360.22 FEET; THENCE SOUTH 22°27'23" WEST, 161.71 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2299, PAGE 1325 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, WESTERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 22°27'23" WEST, 421.59 FEET; COURSE NO. 2: SOUTH 73°03'06" WEST, 173.70 FEET; COURSE NO. 3: SOUTH 07°42'23" EAST, 99.10 FEET; COURSE NO. 4: NORTH 85°45'32" EAST, 110.64 FEET; COURSE NO. 5: SOUTH 14°22'10" EAST, 491.86 FEET; THENCE SOUTH 15°23'52" EAST, 760 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 1675 FEET, MORE OR LESS, TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT "B", 1215 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 6615 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT "A" TO CLOSE.

CONTAINING 420 ACRES, MORE OR LESS.



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REG - 2584 LC - 0000316

**SOUTH ASSESSMENT AREA  
LEGAL DESCRIPTION**

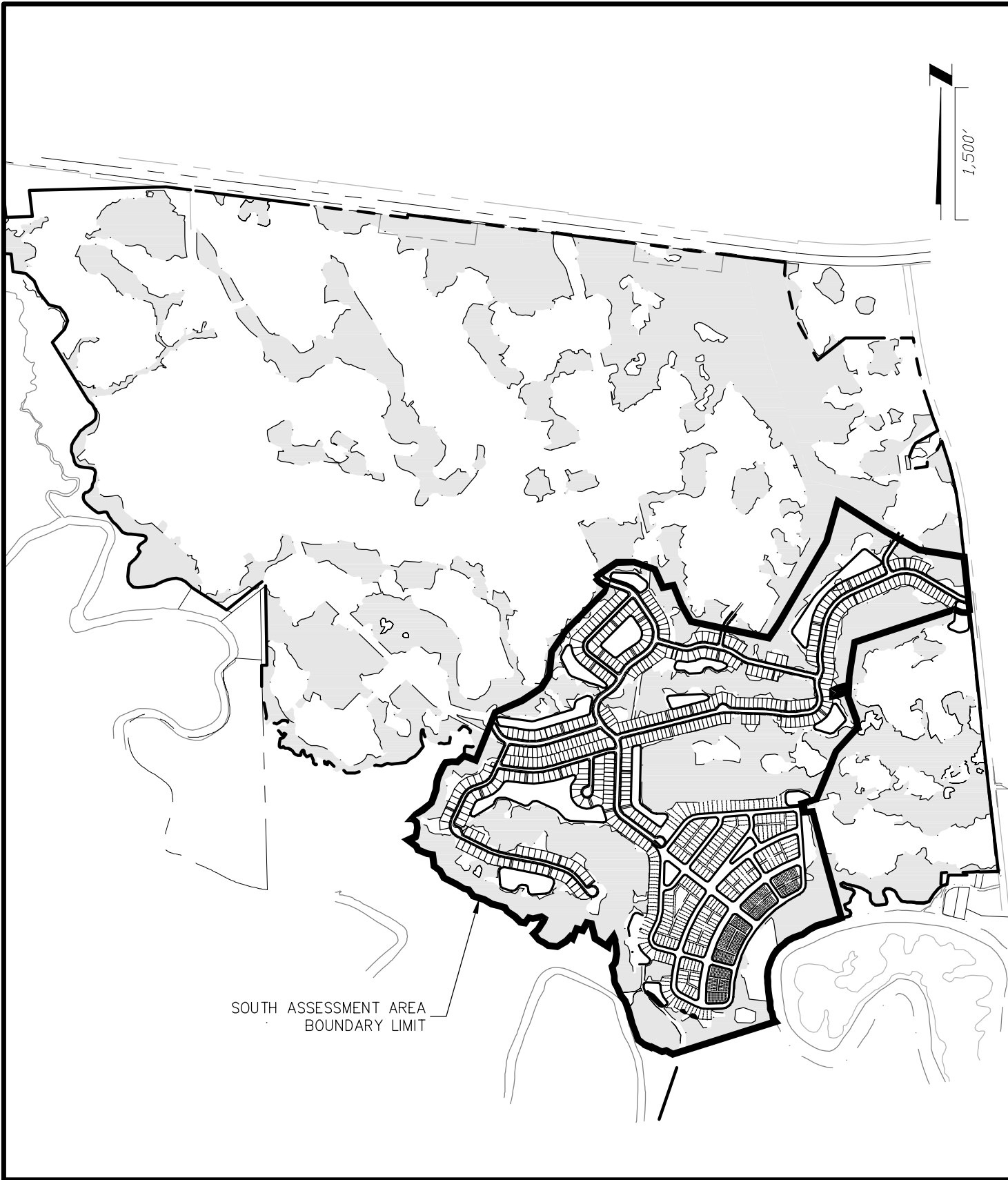
**Three Rivers Community  
Development District**

ETM NO. 21-223

DRAWN BY: MAJ

DATE: 07-12-2021

EXHIBIT 2



SOUTH ASSESSMENT AREA  
BOUNDARY LIMIT

1,500'

PLOTTED: July 12, 2021 - 8:31 AM, BY: Mark Jeter

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**SOUTH ASSESSMENT AREA**

**Three Rivers Community  
Development District**

ETM NO. 21-223

DRAWN BY: MAJ

DATE: 07-12-2021

EXHIBIT 3

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8**

# Three Rivers

COMMUNITY DEVELOPMENT DISTRICT

South Assessment Area  
Supplemental Special Assessment  
Methodology Report

July 15, 2021



Provided by:

**Wrathell, Hunt and Associates, LLC**  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431  
Phone: 561-571-0010  
Fax: 561-571-0013  
Website: [www.whhassociates.com](http://www.whhassociates.com)

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## **1.0 Introduction**

### **1.1 Purpose**

This South Assessment Area Supplemental Special Assessment Methodology Report (the “South Assessment Area Supplemental Report”) was developed to supplement the Master and Neighborhood Special Assessment Methodology Report (the “Master Report”) dated February 7, 2019 prepared by Governmental Management Services, LLC. The South Assessment Area Supplemental Report was also developed to provide a supplemental financing plan and a supplemental special assessment methodology for the South Assessment Area (defined below) portion of the Three Rivers Community Development District (the “District”), located in unincorporated Nassau County, Florida, as related to funding by the District of a portion of the costs of public capital infrastructure improvements contemplated to be provided by the District for the South Assessment Area (the “South Assessment Area Project”) with proceeds of its proposed Special Assessment Bonds, Series 2021B (South Assessment Area) (the “Series 2021B (South Assessment Area) Bonds”).

### **1.2 Scope of the South Assessment Area Supplemental Report**

This South Assessment Area Supplemental Report presents the projections for financing the South Assessment Area Project described in the Supplemental Engineer’s Report (Phase 1B, Units 8, 10, 12, 14 and 15) 2021B Bonds (South Assessment Area) prepared by England-Thims & Miller, Inc. (the “Project Engineer”) and dated July 6, 2021 (the “South Assessment Area Supplemental Engineer’s Report”). This South Assessment Area Supplemental Report also describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and financing of the South Assessment Area Project to residential lots projected to be developed within the South Assessment Area.

### **1.3 Special Benefits and General Benefits**

Improvements undertaken and funded in part by the District as part of the South Assessment Area Project create special and peculiar benefits, different in kind and degree than general benefits, for properties within the South Assessment Area, as well as general benefits to properties outside of the South Assessment Area and to the public at large. However, as discussed within this South Assessment Area Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the South Assessment Area, as the District’s South Assessment Area Project enables properties within the boundaries of the South Assessment Area to be developed.

There is no doubt that the general public and owners of property outside of the South Assessment Area will benefit from the provision of the South Assessment Area Project. However, these benefits are only incidental

since the South Assessment Area Project is designed solely to provide special benefits peculiar to property within the South Assessment Area. Properties outside of the South Assessment Area are not directly served by the South Assessment Area Project and do not depend upon the South Assessment Area Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which properties located within the boundaries of the South Assessment Area receive compared to those lying outside of the boundaries of the South Assessment Area.

The South Assessment Area Project will provide public infrastructure improvements which are all necessary in order to make the lands within the South Assessment Area developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within the South Assessment Area to increase by more than the sum of the financed cost of the individual components of the South Assessment Area Project. Even though the exact value of the benefits provided by the South Assessment Area Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

#### **1.4 Organization of the South Assessment Area Supplemental Report**

*Section Two* describes the development program for the land within the South Assessment Area as proposed by the Developer, as defined below.

*Section Three* provides a summary of the South Assessment Area Project as determined by the District Engineer.

*Section Four* discusses the financing program for the South Assessment Area Project.

*Section Five* introduces the supplemental special assessment methodology for the South Assessment Area.

## **2.0 Development Program**

### **2.1 Overview**

The land within the District consists of approximately 1,546 +/- acres and is projected to be developed as a master planned mixed-use community. The District is generally located south of State Road 200, north of Nassau River, east of Boggy Creek and west of Edwards Road.

### **2.2 The Development Program**

The development of land within the District is anticipated to be conducted by Three Rivers Developers, LLC (the "Developer") and is currently projected to be conducted in three (3) phases referred to as Phase 1A, Phase 1B, and Phase 2. The development of Phase 1A, currently planned to be developed with a total of 654 residential dwelling units within Units 1-

7, has already commenced and the District funded a portion of the costs of the public capital improvements needed for the development of Phase 1A in part with proceeds bonds issued in 2019 and 2021.

The development of Phase 1B is currently projected to commence in 2021 and Phase 1B will consist of Units 8, 10, 12 14 and 15, and the land within Phase 1B will comprise the South Assessment Area. The most current development plan for the South Assessment Area projects development of 722 residential units, although land use types and unit numbers may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for the South Assessment Area.

### **3.0 The South Assessment Area Project**

#### **3.1 Overview**

The public infrastructure costs to be funded by the District are described by the Project Engineer in the South Assessment Area Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

#### **3.2 Description of the South Assessment Area Project**

As described by the Project Engineer in his South Assessment Area Supplemental Engineer's Report as well as previously described in the Master Report, the public capital infrastructure needed to serve the District is projected to consist of the Master Infrastructure, which is designed to provide benefit to all lands in the District and Neighborhood Infrastructure, which is designed to provide benefit to specific residential neighborhoods or units within the District.

The Master Infrastructure needed to support the development of land within the South Assessment Area, which is referred to herein as the South Assessment Area Project, is projected to generally consist of roadways, amenity center, regional county park, dog park, school site, off-site utility extension, right-of way landscaping, and environmental, the total costs of which have been estimated by the Project Engineer at \$15,652,000. Table 2 in the *Appendix* illustrates the specific components as well as the estimated costs of the South Assessment Area Project, including utilizing in accordance with the improvement types used in the benefit analysis in the Master Report, that is transportation, recreation/environmental, utilities and landscaping, that the improvements which are part of the South Assessment Area Project fit into.

## **4.0 Financing Program**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the South Assessment Area. It is the District's intention to finance a portion of the costs of the South Assessment Area Project with proceeds of the Series 2021B (South Assessment Area) Bonds in the principal amount of \$10,000,000. The Series 2021B (South Assessment Area) Bonds will finance infrastructure construction/acquisition costs in the approximate amount of \$8,804,166.67.

As the Series 2021B (South Assessment Area) Bonds will finance only a portion of the costs of the South Assessment Area Project while the balance of the costs of the South Assessment Area Project in the amount of approximately \$6,047,000 are projected to be funded by the Developer.

### **4.2 Types of Bonds**

The supplemental financing plan for the South Assessment Area provides for the issuance of the Series 2021B (South Assessment Area) Bonds in the principal amount of \$10,000,000 to finance construction/acquisition costs in the approximate amount of \$8,804,166.67 together with associated costs of bonding. The Series 2021B (South Assessment Area) Bonds under this supplemental financing plan are structured as having a single principal payment at the end of a ten (10)-year interest only payment period and following an approximately 14-month capitalized interest period. Interest payments on the Series 2021B (South Assessment Area) Bonds are projected be made every May 1 and November 1 and Series 2021B (South Assessment Area) Bonds are expected to be prepaid from proceeds of assessment prepayments made by the Developer at the time of sale of lots to homebuilders.

In order to finance a portion of the improvement and other costs, the District needs to borrow more funds and incur indebtedness in the total amount of \$10,000,000. The difference between the project costs and financing costs is comprised of funding for the debt service reserve, capitalized interest, underwriter's discount and costs of issuance. The preliminary sources and uses of funding for the Series 2021B (South Assessment Area) Bonds are presented in Table 3 in the *Appendix*.

## **5.0 Assessment Methodology**

### **5.1 Overview**

The issuance of the Series 2021B (South Assessment Area) Bonds provides the District with a portion of the funds necessary to construct/acquire the infrastructure improvements which are part of the South Assessment Area Project outlined in *Section 3.2* and described in

more detail by the Project Engineer in the South Assessment Area Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within the boundaries of the South Assessment Area and general benefits accruing to areas outside of the South Assessment Area and being only incidental in nature. The debt incurred in financing the public infrastructure will be paid off by assessing properties that derive special and peculiar benefits from the South Assessment Area Project. All properties within the South Assessment Area that receive special benefits from the South Assessment Area Project will be assessed for their fair share of the debt issued in order to finance the South Assessment Area Project.

## **5.2 Benefit Allocation and Assessment Apportionment**

The improvements included in the South Assessment Area Project will comprise an interrelated system of improvements. This means that the sum of the improvements that comprise the South Assessment Area Project will serve all properties within the South Assessment Area and improvements will be interrelated such that they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. All of the land within the South Assessment Area will benefit from each infrastructure improvement category, as the improvements provide basic master infrastructure to all land within the South Assessment Area and benefit all land within the South Assessment Area equally as an integrated system of improvements.

The infrastructure improvements included in the South Assessment Area Project have a logical connection to the special and peculiar benefits received by the land within the South Assessment Area, as without such improvements, the development of the properties within the South Assessment Area would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the South Assessment Area, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to assessable land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

In accordance with the methodology for benefit allocation developed in the Master Report, the benefit associated with the South Assessment Area Project is proposed to be allocated in proportion to the density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU factors that are proposed to be assigned to the land uses contemplated to be developed within the South Assessment Area in following the methodology developed in the Master Report, as well shares of each improvement type, as the ERU factors are not identical for each improvement type and a derivation of a Weighted Average ERU is

necessary to accurately reflect the appropriate benefit as measured by the Weighted Average ERU derived from the whole South Assessment Area Project by the different types of land uses contemplated to be developed within the South Assessment Area. Utilizing the Weighted Average ERU factors, the bottom portion of Table 4 illustrates the allocation of the costs of the South Assessment Area Project to the different land uses.

The rationale behind the apportioned is supported by the fact that generally and on average smaller units and more densely developed units will use and benefit from the South Assessment Area Project less than larger units and less densely developed units, as for instance, generally and on average, smaller units and more densely developed produce less storm water runoff, may produce fewer vehicular trips, than larger units and less densely developed units. Additionally, the value of larger units and less densely developed units is likely to appreciate by more in terms of dollars than that of the smaller units and more densely developed units as a result of the implementation of the South Assessment Area Project.

Finally, Table 5 in the *Appendix* illustrates that the apportionment of the Series 2021B (South Assessment Area) Bond Assessment also illustrating that for each unit of land use, the Developer will contribute a portion of the costs of the South Assessment Area Project, for instance that for each unit of a SF 40' type, its allocation of the South Assessment Area Project in the amount of \$16,938.44 will be funded by the Developer in the amount of \$7,814.95, thereby leaving the District to fund a costs of \$9,123.49 funded with the Series 2021B (South Assessment Area) Bonds in the principal amount of \$10,362.69.

### **5.3 Assigning Series 2021B (South Assessment Area) Bond Assessment**

As the land in the South Assessment Area is not yet platted for its intended final use and the precise location of the different products by lot or parcel is unknown, the Series 2021B (South Assessment Area) Bond Assessment will initially be levied on all of the land within South Assessment Area on an equal per gross acre basis and thus Series 2021B (South Assessment Area) Bond Assessment will initially be levied on 420 +/- acres at a rate of \$23,809.52.

When the land within the South Assessment Area is platted, the Series 2021B (South Assessment Area) Bond Assessment will be allocated to each platted residential parcel on a first platted-first assigned basis as reflected in Table 5 in the *Appendix*. Such allocation of the Series 2021B (South Assessment Area) Bond Assessment from unplatted gross acres will reduce the amount of the Series 2021B (South Assessment Area) Bond Assessment levied on unplatted gross acres within the South Assessment Area.

Further, to the extent that any parcel of land within the South Assessment Area which has not been platted is sold to another developer or builder, the Series 2021B (South Assessment Area) Bond Assessment will be assigned to such parcel at the time of the sale based upon the development rights

associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Series 2021B (South Assessment Area) Bond Assessment transferred at sale.

#### **5.4 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in *Section 1.3*, Special Benefits and General Benefits, improvements undertaken by the District create special and peculiar benefits to certain properties within the South Assessment Area. Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the assessable property within the South Assessment Area. The special and peculiar benefits resulting from each improvement are:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums; and
- d. increased marketability and value of the property.

The improvements which are part of the South Assessment Area Project make the land in the South Assessment Area developable and saleable and when implemented jointly as parts of the South Assessment Area Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

#### **5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 in the *Appendix*.

The determination has been made that the duty to pay the non-ad valorem special assessments, including the Series 2021B (South Assessment Area) Bond Assessment, is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the South Assessment Area Project (and the corresponding responsibility to pay the Series 2021B (South Assessment Area) Bond Assessment) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided to each land use.

Accordingly, no acre or parcel of assessable property within the South Assessment Area will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

## 5.6 True-Up Mechanism

The Assessment Methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs, it is possible that the number of and types of units of a particular land use may change. The mechanism for maintaining the methodology over the changes is referred to as true-up.

This mechanism is to be utilized to ensure that the Series 2021B (South Assessment Area) Bond Assessment on a per unit basis never exceeds the initially allocated assessment as illustrated in Table 5 in the *Appendix*. If such changes occur, the Methodology is applied to the land based on the number of and type of units of particular land uses within each and every parcel.

As the land in the South Assessment Area is platted, the Series 2021B (South Assessment Area) Bond Assessment is assigned to platted parcels based on the figures in Table 5 in the *Appendix*. If as a result of platting, the Series 2021B (South Assessment Area) Bond Assessment for land that remains unplatted remains equal to the figures in Table 5, then no true-up adjustment will be necessary.

If as a result of platting and apportionment of the Series 2021B (South Assessment Area) Bond Assessment to the platted parcels, the Series 2021B (South Assessment Area) Bond Assessment for land that remains unplatted equals less than the figures in Table 5 (either as a result of a larger number of units, different units or both), then the Series 2021B (South Assessment Area) Bond Assessment for all parcels within the South Assessment Area will be lowered if that state persists at the conclusion of platting of all land within the South Assessment Area.

If, in contrast, as a result of platting and apportionment of the Series 2021B (South Assessment Area) Bond Assessment to the platted parcels within the South Assessment Area, the Series 2021B (South Assessment Area) Bond Assessment for land that remains unplatted<sup>1</sup> equals more than the figures in Table 5 (either as a result of a smaller number of units, different units or both), taking into account any future development plans for the unplatted lands – in the District’s sole discretion and to the extent such future development plans are feasible, consistent with existing entitlements and governmental requirements, and reasonably expected to be implemented, then the difference in Series 2021B (South Assessment Area) Bond Assessment plus accrued interest will be collected from the

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<sup>1</sup> For example, if the first platting includes 50 SF 40’ units, then the remaining unplatted land within the South Assessment Area would be required to be developed with 50 SF 40’ units, 328 SF 50’ units, 238 SF 60’ units, and 56 SF 70’ units and absorb \$9,481,865.28 in Series 2021B (South Assessment Area) Bond Assessment. If the remaining unplatted land would only be able to be developed with a total of 48 SF 40’ units, 328 SF 50’ units, 238 SF 60’ units, and 56 SF 70’ units and absorb \$9,461,139.90 in Series 2021B (South Assessment Area) Bond Assessment, then a true-up, payable by the owner of the land would be due in the amount of \$20,725.38, calculated as 2 SF 40’ units times \$10,362.69.



owner(s) of the property which platting caused the increase of assessment to occur, in accordance with the assessment resolution and/or a true-up agreement to be entered into between the District and the owner(s) of the property, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption a true-up payment equal to the difference between the actual Series 2021B (South Assessment Area) Bond Assessment per unit and the Series 2021B (South Assessment Area) Bond Assessment illustrated in Table 5 plus accrued interest to the next succeeding interest payment date on the Series 2021B (South Assessment Area) Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date.

In addition to platting of property within the South Assessment Area, any planned sale of an unplatted parcel to another builder or developer will cause the District to initiate a true-up test as described above to test whether the amount of the Series 2021B (South Assessment Area) Bond Assessment for land that remains unplatted within the South Assessment Area remains equal to the figures illustrated in Table 5. The test will be based upon the development rights as signified by the number of and types of land uses associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of the Series 2021B (South Assessment Area) Bond Assessment transferred at sale.

Note that, in the event that the South Assessment Area Project is not completed, certain contributions are not made, multiple bond issuances are contemplated and not all are issued, or under certain other circumstances, the District may be required to reallocate the Series 2021B (South Assessment Area) Bond Assessment.

## **5.7 Assessment Roll**

Based on the per gross acre assessment proposed in Section 5.2, the Series 2021B (South Assessment Area) Bond Assessment of \$10,000,000 is proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid as one (1) installment of principal at maturity ten (10) years after issuance of the Series 2021B (South Assessment Area) Bonds and twenty (20) semi-annual installments of interest.

## **6.0 Additional Stipulations**

### **6.1 Overview**

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District's Capital Improvement Plan. Certain financing, development and

engineering data was provided by members of District Staff and/or the Developer. The allocation Methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For additional information on the Bond structure and related items, please refer to the Offering Statement associated with this transaction.

**Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.**

## 7.0 Appendix

Table 1

### Three Rivers

#### Community Development District

##### Development Plan for the South Assessment Area

Land Use	Unit 8 Number of Units	Unit 10 Number of Units	Unit 12 Number of Units	Unit 14 Number of Units	Unit 15 Number of Units	Total Number of Units
SF 40'	0	0	0	100	0	100
SF 50'	46	73	102	107	0	328
SF 60'	33	61	77	67	0	238
SF 70'	0	0	0	0	56	56
<b>Total</b>	<b>79</b>	<b>134</b>	<b>179</b>	<b>274</b>	<b>56</b>	<b>722</b>

Table 2

# Three Rivers

## Community Development District

### South Assessment Area Project Costs

Improvement Category	Improvement Type	Master Infrastructure Costs	Total Infrastructure Cost
Estuary Way - North	Transportation	\$2,565,100	\$2,565,100
Estuary Way - South	Transportation	\$1,918,150	\$1,918,150
Amenity Center	Recreation/Environmental	\$7,250,000	\$7,250,000
Regional County Park	Recreation/Environmental	\$2,090,000	\$2,090,000
Dog Park	Recreation/Environmental	\$300,000	\$300,000
School Site	Recreation/Environmental	\$275,000	\$275,000
Off-Site Utility Extension	Utilities	\$945,000	\$945,000
Estuary Way - North (Landscaping)	Landscaping	\$146,900	\$146,900
Estuary Way - South (Landscaping)	Landscaping	\$109,850	\$109,850
Off-Site Utility Extension (Landscaping)	Landscaping	\$273,000	\$273,000
Environmental	Recreation/Environmental	\$174,000	\$174,000
<b>Total</b>		<b>\$16,047,000</b>	<b>\$16,047,000</b>

Improvement Type	Master Infrastructure Costs	Percent of Total	Total Infrastructure Cost
Transportation	\$4,483,250	27.9382%	\$4,483,250
Recreation/Environmental	\$10,089,000	62.8716%	\$10,089,000
Utilities	\$945,000	5.8890%	\$945,000
Landscaping	\$529,750	3.3012%	\$529,750
<b>Total</b>	<b>\$16,047,000</b>	<b>100.0000%</b>	<b>\$16,047,000</b>

Table 3

# Three Rivers

## Community Development District

### Series 2021B (South Assessment Area) Bonds - Preliminary Sources and Uses of Funds

**Sources**

Bond Proceeds:	
Par Amount	\$10,000,000.00
<b>Total Sources</b>	<b>\$10,000,000.00</b>

**Uses**

Project Fund Deposits:	
Project Fund	\$8,804,166.67
Other Fund Deposits:	
Debt Service Reserve Fund	\$375,000.00
Capitalized Interest Fund	\$445,833.33
Delivery Date Expenses:	
Costs of Issuance	\$175,000.00
Underwriter's Discount	\$200,000.00
<b>Total Uses</b>	<b>\$10,000,000.00</b>

Table 4

# Three Rivers

## Community Development District

### South Assessment Area Benefit Allocation

Land Use	ERU for Transportation	ERU for Recreation/ Environmental	ERU for Utilities	ERU for Landscaping	Weighted Average ERU
SF 40'	0.80	0.80	1.00	0.80	0.8117779
SF 50'	1.00	1.00	1.00	1.00	1.0000000
SF 60'	1.20	1.20	1.00	1.20	1.1882221
SF 70'	1.40	1.40	1.00	1.40	1.3764442
<b>Percent of Total</b>	<b>27.9382%</b>	<b>62.8716%</b>	<b>5.8890%</b>	<b>3.3012%</b>	

Land Use	Total Number of Units	Weighted Average ERU	Total Weighted Average ERU	Total South Assessment Area Project Benefit Allocation	South Assessment Area Project Benefit Allocation per Unit
SF 40'	100	0.8117779	81.177790	\$1,693,843.89	\$16,938.44
SF 50'	328	1.0000000	328.000000	\$6,843,999.99	\$20,865.85
SF 60'	238	1.1882221	282.796859	\$5,900,797.87	\$24,793.27
SF 70'	56	1.3764442	77.080875	\$1,608,358.25	\$28,720.68
<b>Total</b>	<b>722</b>		<b>769.055524</b>	<b>\$16,047,000.00</b>	

Table 5

# Three Rivers

## Community Development District

### Series 2021B (South Assessment Area) Bond Assessment Apportionment

Land Use	Total Number of Units	South Assessment Area Project Benefit Allocation per Unit	South Assessment Area Project Cost per Unit Funded by Developer	South Assessment Area Project Cost per Unit Funded with Series 2021B (South Assessment Area) Bonds	Series 2021B (South Assessment Area) Bond Assessment per Unit	Total Series 2021B (South Assessment Area) Bond Assessment
SF 40'	100	\$16,938.44	\$7,814.95	\$9,123.49	\$10,362.69	\$1,036,269.43
SF 50'	328	\$20,865.85	\$9,461.49	\$11,404.36	\$12,953.37	\$4,248,704.66
SF 60'	238	\$24,793.27	\$11,108.04	\$13,685.23	\$15,544.04	\$3,699,481.87
SF 70'	56	\$28,720.68	\$12,754.58	\$15,966.11	\$18,134.72	\$1,015,544.04
<b>Total</b>	<b>722</b>					<b>\$10,000,000.00</b>

## Exhibit "A"

A PORTION OF SECTIONS 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRISON GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF TRIBUTARY PHASE 1A UNIT THREE, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 712 THROUGH 717, INCLUSIVE OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG THE SOUTHWESTERLY LINE OF SAID TRIBUTARY PHASE 1A UNIT THREE, RUN THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°13'28" WEST, 903.78 FEET; COURSE NO. 2: NORTH 28°45'45" WEST, 222.86 FEET; COURSE NO. 3: NORTH 22°13'27" WEST, 232.92 FEET; THENCE SOUTH 77°48'31" WEST, 123.51 FEET; THENCE NORTH 24°29'04" WEST, 224.22 FEET; THENCE NORTH 69°58'43" WEST, 245.38 FEET; THENCE SOUTH 88°44'46" WEST, 197.34 FEET; THENCE SOUTH 56°20'38" WEST, 209.08 FEET; THENCE SOUTH 53°53'09" WEST, 90.00 FEET TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 296.63 FEET, AN ARC DISTANCE OF 197.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°14'42" EAST, 193.93 FEET; THENCE SOUTH 44°44'47" WEST, 699.59 FEET; THENCE SOUTH 33°52'16" WEST, 283.47 FEET; THENCE SOUTH 05°25'46" WEST, 263.35 FEET; THENCE SOUTH 31°58'16" WEST, 174.05 FEET; THENCE SOUTH 56°39'44" WEST, 257.92 FEET; THENCE SOUTH 66°34'41" WEST, 333.49 FEET; THENCE SOUTH 21°56'00" WEST, 586.55 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 14°32'55" EAST, 705.44 FEET; COURSE NO. 2: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 3: SOUTH 48°44'48" EAST, 913.35 FEET; COURSE NO. 4: SOUTH 18°11'58" EAST, 1646.63 FEET TO A POINT HEREINAFTER REFERRED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE NORTH 33°53'45" EAST, ALONG THE SOUTHEASTERLY LINE OF AFORESAID TRIBUTARY PHASE 1A UNIT THREE, A DISTANCE OF 195.38 FEET; THENCE NORTH 30°14'16" EAST, CONTINUING ALONG LAST SAID LINE AND ALONG THE SOUTHEASTERLY LINE OF TRIBUTARY PHASE 1A UNIT TWO, RECORDED IN OFFICIAL RECORDS BOOK 2434, PAGES 703 THROUGH 710, INCLUSIVE OF SAID PUBLIC RECORDS, 1072.73 FEET; THENCE NORTH 15°38'37" EAST, CONTINUING ALONG SAID SOUTHEASTERLY LINE OF TRIBUTARY PHASE 1A UNIT TWO, A DISTANCE OF 473.83 FEET; THENCE SOUTH 57°37'04" EAST, 630.95 FEET; THENCE SOUTH 61°03'54" EAST, 434.46 FEET; THENCE SOUTH 80°55'37" EAST, 521.95 FEET TO THE WESTERLY RIGHT OF WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 05°59'38" EAST, ALONG LAST SAID LINE, 637.23 FEET TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 345.00 FEET, AN ARC DISTANCE OF 182.93 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77°56'58" WEST, 180.79 FEET; THENCE SOUTH 71°56'29" WEST, 1186.63 FEET; THENCE SOUTH 08°55'01" WEST, 389.27 FEET; THENCE SOUTH 03°04'25" WEST, 106.02 FEET; THENCE SOUTH 78°56'30" WEST, 110.52 FEET; THENCE SOUTH 65°37'57" WEST, 79.95 FEET; THENCE SOUTH 00°00'00" EAST, 66.59 FEET; THENCE NORTH 77°27'23" EAST, 54.59 FEET; THENCE NORTH 71°03'12" EAST, 131.59 FEET; THENCE

SOUTH 03°04'25" WEST, 66.12 FEET; THENCE SOUTH 20°21'24" EAST, 274.94 FEET; THENCE SOUTH 05°08'31" EAST, 87.62 FEET; THENCE SOUTH 41°34'54" WEST, 360.22 FEET; THENCE SOUTH 22°27'23" WEST, 161.71 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2299, PAGE 1325 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, WESTERLY AND EASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 22°27'23" WEST, 421.59 FEET; COURSE NO. 2: SOUTH 73°03'06" WEST, 173.70 FEET; COURSE NO. 3: SOUTH 07°42'23" EAST, 99.10 FEET; COURSE NO. 4: NORTH 85°45'32" EAST, 110.64 FEET; COURSE NO. 5: SOUTH 14°22'10" EAST, 491.86 FEET; THENCE SOUTH 15°23'52" EAST, 760 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 1675 FEET, MORE OR LESS, TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT ``B"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT ``B", 1215 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY AND EASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 6615 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE BEARING NORTH 68°03'58" WEST FROM THE AFOREMENTIONED REFERENCE POINT ``A"; THENCE SOUTH 68°03'58" EAST, ALONG LAST SAID LINE, 140 FEET, MORE OR LESS TO SAID REFERENCE POINT ``A" TO CLOSE.

CONTAINING 420 ACRES, MORE OR LESS.

# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**9**



## RESOLUTION 2021-08

**A RESOLUTION OF THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 19-26 BY AUTHORIZING THE ISSUANCE OF ITS THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA) (THE “SERIES 2021B BONDS”) IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$15,000,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE ISSUER, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH BONDS TO MBS CAPITAL MARKETS, LLC BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH SERIES 2021B BONDS; MAKING CERTAIN FINDINGS; APPROVING THE FORM OF SAID BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; AUTHORIZING CERTAIN OFFICIALS OF THE DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID SERIES 2021B BONDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Three Rivers Community Development District (the “Issuer”) is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance 18-47 enacted by the Board of County Commissioners of Nassau County, Florida on January 14, 2019, and effective on January 17, 2019 (the “Ordinance”) and is authorized by the Act and the Ordinance to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

**WHEREAS**, the Issuer is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by imposing, levying and collecting special assessments on property located within the Issuer and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

**WHEREAS**, the Issuer pursuant to its Resolution No. 2019-26 adopted on February 8, 2019 (the “Original Resolution”), authorized the issuance of not to exceed \$179,515,000 aggregate principal amount of its Three Rivers Community Development District Special Assessment Bonds in one or more series (collectively, the “Bonds”) for the purposes set forth in said Original Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the Original Resolution; and

**WHEREAS**, the Bonds were validated by the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Nassau County, Florida in a final judgment rendered on April 15, 2019, and the appeal period from such final judgment has expired with no appeal being taken; and

**WHEREAS**, pursuant to the Original Resolution as supplemented by Resolution No. 2019-44 adopted on September 9, 2019, and the Master Indenture, as supplemented by a First Supplemental Trust Indenture dated as of September 1, 2019, the Issuer has previously issued its \$16,170,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A-1 (the “Series 2019A-1 Bonds”) and its \$1,575,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A-2 (the “Series 2019A-2 Bonds;” collectively with the Series 2019A-1 Bonds, the “Series 2019A Bonds”); and

**WHEREAS**, pursuant to the Original Resolution as supplemented by Resolution No. 2021-02 adopted on November 19, 2020, and the Master Indenture, as supplemented by a Second Supplemental Trust Indenture dated February 1, 2021, the Issuer has previously issued its \$3,680,000 Three Rivers Community Development District Special Assessment Bonds, Series 2021B (the “Series 2021B Bonds”);

**WHEREAS**, the Issuer now desires to supplement the Original Resolution to authorize the issuance of and award the sale of its Special Assessment Bonds, Series 2021B (South Assessment Area) (the “Series 2021B Bonds”) in an aggregate principal amount not exceeding \$15,000,000, to approve the Third Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Series 2021B Bonds; and

**WHEREAS**, the Board of Supervisors of the Issuer (the “Board”) has received from MBS Capital Markets, LLC (the “Underwriter”) a proposal in the form of a Bond Purchase Agreement (the “Contract”) for the purchase of the Series 2021B Bonds, and the Board has determined that acceptance of such proposal and the sale of the Series 2021B Bonds to the Underwriter is in the best interest of the Issuer for the reasons hereafter indicated.

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

**SECTION 1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

**SECTION 2. Authorization.** There is hereby authorized to be issued the Series 2021B Bonds in an aggregate principal amount not to exceed \$15,000,000. The Series 2021B Bonds shall be issued under, and secured by, that Master Trust Indenture, dated as of September 1, 2019

(the “Master Indenture”) as supplemented by that Third Supplemental Trust Indenture (the “Third Supplemental Indenture”), each by and between the Issuer and U.S. Bank National Association, as trustee (the “Trustee”) (the Master Indenture and the Third Supplemental Indenture are referred to collectively as the “Indenture”). The proceeds of the Series 2021B Bonds shall be used for the purposes set forth in the Third Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

**SECTION 3. Approval of Third Supplemental Indenture.** The Third Supplemental Indenture is hereby approved in substantially the form set forth as **Exhibit A** hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Third Supplemental Indenture on behalf of and in the name of the Issuer and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under the Third Supplemental Indenture.

**SECTION 4. Negotiated Sale.** The Board hereby determines that a negotiated sale of the Series 2021B Bonds to the Underwriter is in the best interest of the Issuer because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the Issuer’s ability to issue and deliver the Series 2021B Bonds at presently favorable interest rates, and because the nature of the security for the Series 2021B Bonds and the sources of payment of debt service on the Series 2021B Bonds require the participation of an underwriter in structuring the bond issue, and further determines that the Issuer will not be adversely affected if the Series 2021B Bonds are not sold pursuant to a public sale.

**SECTION 5. Contract Approved.** The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the aggregate principal amount of the Series 2021B Bonds shall not exceed \$15,000,000; (ii) the average interest rate on the Series 2021B Bonds will not exceed the maximum rate permitted by Section 218.84, *Florida Statutes*; (iii) the Underwriter's discount for the Series 2021B Bonds shall not exceed two percent (2%) of the principal amount of the Series 2021B Bonds; and (iv) the final maturity of the Series 2021B Bonds shall be no later than May 1, 2052 or as provided by law.

**SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum.** The Issuer hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the “Preliminary Limited Offering Memorandum”) and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the Series 2021B Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum

“final” within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Series 2021B Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Series 2021B Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the Series 2021B Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman shall constitute evidence of the approval thereof. The Issuer hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Series 2021B Bonds.

**SECTION 7. Form of Series 2021B Bonds.** The Series 2021B Bonds shall be in substantially the form as set forth in the exhibit to the Third Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the Series 2021B Bonds shall approve, such approval to be conclusively evidenced by the execution of the Series 2021B Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the Issuer seal on the Series 2021B Bonds.

**SECTION 8. Continuing Disclosure Agreement.** The form and content of the Continuing Disclosure Agreement (the “Disclosure Document”) relating to the Series 2021B Bonds in substantially the form attached hereto as **Exhibit D** is hereby approved. Wrathell, Hunt and Associates, LLC, is hereby approved as the Dissemination Agent under the Disclosure Document. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the Issuer the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

**SECTION 9. Application of Series 2021B Bond Proceeds.** Proceeds of the Series 2021B Bonds shall be applied as provided in the Third Supplemental Indenture.

**SECTION 10. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2021B Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

**SECTION 11. Other Actions.** The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the Issuer, and any authorized designee thereof (collectively, the “District Officers”), Akerman LLP, as Bond Counsel, Hopping Green & Sams, P.A., as the Issuer's Counsel, and any other consultant or experts retained by the Issuer, are

hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2021B Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

**SECTION 12. Other Agreements and Reports.** The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners or developers of lands within the District as shall be necessary or desirable in connection with the issuance and delivery of the Series 2021B Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to this meeting or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein. The District further hereby authorizes and approves preparation, revision and approval by the District Officers, District Engineer, District Manager and Counsel to the District of such engineering, assessment and other reports and supplements thereto as shall be necessary or desirable in connection with the marketing, sale, issuance and delivery of the Series 2021B Bonds and the consummation of all transactions in connection therewith.

**SECTION 13. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents, and employees of the Issuer in furtherance of the issuance of the Series 2021B Bonds are hereby approved, confirmed and ratified.

**SECTION 14. Inconsistent Resolutions and Motions.** All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

**SECTION 15. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION 16. Effective Date.** This Resolution shall become effective immediately upon its adoption.

ADOPTED this 15<sup>th</sup> day of July, 2021.

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

[SEAL]  
Attest:

By: \_\_\_\_\_  
Secretary/Assistant Secretary

Exhibits

- A-Third Supplemental Indenture
- B-Bond Purchase Agreement
- C-Preliminary Limited Offering Memorandum
- D-Continuing Disclosure Agreement

Exhibit A - Third Supplemental Indenture

**THIRD SUPPLEMENTAL TRUST INDENTURE**  
**BETWEEN**  
**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**  
**AND**  
**U.S. BANK NATIONAL ASSOCIATION,**  
**AS TRUSTEE**

**Dated as of August 1, 2021**



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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Third Supplemental Trust Indenture.

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### **THIRD SUPPLEMENTAL TRUST INDENTURE**

THIS **THIRD SUPPLEMENTAL TRUST INDENTURE** (the “Third Supplemental Indenture”) dated as of August 1, 2021, from **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized and existing under the laws of the State of Florida (the “Issuer” and/or “District”) to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the “Trustee”), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida.

**WHEREAS**, the Issuer has entered into a Master Trust Indenture dated as of September 1, 2019 (the “Master Indenture”), with the Trustee to secure the issuance of its Three Rivers Community Development District Special Assessment Bonds (the “Bonds”), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution 2019-26 adopted by the Board of Supervisors of the Issuer (the “Board”) on February 8, 2019 (the “Bond Resolution”), the Issuer has authorized the issuance of its not exceeding \$179,515,000 Three Rivers Community Development District Special Assessment Bonds, in one or more Series, and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds; and

**WHEREAS**, the Bonds were validated by the Circuit Court of the Fourth Judicial Circuit of the State of Florida in and for Clay, Duval and Nassau Counties in a final judgment rendered on April 15, 2019, and the appeal period from such final judgment has expired with no appeal being taken; and

**WHEREAS**, pursuant to the Bond Resolution as supplemented by Resolution No. 2019-44 adopted on September 9, 2019 and the Master Indenture as supplemented by a First Supplemental Trust Indenture dated as of September 1, 2019, the Issuer has previously issued its \$16,170,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A 1 (the “Series 2019A 1 Bonds”) and its \$1,575,000 Three Rivers Community Development District Special Assessment Bonds, Series 2019A 2 (the “Series 2019A 2 Bonds;” collectively with the Series 2019A 1 Bonds, the “Series 2019A Bonds”); and

**WHEREAS**, pursuant to the Bond Resolution as supplemented by Resolution No. 2021-02 adopted on November 19, 2020 and the Master Indenture as supplemented by a Second Supplemental Trust Indenture dated February 1, 2021, the Issuer has previously issued its \$3,680,000 Three Rivers Community Development District Special Assessment Bonds, Series 2021B (the “Series 2021B Bonds”); and

**WHEREAS**, the Board of the Issuer has duly adopted resolutions pursuant to Sections 170.03, 170.07 and 170.08, Florida Statutes, providing for the acquisition, construction and installation of certain public infrastructure improvements more particularly described in Exhibit A hereto (the “CIP”), defining the portion of the Cost of the CIP with respect to which Special Assessments will be imposed and the manner in which such Special Assessments shall be levied against such benefited property within the boundaries of the District, directing the preparation of an assessment roll calling for a public hearing of the Issuer at which owners of property to be subject to the Special Assessments may be heard as to the propriety and advisability of

undertaking the CIP, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the CIP, and stating the intent of the Issuer to issue Bonds secured by such Special Assessments to finance the costs of the acquisition and construction of the CIP and the Board of the Issuer has duly adopted a resolution, following a public hearing conducted in accordance with the Act, to fix and establish the Special Assessments and the benefited property, as supplemented with respect to the Series 2021B Bonds (as defined below) (collectively the “Assessment Resolution”); and

**WHEREAS**, pursuant to the Bond Resolution, as supplemented by Resolution No. 2021-02, the Issuer has authorized the issuance, sale and delivery of its \$\_\_\_\_\_ Three Rivers Community Development District Special Assessment Bonds, Series 2021B (South Assessment Area) (the “Series 2021B Bonds”) as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Third Supplemental Indenture (collectively with the Master Indenture, the “Indenture”) to secure the issuance of the Series 2021B Bonds for the principal purpose of acquiring and constructing a portion of the CIP (the “Phase 1B Project”) and to set forth the terms of the Series 2021B Bonds; and

**WHEREAS**, the Issuer will apply the net proceeds of the Series 2021B Bonds to: (i) finance the Cost of the acquisition, construction, installation and equipping of the Phase 1B Project, (ii) pay certain costs associated with the issuance of the Series 2021B Bonds; (iii) pay a portion of the interest accruing on the Series 2021B Bonds; and (iv) fund the 2021B Reserve Account as herein provided; and

**WHEREAS**, the execution and delivery of the Series 2021B Bonds and of this Third Supplemental Indenture have been duly authorized by the Board and all things necessary to make the Series 2021B Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Third Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2021B Trust Estate (as hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS THIRD SUPPLEMENTAL TRUST INDENTURE WITNESSETH:**

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2021B Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2021B Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the Issuer of all the covenants, expressed or implied in the Master Indenture, in this Third Supplemental Indenture and in the Series 2021B Bonds: (a) has executed and delivered this Third Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the Issuer, in, to and under, subject to the terms and conditions of the Master Indenture and the

provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the Issuer from the Series 2021B Assessments levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time (the “2021B Pledged Revenues”) and the Funds and Accounts (except for the 2021B Rebate Account and the 2021B Costs of Issuance Account) established hereby (the “2021B Pledged Funds” and collectively with the “2021B Pledged Revenues,” the “2021B Trust Estate”) securing only the Series 2021B Bonds;

**TO HAVE AND TO HOLD** all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2021B Bonds issued or to be issued under and secured by this Third Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2021B Bond over any other Series 2021B Bond by reason of priority in their issue, sale or execution;

**PROVIDED HOWEVER**, that if the Issuer, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2021B Bonds or any Series 2021B Bond of a particular maturity issued, secured and Outstanding under this Third Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2021B Bonds and this Third Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Third Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provision of the Master Indenture and this Third Supplemental Indenture, then upon such final payments, this Third Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2021B Bonds or any Series 2021B Bond of a particular maturity, otherwise this Third Supplemental Indenture shall remain in full force and effect;

**THIS THIRD SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2021B Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Third Supplemental Indenture), including this Third Supplemental Indenture, expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2021B Bonds, as follows:

## ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

“Acquisition Agreement” shall mean the *Acquisition and Completion Agreement* between the Issuer and the Developer dated September 30, 2019, as supplemented by an *Acknowledgement of Acquisition and Completion Agreement* dated August \_\_, 2021.

“Assessment Interest” shall mean the interest on Series 2021B Assessments received by the Issuer which is pledged to the Series 2021B Bonds, other than Delinquent 2021B Assessment Interest.

“Assessment Principal” shall mean the principal amount of Series 2021B Assessments received by the Issuer which are pledged to the Series 2021B Bonds, other than Delinquent 2021B Assessment Principal and Series 2021B Prepayment Principal.

“Assessment Proceedings” shall mean the proceedings of the Issuer with respect to the establishment, levy and collection of the Special Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the Issuer with respect to the Series 2021B Assessments.

“Bond Depository” shall mean the securities depository existing from time to time under Section 201 hereof.

“Bond Participants” shall mean that those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2021B Bonds as securities depository.

“Collateral Assignment” shall mean that certain *Collateral Assignment and Assumption of Development Rights* dated September 30, 2019, as amended by the *First Amendment to Collateral Assignment and Assumption of Development Rights* dated February 5, 2021, as further amended by the *Second Amendment to Collateral Assignment and Assumption of Development Rights* dated August \_\_, 2021, between the Issuer and the Developer, as amended from time to time.

“Completion Agreement” shall mean the *Agreement by and between the Three Rivers Community Development District and Three Rivers Developers, LLC, Regarding the Completion of Certain Improvements* dated September 30, 2019, as amended by the *First Amendment to Collateral Assignment and Assumption of Development Rights* dated February 5, 2021, as further amended by the *Second Amendment to Collateral Assignment and Assumption of Development Rights* dated August \_\_, 2021, as such agreement may be modified from time to time.

“Continuing Disclosure Agreement” means that certain *Continuing Disclosure Agreement* dated the date of issuance and delivery of the Series 2021B Bonds, among the Issuer, the dissemination agent named therein and the Developer and joined in by the Trustee, as originally executed and as amended from time to time in accordance with the terms thereof.

“Delinquent 2021B Assessment Interest” shall mean 2021B Assessment Interest deposited with the Trustee after the date on which such 2021B Assessment Interest has become due and payable in accordance with applicable law or proceedings of the Issuer.

“Delinquent 2021B Assessment Principal” shall mean 2021B Assessment Principal deposited with the Trustee after the date on which such 2021B Assessment Principal has become due and payable in accordance with applicable law or proceedings of the Issuer.

“Developer” shall mean Three Rivers Developers, LLC, a Delaware limited liability company, or any successor or assign thereof.

“DTC” shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

“Interest Payment Date” shall mean each May 1 and November 1, commencing November 1, 2021.

“Nominee” shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

“Participating Underwriter” shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

“Redemption Date” shall mean each February 1, May 1, August 1 and November 1.

“Series 2021B Assessments” shall mean the Special Assessments levied on that portion of the District Lands specially benefitted by the Phase 1B Project or any portion thereof, which Special Assessments correspond in amount to the debt service on the Series 2021B Bonds.

“Series 2021B Prepayment Principal” shall mean the excess amount of 2021B Assessment Principal received by the Issuer over the 2021B Assessment Principal then due, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Proceedings but shall not include Delinquent 2021B Assessment Principal. Series 2021B Prepayment Principal shall not include the proceeds of any refunding bonds.

“True-Up Agreement” shall mean the *Agreement By And Between The Three Rivers Community Development District And Three Rivers Developers, LLC, Regarding The True-Up And Payment Of 2021B Assessments*, between the Issuer and the Developer, dated August \_\_, 2021.

“2021B Investment Obligations” shall mean those obligations described under the definition of “Investment Securities” in the Master Indenture.

“2021B Reserve Account Requirement” shall mean an amount equal to 100% of the maximum annual interest due on the Series 2021B Bonds Outstanding, as calculated as of the time of any such calculation. The 2021B Reserve Account Requirement is initially \$\_\_\_\_\_.

## ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2021B BONDS

Section 201. Authorization of Series 2021B Bonds; Book-Entry Only Form. The Series 2021B Bonds are hereby authorized to be issued in the aggregate principal amount of \$\_\_\_\_\_ for the purposes enumerated in the recitals hereto. The Series 2021B Bonds shall be substantially in the form set forth as **Exhibit B** to this Third Supplemental Indenture.

The Series 2021B Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2021B Bond for each maturity of Series 2021B Bonds. Upon initial issuance, the ownership of such Series 2021B Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York (“DTC”), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2021B Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2021B Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the Issuer, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2021B Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2021B Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2021B Bonds. The Issuer, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2021B Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2021B Bond for the purpose of payment of principal, premium and interest with respect to such Series 2021B Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2021B Bond, for the purpose of registering transfers with respect to such Series 2021B Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021B Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021B Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2021B Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by



DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words “Cede & Co.” in this Third Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the Issuer of written notice from DTC: (i) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding Series 2021B Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2021B Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2021B Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof and the Master Indenture.

Section 202. Terms of Series 2021B Bonds. The Series 2021B Bonds shall be issued in the principal amount of \$\_\_\_\_\_, shall mature on May 1, \_\_\_\_\_ and shall bear interest at the fixed rate of \_\_\_\_\_% per annum.

Section 203. Dating; Interest Accrual. Each Series 2021B Bond shall be dated August \_\_, 2021. Each Series 2021B Bond shall also bear its date of authentication. Each Series 2021B Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2021B Bond has been paid, in which event such Series 2021B Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2021B Bonds, in which event such Series 2021B Bond shall bear interest from its date. Interest on the Series 2021B Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2021, and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2021B Bonds shall be numbered consecutively from RB-1 and upwards.

Section 204. Denominations. The Series 2021B Bonds shall be issued in Authorized Denominations. Delivery of Series 2021B Bonds to the initial purchasers thereof shall be in minimum aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess thereof.

Section 205. Paying Agent. The Issuer appoints the Trustee as Paying Agent for the Series 2021B Bonds.

Section 206. Bond Registrar. The Issuer appoints the Trustee as Bond Registrar for the Series 2021B Bonds.

Section 207. Conditions Precedent to Issuance of Series 2021B Bonds. In addition to complying with the requirements set forth in Section 3.01 of the Master Indenture in connection with the issuance of the Series 2021B Bonds, all the Series 2021B Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

(a) Certified copies of the Assessment Proceedings;

(b) A Bond Counsel opinion addressed to the Trustee substantially to the effect that; (i) the Indenture has been duly authorized and executed by the Issuer and constitutes a valid and binding obligation of the Issuer; (ii) the Series 2021B Bonds have been duly authorized, executed and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2021B Bonds is excludable from gross income for federal income tax purposes; and (iv) the Series 2021B Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.

(c) An opinion of Counsel to the Issuer addressed to the Trustee substantially to the effect that; (i) the Issuer has been duly established and validly exists as a community development district under the Act, (ii) the Issuer has good right and lawful authority under the Act to undertake the Phase 1B Project being financed with the proceeds of the Series 2021B Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Phase 1B Project, (iii) all proceedings undertaken by the Issuer with respect to the Series 2021B Assessments have been in accordance with Florida law, (iv) the Issuer has taken all action necessary to levy and impose the Series 2021B Assessments, and (v) the Series 2021B Assessments are legal, valid and binding liens upon the property against which such Series 2021B Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2021B Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Third Supplemental Indenture; and

(e) An Engineers' Certificate or Engineers' Certificates certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the CIP.

Delivery to the Trustee of the net proceeds from the issuance of the Series 2021B Bonds shall constitute conclusive proof of the delivery of the items described above to the satisfaction of the Issuer and underwriter.

Section 208. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the Issuer to comply with the

Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter or the Majority Holders of Outstanding Series 2021B Bonds, and receipt of indemnity satisfactory to the Trustee shall, or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Section.

### **ARTICLE III REDEMPTION AND PURCHASE OF SERIES 2021B BONDS**

The Series 2021B Bonds are subject to redemption prior to maturity as provided in the forms thereof set forth as **Exhibit B** to this Third Supplemental Indenture. Series 2021B Bonds may be purchased as provided in Article VIII of the Master Indenture.

### **ARTICLE IV DEPOSIT OF SERIES 2021B BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF**

#### Section 401. Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

- (i) a 2021B Acquisition and Construction Account; and
- (ii) a 2021B Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee a 2021B Principal Account, a 2021B Interest Account, and within the 2021B Interest Account a 2021B Capitalized Interest Subaccount;

(c) There is hereby established within the Bond Redemption Fund held by the Trustee a 2021B Prepayment Account;

(d) There is hereby established within the Debt Service Reserve Fund held by the Trustee a 2021B Reserve Account, which account shall be held for the benefit of all of the Series 2021B Bonds without distinction as to Series 2021B Bonds and without privilege or priority of one Series 2021B Bond over another;

(e) There is hereby established within the Revenue Fund held by the Trustee a 2021B Revenue Account; and

(f) There is hereby established within the Rebate Fund the 2021B Rebate Account.

Section 402. Use of 2021B Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 3.01 of the Master Indenture and Section 207 hereof; the net proceeds of the sale of the Series 2021B Bonds, \$\_\_\_\_\_ (representing the par amount of Series 2021B

Bonds less underwriter's discount of \$\_\_\_\_\_, and shall be delivered to the Trustee by the Issuer and be applied as follows:

(a) \$\_\_\_\_\_, representing Capitalized Interest on the Series 2021B Bonds, shall be deposited in the 2021B Capitalized Interest Subaccount of the Debt Service Fund;

(b) \$\_\_\_\_\_, which is an amount equal to the initial Reserve Requirement in respect of the Series 2021B Bonds, shall be deposited in the 2021B Reserve Account of the Debt Service Reserve Fund;

(c) \$\_\_\_\_\_ shall be deposited to the credit of the 2021B Costs of Issuance Account of the Acquisition and Construction Fund and used to pay the cost of issuance of the Series 2021B Bonds; and

(d) \$\_\_\_\_\_, shall be deposited in the 2021B Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to Costs of the Phase 1B Project in accordance with Article V of the Master Indenture and Section 403 of this Third Supplemental Indenture.

Section 403. 2021B Acquisition and Construction Account.

(a) Amounts on deposit in the 2021B Acquisition and Construction Account shall be applied to pay the Costs of the Phase 1B Project upon compliance with the requirements of the requisition provisions set forth in Section 5.01(b) of the Master Indenture. Each requisition shall be substantially in the form of Exhibit C hereto.

(b) Any balance remaining in the 2021B Acquisition and Construction Account after the Completion Date of the Phase 1B Project and after retaining the amount, if any, of all remaining unpaid Costs of the Phase 1B Project set forth in the Engineers' Certificate establishing such Completion Date, shall be transferred to and deposited in the 2021B Prepayment Account in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2021B Bonds; provided, however, that if on the date of such proposed transfer an Event of Default exists such amounts shall remain on deposit in the 2021B Acquisition and Construction Account. When no monies remain in the 2021B Acquisition and Construction Account, the 2021B Acquisition and Construction Account shall be closed.

Section 404. Costs of Issuance Account. There shall be deposited in the 2021B Costs of Issuance Account \$\_\_\_\_\_ which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2021B Bonds. Any amounts on deposit in the 2021B Costs of Issuance Account ninety (90) days after the date of initial delivery of the Series 2021B Bonds, for which the Trustee has not provided a pending requisition, shall be transferred over and deposited into the 2021B Acquisition and Construction Account and used for the purposes permitted therefor and the 2021B Costs of Issuance Account shall be closed.

Section 405. 2021B Capitalized Interest Subaccount. Except as provided elsewhere in the Master Indenture or in this Third Supplemental Indenture, amounts on deposit in the 2021B Capitalized Interest Subaccount shall be applied by the Trustee only for the purpose of paying

interest on the Series 2021B Bonds when due. If a Series 2021B Bond is redeemed, the amount, if any, in the 2021B Capitalized Interest Subaccount representing interest thereon shall be applied to payment of the accrued interest in connection with such redemption. Any amounts remaining in the 2021B Capitalized Interest Subaccount after payment of interest on the Series 2021B Bonds on November 1, 2021 shall be transferred to the 2021B Acquisition and Construction Account.

Section 406. 2021B Reserve Account. Amounts on deposit in the 2021B Reserve Account, except as provided elsewhere in the Master Indenture or in this Third Supplemental Indenture, shall be used only for the purpose of making payments into the 2021B Interest Account and the 2021B Principal Account to pay interest and principal on the Series 2021B Bonds, without distinction as to Series 2021B Bonds and without privilege or priority of one Series 2021B Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2021B Reserve Account and shall promptly notify the Issuer of the amount of any deficiency or surplus as of such date in such account. The Issuer shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2021B Reserve Account, from the first legally available sources of the Issuer. Upon written direction from the Issuer to the Trustee, any surplus in the 2021B Reserve Account (other than any surplus resulting from investment earnings and any surplus resulting from prepayment of Series 2021B Assessments as provided in the immediately following paragraph which shall be applied as provided below) shall be deposited by the Trustee to the 2021B Prepayment Account to be used for the extraordinary mandatory redemption of the Series 2021B Bonds.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred which has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2021B Assessment against such lot or parcel, on the date that is forty-five (45) days prior to each Redemption Date (or, if such date is not a Business Day, on the Business Day next preceding such day), the Issuer shall determine the Reserve Account Requirement for the Series 2021B Bonds, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the 2021B Reserve Account in excess of the 2021B Reserve Account Requirement (except for excess resulting from interest earnings) from the 2021B Reserve Account to the Series 2021B Prepayment Account as a credit against the 2021B Assessment Principal otherwise required to be paid by the owner of such lot or parcel. If the Issuer fails to provide such transfer direction as provided in this paragraph, the Trustee may assume any excess in the 2021B Reserve Account shall be transferred as provided in the immediately preceding paragraph.

All earnings on investments in the 2021B Reserve Account shall be deposited to the 2021B Revenue Account provided no deficiency exists in the 2021B Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2021B Reserve Account until the deficiency is cured. Such Accounts shall consist only of cash and Investment Securities.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2021B Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2021B Bonds, together with accrued interest on such Series 2021B Bonds to the earliest date of redemption, then the Trustee shall transfer to the 2021B Prepayment Account the amount on deposit in the 2021B Reserve Account to pay and redeem all of the Outstanding Series 2021B Bonds on the earliest such date.

Section 407. Application of Prepayment Principal; 2021B Prepayment Account. All Series 2021B Prepayment Principal shall upon receipt by the Trustee be deposited to the 2021B Prepayment Account of the Bond Redemption Fund. At the time the Issuer deposits Series 2021B Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Series 2021B Prepayment Principal. Amounts on deposit in the 2021B Prepayment Account shall be applied to the extraordinary mandatory redemption of the Series 2021B Bonds as provided in **Exhibit “B”** hereto.

Section 408. Tax Covenants and Rebate Account. The Issuer shall comply with the Federal Tax Certificate (including deposits to and payments from the 2021B Rebate Account) included as part of the closing transcript for the Series 2021B Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the 2021B Rebate Account shall be directed by the Issuer for investment only in Government Obligations. To the extent any amounts in the 2021B Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the Issuer to any other fund or account created hereunder.

Notwithstanding anything to the contrary contained in the Master Indenture, the Issuer covenants with the holders of the Series 2021B Bonds that it shall comply with the requirements of Code necessary to maintain the exclusion of interest on the Series 2021B Bonds from gross income for purposes of federal income taxation, including the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code, and, in particular, that it shall not make or direct the making of any investment or other use of proceeds of such Series 2021B Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the interest on such Series 2021B Bonds to be or become subject to federal income taxation, nor shall it fail to do any act which is necessary to prevent such interest from becoming subject to federal income taxation. The Issuer further covenants that neither the Issuer nor any other person under its control or direction will make any investment or other use of the proceeds of the Series 2021B Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause the Series 2021B Bonds to be “private activity bonds” as that term is defined in Section 141 of the Code (or any successor provision thereto), or “arbitrage bonds” as that term is defined in Section 148 of the Code (or any successor provision thereto) and that it will comply with such sections of the Code throughout the term of the Series 2021B Bonds.

Section 409. Application of Series 2021B Revenue Account in Revenue Fund.

(a) Upon deposit of the revenues from the Series 2021B Assessments including the interest thereon with the Trustee, the Issuer shall provide the Trustee a written accounting setting forth the amounts of such Series 2021B Assessments in the following

categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) 2021B Assessment Interest which shall be deposited into the 2021B Interest Account;

(ii) 2021B Assessment Principal, which shall be deposited into the 2021B Principal Account;

(iii) Series 2021B Prepayment Principal which shall be deposited into the 2021B Prepayment Account;

(iv) Delinquent 2021B Assessment Principal shall first be applied to restore the amount of any withdrawal from the 2021B Reserve Account to pay the principal of Series 2021B Bonds to the extent that less than the 2021B Reserve Account Requirement is on deposit in the 2021B Reserve Account, and, the balance, if any, shall be deposited into the 2021B Principal Account;

(v) Delinquent 2021B Assessment Interest shall first be applied to restore the amount of any withdrawal, from the 2021B Reserve Account to pay the interest of Series 2021B Bonds to the extent that less than the 2021B Reserve Account Requirement is on deposit in the 2021B Reserve Account, and, the balance, if any, shall be deposited into the 2021B Interest Account;

(vi) The balance shall be deposited in the 2021B Revenue Account.

(b) On or before the forty-fifth day (or if such day is not a Business Day, on the Business Day next preceding such day), next preceding each Redemption Date, the Trustee shall determine the amount on deposit in the 2021B Prepayment Account and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the Issuer to the appropriate accounts to pay amounts due on the next Interest Payment Date, from the 2021B Revenue Account for deposit into such Prepayment Account, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2021B Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Account in accordance with the provisions for extraordinary redemption of Series 2021B Bonds as set forth in **Exhibit B** hereto. All interest due in regard to such prepayments shall be paid from the 2021B Interest Account or, if insufficient amounts are on deposit in the 2021B Interest Account to pay such interest then from the 2021B Revenue Account.

(c) On each May 1 (or if such May 1 is not a Business Day, on the Business Day preceding such May 1), the Trustee shall transfer from amounts on deposit in the 2021B Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, to the 2021B Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2021B Bonds then Outstanding on such May 1 and the

next successive November 1, less any other amount already on deposit in the 2021B Interest Account not previously credited;

SECOND, on May 1, 2036 to the 2021B Principal Account the principal maturing on May 1, 2036 less any amount on deposit in the 2021B Principal Account not previously credited;

THIRD, to the 2021B Reserve Account the amount, if any, which is necessary to make the amount on deposit therein equal to the 2021B Reserve Account Requirement; and

FOURTH, the balance shall be retained in the 2021B Revenue Account.

Anything herein to the contrary notwithstanding, it shall not constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor; provided, however, that nothing in this paragraph is meant to change what are otherwise Events of Default as provided for in Article X of the Master Trust Indenture.

(d) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts and any subaccounts therein held as security for the Series 2021B Bonds shall be invested only in Investment Securities, and further, earnings on investments in the 2021B Acquisition and Construction Account and the 2021B Cost of Issuance Account shall be retained as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in (i) the 2021B Revenue Account of the Revenue Fund, (ii) the 2021B Principal Account of the Debt Service Fund, (iii) the 2021B Interest Account of the Debt Service Fund and (iv) the 2021B Prepayment Account in the Bond Redemption Fund, shall be deposited, as realized, to the credit of the 2021B Revenue Account of the Revenue Fund and used for the purpose of such Account.

Earnings on investments in the 2021B Reserve Account shall be disposed of as provided in Section 406 hereof. Earnings on investments in the 2021B Rebate Account shall be deposited therein and used for the purposes thereof.

## **ARTICLE V CONCERNING THE TRUSTEE**

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Third Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Third Supplemental Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Third Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article XI thereof, all of which shall apply to the actions of the Trustee under this Third Supplemental Indenture.



**ARTICLE VI**  
**MISCELLANEOUS**

Section 601. Confirmation of Master Indenture. As supplemented by this Third Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Third Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Third Supplemental Indenture and to the Series 2021B Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Third Supplemental Indenture the terms and provisions hereof shall control.

Section 602. Additional Covenant Regarding 2021B Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Third Supplemental Indenture and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2021B Assessments, including the assessment methodology, prepared by Wrathell, Hunt and Associates, LLC with respect to the Series 2021B Assessments (the "Report"), and to levy the Series 2021B Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021B Bonds, when due. The Issuer also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Holders, except as may be required by law.

Section 603. Limitation on Additional Debt. Other than Bonds issued to refund all or a portion of Outstanding Series 2021B Bonds, the issuance of which as determined by the Issuer results in present value debt service savings, the Issuer shall not, while any Series 2021B Bonds are Outstanding, issue or incur any debt payable in whole or in part from the 2021B Trust Estate. The Issuer further covenants and agrees that so long as the Series 2021B Assessments have not been Substantially Absorbed, it shall not issue Bonds secured by Special Assessments for capital projects secured by new Special Assessments on assessable lands which at such time are also encumbered by the Series 2021B Assessments ("Additional Bonds") without the consent of the Majority Holders of the Series 2021B Bonds.

Notwithstanding the prior sentence, the foregoing shall not preclude the imposition of capital Special Assessments on property subject to the Series 2021B Assessments which are necessary, as determined by the Issuer, for health, safety or welfare reasons or to remediate a natural disaster or operation, or maintenance assessments, or Special Assessments imposed prior to the issuance of the Series 2021B Bonds.

Section 604. Acknowledgement Regarding 2021B Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, upon the occurrence of an Event of Default with respect to the Series 2021B Bonds, the Series 2021B Bonds are payable solely from the 2021B Trust Estate, which includes the 2021B Pledged Revenues and the 2021B Pledged Funds. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2021B Bonds, (i) the 2021B Pledged Funds which includes, without limitation, all amounts on deposit in the 2021B Acquisition and Construction Account,

may not be used by the Issuer (whether to pay Costs of the Phase 1B Project or otherwise) without the consent of the Majority Holders of the Series 2021B Bonds, except to the extent that prior to the occurrence of the Event of Default the District had incurred a binding obligation with third parties for work on the Phase 1B Project and payment is for such work, and (ii) the 2021B Pledged Funds may be used by the Trustee, at the written direction or with the written approval of the Majority Holders of the Series 2021B Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Indenture, provided, however notwithstanding anything herein to the contrary the Trustee is also authorized to utilize the Series 2021B Pledged Revenues to pay fees and expenses as provided in Section 10.12 of the Master Indenture.

Section 605. Enforcement of True-Up Agreement and Completion Agreement. The Issuer, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both such Agreements, the Issuer covenants and agrees that the Trustee, at the written direction of the Majority Holders of the Series 2021B Bonds may act on behalf of, and in the Issuer's stead, to enforce the provisions of such agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the Issuer to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Holders of the Series 2021B Bonds, or the Trustee at the written direction of the Majority Holders of the Series 2021B Bonds, shall constitute an Event of Default under the Indenture without benefit of any period of cure.

Section 606. Payment Dates. If an Interest Payment Date, principal payment date or the maturity date of the Series 2021B Bonds or the date fixed for the redemption of any Series 2021B Bonds shall be other than a Business Day, then payment of interest, principal, or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as it made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

Section 607. Additional Matters Relating to Delinquent Assessments. The Issuer acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2021B Assessments that are billed directly by the Issuer, that the entire Series 2021B Assessments levied on the property for which such installment of Series 2021B Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Holders of the Series 2021B Bonds Outstanding, the Issuer shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2021B Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages. The Trustee shall be deemed to have consented to the proposed action if the Issuer does not receive written direction from the Trustee within one hundred and twenty (120) days (or such shorter time as would be

required to comply with ant applicable court ruling) following receipt by the Trustee of a written request for direction.

Section 608. Additional Matters Relating to Series 2021B Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2021B Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Series 2021B Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent Series 2021B Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Master Indenture and this Third Supplemental Indenture.

The Series 2021B Assessments shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to pursuant to the uniform method provided for in Sections 197.3632 and 197.3635 Florida Statutes, (the "Uniform Method"), unless the Trustee, acting at the direction of the Majority Holders of the Series 2021B Bonds Outstanding following an Event of Default, provides written direction to use a different method of collection. All Series 2021B Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such Series 2021B Assessments shall not be deemed to be delinquent Series 2021B Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

Section 609. Assignment of Collateral Assignment. The Issuer hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2021B Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

Section 610. Third Party Beneficiaries. This Third Supplemental Indenture shall inure solely to the benefit of the Issuer, the Trustee and the Holders from time to time of the Series 2021B Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Assistant Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

[SEAL]

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Assistant Secretary

**U.S. BANK NATIONAL ASSOCIATION, as  
Trustee**

By: \_\_\_\_\_  
Vice President

**EXHIBIT “A”**

Description of the Capital Improvement Program and Phase 1B Project

**PUBLIC IMPROVEMENTS CONSTITUTING ASSESSABLE  
IMPROVEMENTS WITHIN THE MEANING OF  
CHAPTER 190, FLORIDA STATUTES,  
INCLUDING BUT NOT LIMITED TO:**

**[TBD]**

**EXHIBIT “B”**

Form of the Series 2021B Bonds

See Attached

No. 2021BR-\_\_

\$ \_\_\_\_\_

United States of America  
State of Florida  
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2021B (UNITS 5 &6)

Interest	Maturity	Dated	
<u>Rate</u>	<u>Date</u>	<u>Date</u>	<u>CUSIP</u>
_____%	May 1, ____	August __, 2021	_____

Registered Owner: CEDE & CO.

Principal Amount: \_\_\_\_\_ MILLION \_\_\_\_\_ HUNDRED \_\_\_\_\_ THOUSAND AND NO/100 DOLLARS

THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2021B BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2021B BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2021B BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2021B BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2021B BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2021B BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the “District”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2021B Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided

for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each year (each, an “Interest Payment Date”), commencing on November 1, 2021, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the Regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) and/or (b) of Section 10.02 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30- day months.

This Bond is one of a duly authorized issue of bonds of the District designated “Special Assessment Bonds, Series 2021B” (South Assessment Area) (the “Series 2021B Bonds”) issuable under and governed by the terms of a Master Trust Indenture, dated as of September 1, 2019 (the “Master Indenture”), between the District and U.S. Bank National Association as trustee (the “Trustee”), as supplemented by a Third Supplemental Trust Indenture, dated as of August 1, 2021 (the “Supplemental Indenture”), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the “Indenture”). The Series 2021B Bonds are issued in an aggregate principal amount of \$\_\_\_\_\_ for the purposes of (i) financing the Cost of acquiring, constructing and equipping the Phase 1B Project; (ii) paying certain costs associated with the issuance of the Series 2021B Bonds; (iii) paying a portion of the interest to accrue on the Series 2021B Bonds; and (iv) making a deposit into the 2021B Reserve Account for the benefit of all of the Series 2021B Bonds.

This Series 2021B Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2021B Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2021B Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2021B Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2021B Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2021B Bonds, and, by the acceptance of this Series 2021B Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall



have the meaning ascribed to them in the Indenture. The Series 2021B Bonds are equally and ratably secured by the 2021B Trust Estate, without preference or priority of one Series 2021B Bond over another.

The Series 2021B Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an “Authorized Denomination”) provided that delivery of the Series 2021B Bonds to the initial purchases shall be in minimum aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess thereof. This Series 2021B Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the “Bond Registrar”), upon surrender of this Series 2021B Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2021B Bond or Series 2021B Bonds, in the same aggregate principal amount and of the same maturity as the Series 2021B Bond or Series 2021B Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2021B Bonds may be exchanged for an equal aggregate principal amount of Series 2021B Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2021B Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2021B Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2021B Bond shall be deemed to have agreed to such arrangement.

#### Optional Redemption

The Series 2021B Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after May 1, 20\_\_ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

#### Mandatory Redemption

The Series 2021B Bonds are not subject to mandatory redemption from Amortization Installments.

#### Extraordinary Mandatory Redemption

The Series 2021B Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Completion Date of the Phase 1B Project by application of moneys transferred from the 2021B Acquisition and Construction Account to the 2021B Prepayment Account in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the 2021B Prepayment Account from the prepayment of Series 2021B Assessments and from amounts deposited into the 2021B Prepayment Account from other sources; or

(iii) When the amount on deposit in the 2021B Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2021B Bonds then Outstanding as provided in the Supplemental Indenture.

Except as otherwise provided in the Indenture, if less than all of the Series 2021B Bonds of a maturity subject to redemption shall be called for redemption, the particular Series 2021B Bonds or portions of such Series 2021B Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2021B Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2021B Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021B Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2021B Bonds or such portions thereof on such date, interest on such Series 2021B Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021B Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021B Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent.

The Owner of this Series 2021B Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2021B Bond which remain unclaimed for three (3) years after the date when such Series 2021B Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2021B Bond became due and payable, shall be

paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Defeasance Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2021B Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2021B Bonds as to the 2021B Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2021B Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2021B Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

NEITHER THIS SERIES 2021B BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2021B BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2021B BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2021B BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2021B PLEDGED REVENUES AND THE 2021B PLEDGED FUNDS PLEDGED TO THIS SERIES 2021B BOND, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2021B Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2021B Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Three Rivers Community Development District has caused this Series 2021B Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

(SEAL)

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Secretary to Board of Supervisors

**CERTIFICATE OF AUTHENTICATION**

This Series 2021B Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION  
as Registrar**

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date of Authentication:

CERTIFICATE OF VALIDATION

This Series 2021B Bond is one of a Series of Bonds which were validated by judgment of the Fourth Judicial Court in and for Clay, Duval and Nassau Counties, Florida, rendered on April 15, 2020.

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2021B BONDS]

The following abbreviations, when used in the inscription on the face of the within Series 2021B Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under Uniform Transfers to Minors Act \_\_\_\_\_ (State)

Additional abbreviations may also be used though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Series 2021B Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Series 2021B Bond on the books of the District, with full power of substitution in the premises.

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

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

\_\_\_\_\_  
NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Series 2021B Bond in every particular without alteration or any change whatever.

By: \_\_\_\_\_  
Authorized Signatory

## EXHIBIT C

### 2021B ACQUISITION AND CONSTRUCTION REQUISITION

#### THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2021B (SOUTH ASSESSMENT AREA)

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 Third Supplemental Trust Indenture dated as of August 1, 2021 (the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number:
- (2) Name of Payee pursuant to Acquisition Agreement:
- (3) Amount Payable:
- (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):
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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



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

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

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

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Responsible Officer

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

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

ENGLAND-THIMS & MILLER, INC,  
CONSULTING ENGINEER

\_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit B - Bond Purchase Agreement

Exhibit C - Preliminary Limited Offering Memorandum

Exhibit D - Continuing Disclosure Agreement

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

**10**

**RESOLUTION 2021-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the current members of the Board of Supervisors (the “**Board**”) were elected by the landowners within the District based on a one acre/one vote basis; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Supervisors of the District.

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

**SECTION 1.** The following terms of office are hereby extended to coincide with the general election to be held in November of 2022:

- Seat #1 (currently held by Grady Miars)
- Seat #3 (currently held by Gregg Kern)
- Seat #5 (currently held by Mike Taylor)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

- Seat #2 (currently held by Liam O’Reilly)
- Seat #4 (currently held by Rose Bock)

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

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July, 2021.

ATTEST:

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors



# **THREE RIVERS**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2020**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA**

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**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and each major fund of Three Rivers Community Development District, Nassau County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2020, and the respective changes in financial position thereof for the fiscal year ended September 30, 2020, in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated June 17, 2021, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

 B. Han & Associates

June 17, 2021

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Three Rivers Community Development District, Nassau County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2020. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$1,065,983).
- The change in the District's total net position for the fiscal year ended September 30, 2020 was (\$522,562), a decrease. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2020, the District's governmental funds reported combined ending fund balances of \$1,245,287 a decrease of \$(13,209,751). A portion of fund balance is restricted for debt service and the remainder is unassigned deficit fund balance in the capital projects fund and unassigned fund balance in the general fund which is available for spending at the District's discretion.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions and assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund which are considered major funds.

The District adopts an annual appropriated budget for its general and debt service funds. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2020	2019
Assets, excluding capital assets	\$ 4,203,286	\$ 17,238,072
Capital assets, net of depreciation	15,701,621	2,674,394
Total assets	19,904,907	19,912,466
Liabilities, excluding long-term liabilities	3,295,632	2,783,034
Long-term liabilities	17,675,258	17,672,853
Total liabilities	20,970,890	20,455,887
Net Position		
Net investment in capital assets	(2,443,751)	(2,506,205)
Restricted	1,373,948	1,955,971
Unrestricted	3,820	6,813
Total net position	\$ (1,065,983)	\$ (543,421)

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease was due to interest expense on the bonds.

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION	
	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2020	2019
Revenues:		
Program revenues		
Charges for services	\$ 216,952	\$ 82,261
Operating grants and contributions	120,513	6,813
Capital grants and contributions	64,859	-
Total revenues	<u>402,324</u>	<u>89,074</u>
Expenses:		
General government	106,847	82,261
Maintenance and operations	3,065	-
Interest on long-term debt	814,974	-
Bond issue costs	-	550,234
Total expenses	<u>924,886</u>	<u>632,495</u>
Change in net position	<u>(522,562)</u>	<u>(543,421)</u>
Net position - beginning	<u>(543,421)</u>	<u>-</u>
Net position - ending	<u>\$ (1,065,983)</u>	<u>\$ (543,421)</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2020 was \$924,886. A portion of the costs of the District's activities were paid by program revenues. Program revenues are comprised primarily of Developer contributions and assessments. The expenses increased as a result of interest expense incurred in the current fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.



## CAPITAL ASSETS AND DEBT ADMINISTRATION

### Capital Assets

At September 30, 2020, the District had \$15,701,621 invested in infrastructure in progress. More detailed information about the District's capital assets is presented in the notes of the financial statements.

### Capital Debt

At September 30, 2020, the District had \$17,745,000 in Bonds outstanding. More detailed information about the District's capital debt is presented in the notes of the financial statements.

## ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS

It is anticipated that the general operations of the District will increase as the District is being built out.

## CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Three Rivers Community Development District's Finance Department at 475 West Town Place, Suite 114, St. Augustine, Florida, 32092.

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 STATEMENT OF NET POSITION  
 SEPTEMBER 30, 2020**

	Governmental Activities
<b>ASSETS</b>	
Cash	\$ 1,046
Investments	2,457,253
Due from Developer	33,406
Restricted assets:	
Investments	1,711,581
Capital assets:	
Nondepreciable	15,701,621
Total assets	19,904,907
 <b>LIABILITIES</b>	
Accounts payable	27,401
Contracts and retainage payable	2,927,367
Accrued interest payable	337,633
Unearned revenue	3,231
Non-current liabilities:	
Due within one year	270,000
Due in more than one year	17,405,258
Total liabilities	20,970,890
 <b>NET POSITION</b>	
Net investment in capital assets	(2,443,751)
Restricted for debt service	1,373,948
Unrestricted	3,820
Total net position	\$ (1,065,983)

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 STATEMENT OF ACTIVITIES  
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

<u>Functions/Programs</u>	<u>Expenses</u>	Program Revenues			<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>
Primary government:					
Governmental activities:					
General government	\$ 106,847	\$ -	\$ 106,919	\$ -	\$ 72
Maintenance and operations	3,065	-	-	64,859	61,794
Interest on long-term debt	814,974	216,952	13,594	-	(584,428)
Total governmental activities	924,886	216,952	120,513	64,859	(522,562)
					(522,562)
					(543,421)
					\$ (1,065,983)

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 BALANCE SHEET  
 GOVERNMENTAL FUNDS  
 SEPTEMBER 30, 2020**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>ASSETS</b>				
Cash	\$ 1,046	\$ -	\$ -	\$ 1,046
Investments	-	1,711,581	2,457,253	4,168,834
Due from Developer	33,406	-	-	33,406
Total assets	<u>\$ 34,452</u>	<u>\$ 1,711,581</u>	<u>\$ 2,457,253</u>	<u>\$ 4,203,286</u>
<b>LIABILITIES AND FUND BALANCES</b>				
Liabilities:				
Accounts payable	\$ 27,401	\$ -	\$ -	\$ 27,401
Contracts and retainage payable	-	-	2,927,367	2,927,367
Unearned revenue	3,231	-	-	3,231
Total liabilities	<u>30,632</u>	<u>-</u>	<u>2,927,367</u>	<u>2,957,999</u>
Fund balances:				
Restricted for:				
Debt service	-	1,711,581	-	1,711,581
Unassigned	3,820	-	(470,114)	(466,294)
Total fund balances	<u>3,820</u>	<u>1,711,581</u>	<u>(470,114)</u>	<u>1,245,287</u>
Total liabilities and fund balances	<u>\$ 34,452</u>	<u>\$ 1,711,581</u>	<u>\$ 2,457,253</u>	<u>\$ 4,203,286</u>

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
 TO THE STATEMENT OF NET POSITION  
 SEPTEMBER 30, 2020**

Fund balance - governmental funds \$ 1,245,287

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	15,701,621	
Accumulated depreciation	-	15,701,621

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Accrued interest payable	(337,633)	
Bonds payable	(17,675,258)	(18,012,891)

Net position of governmental activities		<u>\$ (1,065,983)</u>
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See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 STATEMENT OF REVENUES, EXPENDITURES,  
 AND CHANGES IN FUND BALANCES  
 GOVERNMENTAL FUNDS  
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Major Funds			Total Governmental Funds
	General	Debt Service	Capital Projects	
<b>REVENUES</b>				
Assessments	\$ -	\$ 216,952	\$ -	\$ 216,952
Developer contributions	106,919	-	-	106,919
Interest	-	13,594	64,859	78,453
Total revenues	<u>106,919</u>	<u>230,546</u>	<u>64,859</u>	<u>402,324</u>
<b>EXPENDITURES</b>				
Current:				
General government	106,847	-	-	106,847
Maintenance and operations	3,065	-	-	3,065
Debt Service:				
Interest	-	474,936	-	474,936
Capital outlay	-	-	13,027,227	13,027,227
Total expenditures	<u>109,912</u>	<u>474,936</u>	<u>13,027,227</u>	<u>13,612,075</u>
Excess (deficiency) of revenues over (under) expenditures	(2,993)	(244,390)	(12,962,368)	(13,209,751)
Fund balances - beginning	<u>6,813</u>	<u>1,955,971</u>	<u>12,492,254</u>	<u>14,455,038</u>
Fund balances - ending	<u>\$ 3,820</u>	<u>\$ 1,711,581</u>	<u>\$ (470,114)</u>	<u>\$ 1,245,287</u>

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

Net change in fund balances - total governmental funds	\$ (13,209,751)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures; however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position.	13,027,227
Governmental funds report the effect of Bond premiums, discounts and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.	(2,405)
The change in accrued interest on long-term liabilities between the current and prior fiscal year is recorded in the statement of activities but not in the fund financial statements.	<u>(337,633)</u>
Change in net position of governmental activities	<u><u>\$ (522,562)</u></u>

See notes to the financial statements

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY**

Three Rivers Community Development District ("District") was established by Ordinance 2018-47 of the Board of County Commissioners of Nassau County, pursuant to the Uniform Community Development District Act of 1980, and otherwise known as Chapter 190, Florida Statutes, effective January 17, 2019. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue Bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes, of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected by landowners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. As of September 30, 2020, certain Board members were affiliated with Three Rivers Developer, LLC, (the "Developer").

The Board has the responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. (Operating-type special assessments for maintenance and debt service are treated as charges for services.); and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.



## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### **Assessments**

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the "Uniform Method of Collection" under Florida Statutes. Direct collected assessments are due as set forth in the annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the Uniform Method are noticed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### **General Fund**

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### **Debt Service Fund**

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

### **Capital Projects Fund**

The capital projects fund is used to account for the costs of major infrastructure acquired by the District and also to accumulate capital reserves for future maintenance costs and capital projects.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity

#### Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

No depreciation has been taken in the current fiscal year as the District's infrastructure and other capital asset are under construction.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

#### Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change. The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

## NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Other Disclosures

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the upcoming October 1.
- b) A public hearing is conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

## NOTE 4 – DEPOSITS AND INVESTMENTS

### Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

### Investments

The District's investments were held as follows at September 30, 2020:

	<u>Amortized cost</u>	<u>Credit Risk</u>	<u>Maturities</u>
First American Government Obligations Fund - Class Y	\$ 4,168,834	S&P AAAM	Weighted average of the fund portfolio: 44 days
	<u>\$ 4,168,834</u>		

*Credit risk* – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

*Concentration risk* – The District places no limit on the amount the District may invest in any one issuer.

*Interest rate risk* – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

**NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)**

**Investments (Continued)**

*Fair Value Measurement* – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District’s investments have been reported at amortized cost above.

**NOTE 5 – CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2020 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
<u>Governmental activities</u>				
Capital assets, not being depreciated				
Infrastructure in progress	\$ 2,674,394	\$ 13,027,227	\$ -	\$ 15,701,621
Total capital assets, not being depreciated	2,674,394	13,027,227	-	15,701,621
Governmental activities capital assets, net	\$ 2,674,394	\$ 13,027,227	\$ -	\$ 15,701,621

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$128,093,143. The project is expected to be completed in phases. The infrastructure will include offsite improvements, stormwater systems, utilities, roadway improvements, landscaping, hardscaping, parks, an amenity center, and a Fire Station. Upon completion, certain assets will be conveyed to others for ownership and maintenance.

**NOTE 6 – LONG TERM LIABILITIES**

In September 2019 the District issued \$17,745,000 of Special Assessment Bonds, Series 2019 A-1 and A-2 consisting of multiple term bonds with due dates ranging from May 1, 2024 to May 1, 2050 and fixed interest rates ranging from 3.875% to 4.75%. The Bonds were issued to finance a portion of the cost of acquiring, constructing, and equipping the Series 2019 project. Interest is to be paid semiannually on each May 1 and November 1. Principal on the Series 2019 Bonds is paid serially commencing May 1, 2021 through May 1, 2050.

The Bonds are subject to optional redemption prior to maturity as outlined in the Bond Indenture. The Bonds are also subject to extraordinary mandatory redemption prior to their selected maturity in the manner outlined in the Bond Indenture.

## NOTE 6 – LONG TERM LIABILITIES (Continued)

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2020.

Changes in long-term liability activity for the fiscal year ended September 30, 2020 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Bonds payable:					
Series 2019 A1	\$ 16,170,000	\$ -	\$ -	\$ 16,170,000	\$ 270,000
Series 2019 A2	1,575,000	-	-	1,575,000	-
Less original issue discount	72,147	-	2,405	69,742	-
Total	<u>\$ 17,672,853</u>	<u>\$ -</u>	<u>\$ (2,405)</u>	<u>\$ 17,675,258</u>	<u>\$ 270,000</u>

At September 30, 2020, the scheduled debt service requirements on the long-term debt were as follows:

Year ending September 30:	Governmental Activities		
	Principal	Interest	Total
2021	\$ 270,000	\$ 810,319	\$ 1,080,319
2022	280,000	799,857	1,079,857
2023	290,000	789,007	1,079,007
2024	300,000	777,769	1,077,769
2025	315,000	766,144	1,081,144
2026-2030	3,350,000	3,550,688	6,900,688
2031-2035	2,220,000	2,827,575	5,047,575
2036-2040	2,775,000	2,280,375	5,055,375
2041-2045	3,505,000	1,570,113	5,075,113
2046-2049	4,440,000	652,888	5,092,888
Total	<u>\$ 17,745,000</u>	<u>\$ 14,824,735</u>	<u>\$ 32,569,735</u>

## NOTE 7 – DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$106,919, which includes a receivable of \$33,406 at September 30, 2020.

## NOTE 8 – CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations.

## NOTE 9 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

**NOTE 10 – COMMITMENTS AND CONTINGENCIES**

As of September 30, 2020, the District had open contracts for various construction projects. The contracts totaled approximately \$19.4 million, of which approximately \$3.9 million was uncompleted at September 30, 2020.

**NOTE 11 – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
 NASSAU COUNTY, FLORIDA  
 SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
 FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

	Budgeted Amounts	Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original & Final		
<b>REVENUES</b>			
Developer contributions	\$ 113,962	\$ 106,919	\$ 106,919
Total revenues	113,962	106,919	106,919
<b>EXPENDITURES</b>			
Current:			
General government	113,962	106,847	7,115
Maintenance and operations	-	3,065	(3,065)
Total expenditures	113,962	109,912	4,050
Excess (deficiency) of revenues over (under) expenditures	\$ -	(2,993)	\$ 110,969
Fund balance - beginning		6,813	
Fund balance - ending		\$ 3,820	

See notes to required supplementary information



**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
NASSAU COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2020.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Three Rivers Community Development District, Nassau County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 17, 2021.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*B* *Law & Associates*

June 17, 2021



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road ▪ Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 ▪ (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

We have examined Three Rivers Community Development District, Nassau County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2020. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2020.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Three Rivers Community Development District, Nassau County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

*Grau & Associates*

June 17, 2021



**Grau & Associates**  
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**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Three Rivers Community Development District  
Nassau County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Three Rivers Community Development District, Nassau County, Florida ("District") as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated June 17, 2021.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 17, 2021, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Three Rivers Community Development District, Nassau County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Three Rivers Community Development District, Nassau County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

*Grau & Associates*

June 17, 2021

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2019.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2020.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2020.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2020. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

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

**12**

**RESOLUTION 2021-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

**WHEREAS**, the District's Auditor, Grau & Associates, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Report for Fiscal Year 2020;

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

1. The Audited Financial Report for Fiscal Year 2020, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2020, for the period ending September 30, 2020; and
2. A verified copy of said Audited Financial Report for Fiscal Year 2020 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July, 2021.

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors



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

**13**

**RESOLUTION 2021-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING AN OFFICER OF THE DISTRICT, RATIFYING EXECUTED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, Gregg Kern was previously appointed to the District’s Board of Supervisors (“Board”) but was not designated as an officer; and

**WHEREAS**, in his capacity as a Board member, Gregg Kern executed certain documents on the District’s behalf; and

**WHEREAS**, the Board desires to designate Gregg Kern to the officer position set forth in more detail below; and

**WHEREAS**, the Board further desires to ratify all documents executed by Gregg Kern in his capacity as a Board member and prior to this officer designation.

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

**SECTION 1.** Gregg Kern is hereby appointed as Assistant Secretary of the District.

**SECTION 2.** All documents executed by Gregg Kern in his capacity as a Board member, prior to this officer designation, are hereby ratified.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July, 2021.

ATTEST:

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

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

**14**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
MAY 31, 2021**

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
MAY 31, 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
<b>ASSETS</b>							
Cash	\$ 4,053	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,053
Investments							
Revenue	-	144,580	-	2	-	-	144,582
Reserve	-	1,001,064	74,812	165,600	-	-	1,241,476
Prepayment	-	-	768,123	1,195,580	-	-	1,963,703
Construction	-	-	-	-	-	6	6
Construction - master	-	-	-	-	4,857	-	4,857
Construction - neighborhood	-	-	-	-	1	-	1
Cost of issuance	-	-	-	17,176	-	-	17,176
Capitalized interest	-	-	-	82,802	-	-	82,802
Interest	-	-	12,356	-	-	-	12,356
Undeposited funds	2,668	-	-	-	-	-	2,668
Due from Three Rivers Developers	21,662	82,799	15,456	-	-	5,448	125,365
Due from Dream Finders Homes	-	23,497	-	-	-	-	23,497
Utility deposit	1,125	-	-	-	-	-	1,125
Total assets	<u>\$ 29,508</u>	<u>\$1,251,940</u>	<u>\$ 870,747</u>	<u>\$1,461,160</u>	<u>\$ 4,858</u>	<u>\$ 5,454</u>	<u>\$ 3,623,667</u>
<b>LIABILITIES</b>							
Liabilities:							
Accounts payable	\$ 15,026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,026
Retainage payable	-	-	-	-	722,006	160,383	882,389
Accrued wages payable	1,800	-	-	-	-	-	1,800
Accrued taxes payable	229	-	-	-	-	-	229
Developer advance	10,000	-	-	-	-	-	10,000
Total liabilities	<u>27,055</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>722,006</u>	<u>160,383</u>	<u>909,444</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Unearned revenue	-	23,753	-	-	-	-	23,753
Deferred receipts	21,662	106,296	15,456	-	-	-	143,414
Total deferred inflows of resources	<u>21,662</u>	<u>130,049</u>	<u>15,456</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>167,167</u>
<b>FUND BALANCES</b>							
Assigned:							
Restricted for							
Debt service	-	1,121,891	855,291	1,461,160	-	-	3,438,342
Capital projects	-	-	-	-	(717,148)	(154,929)	(872,077)
Unassigned	(19,209)	-	-	-	-	-	(19,209)
Total fund balances	<u>(19,209)</u>	<u>1,121,891</u>	<u>855,291</u>	<u>1,461,160</u>	<u>(717,148)</u>	<u>(154,929)</u>	<u>2,547,056</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 29,508</u>	<u>\$1,251,940</u>	<u>\$ 870,747</u>	<u>\$1,461,160</u>	<u>\$ 4,858</u>	<u>\$ 5,454</u>	<u>\$ 3,623,667</u>

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Developer contribution	\$ 2,668	\$ 50,839	\$ 268,602	19%
Total revenues	<u>2,668</u>	<u>50,839</u>	<u>268,602</u>	19%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Supervisor fees	800	4,200	12,000	35%
FICA	61	321	918	35%
Engineering	3,545	7,070	12,000	59%
Attorney	261	3,148	25,000	13%
Arbitrage	-	-	450	0%
Assessment administration	417	3,333	5,000	67%
Dissemination agent	83	667	1,000	67%
Trustee	-	4,041	5,000	81%
Audit	-	1,000	4,200	24%
Management	3,750	30,000	45,000	67%
Website maintenance	-	-	1,680	0%
ADA website compliance*	-	-	210	0%
Telephone	45	363	544	67%
Postage	-	35	1,000	4%
Insurance	-	5,381	6,000	90%
Printing & binding	167	1,333	2,000	67%
Legal advertising	235	3,110	5,000	62%
Other current charges	-	49	800	6%
Office supplies	-	-	625	0%
Dues, licenses & subscriptions	-	175	175	100%
Total professional & administrative	<u>9,364</u>	<u>64,226</u>	<u>128,602</u>	50%
<b>Operations &amp; maintenance</b>				
Landscape maintenance	-	-	65,000	0%
Landscape contingency	-	-	7,000	0%
Utilities	3,203	9,642	50,000	19%
Lake/stormwater maintenance	-	-	8,000	0%
Irrigation repairs	-	-	10,000	0%
Total operations & maintenance	<u>3,203</u>	<u>9,642</u>	<u>140,000</u>	7%
Total expenditures	<u>12,567</u>	<u>73,868</u>	<u>268,602</u>	28%
Excess/(deficiency) of revenues over/(under) expenditures	(9,899)	(23,029)	-	
Fund balances - beginning	(9,310)	3,820	-	
Fund balances - ending	<u>\$ (19,209)</u>	<u>\$ (19,209)</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 MAY 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ 41,788	\$ 508,212	\$ 1,000,506	51%
Lot closing	-	244,434	-	N/A
Interest	6	46	5,000	1%
Total revenues	<u>41,794</u>	<u>752,692</u>	<u>1,005,506</u>	75%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	270,000	270,000	270,000	100%
Interest 11/1	-	367,753	367,753	100%
Interest 5/1	367,753	367,753	367,753	100%
Total debt service	<u>637,753</u>	<u>1,005,506</u>	<u>1,005,506</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	(595,959)	(252,814)	-	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	-	(4,409)	-	N/A
Total other financing sources	<u>-</u>	<u>(4,409)</u>	<u>-</u>	N/A
Net change in fund balances	(595,959)	(257,223)	-	
Fund balances - beginning	<u>1,717,850</u>	<u>1,379,114</u>	<u>1,383,738</u>	
Fund balances - ending	<u>\$ 1,121,891</u>	<u>\$ 1,121,891</u>	<u>\$ 1,383,738</u>	

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019A-2 BONDS  
FOR THE PERIOD ENDED MAY 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 7,772	\$ 74,812	10%
Assessment prepayments	-	1,055,120	-	N/A
Lot closing	-	98,235	-	N/A
Interest	1	13	-	N/A
Total revenues	<u>1</u>	<u>1,161,140</u>	<u>74,812</u>	1552%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Interest 11/1	-	37,406	37,406	100%
Interest 5/1	23,869	30,460	37,406	81%
Principal prepayment	-	570,000	-	N/A
Total debt service	<u>23,869</u>	<u>637,866</u>	<u>74,812</u>	853%
Excess/(deficiency) of revenues over/(under) expenditures	(23,868)	523,274	-	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	-	(448)	-	N/A
Total other financing sources	<u>-</u>	<u>(448)</u>	<u>-</u>	N/A
Net change in fund balances	(23,868)	522,826	-	
Fund balances - beginning	879,159	332,465	113,497	
Fund balances - ending	<u>\$ 855,291</u>	<u>\$ 855,291</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 MAY 31, 2021**

	Current Month	Year To Date
<b>REVENUES</b>		
Assessment prepayments	\$ -	\$ 563,953
Lot closing	-	631,627
Interest	2	5
Total revenues	2	1,195,585
<b>EXPENDITURES</b>		
<b>Debt service</b>		
Interest 5/1	39,560	39,560
Cost of issuance	5,725	161,515
Total debt service	45,285	201,075
Excess/(deficiency) of revenues over/(under) expenditures	(45,283)	994,510
<b>OTHER FINANCING SOURCES/(USES)</b>		
Receipt of bond proceeds	-	540,250
Underwriter's discount	-	(73,600)
Total other financing sources	-	466,650
Net change in fund balances	(45,283)	1,461,160
Fund balances - beginning	1,506,443	-
Fund balances - ending	\$ 1,461,160	\$ 1,461,160

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2019 BONDS  
FOR THE PERIOD ENDED MAY 31, 2021**

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

**THREE RIVERS  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2021 BONDS  
FOR THE PERIOD ENDED MAY 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Developer contribution	\$ 1,685,844	\$ 1,685,844
Interest	6	28
Total revenues	<u>1,685,850</u>	<u>1,685,872</u>
<b>EXPENDITURES</b>		
Capital outlay	<u>1,604,675</u>	<u>4,980,551</u>
Total expenditures	<u>1,604,675</u>	<u>4,980,551</u>
Excess/(deficiency) of revenues over/(under) expenditures	81,175	(3,294,679)
<b>OTHER FINANCING SOURCES/(USES)</b>		
Receipt of bond proceeds	-	3,139,750
Total other financing sources/(uses)	<u>-</u>	<u>3,139,750</u>
Net change in fund balances	81,175	(154,929)
Fund balances - beginning	(236,104)	-
Fund balances - ending	<u>\$ (154,929)</u>	<u>\$ (154,929)</u>

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

**15**

**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 June 17, 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
Rose Bock	Assistant Secretary
Greg Kern	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Kristen Suit	Wrathell, Hunt and Associates, LLC
Wes Haber (via telephone)	District Counsel
Ally Spell	Castle Group

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Wrathell called the meeting to order at 3:01 p.m. Supervisors O'Reilly, Bock and Kern were present, in person. Supervisors Taylor and Miars were 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 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*)**

- 41 I. Requisition Number 36: Crown Pools, Inc. [\$15,350.00]
- 42 II. Requisition Number 37: ELM, Inc. [\$8,261.32]
- 43 III. Requisition Number 38: Ferguson Waterworks [\$68,364.40]
- 44 IV. Requisition Number 39: Goddard Design Associates, Inc. [\$23,800.00]
- 45 V. Requisition Number 40: ELM, Inc. [\$22,388.22]
- 46 VI. Requisition Number 41: Auld & White Constructors, LLC [\$103,352.78]
- 47 VII. Requisition Number 42: Bio-Tech Consulting, Inc. [\$1,012.50]
- 48 VIII. Requisition Number 43: Dominion Engineering Group, Inc. [\$17,530.00]
- 49 IX. Requisition Number 44: Hopping Green & Sams [\$2,017.36]
- 50 X. Requisition Number 45: Nassau County Board of County Commissioners
- 51 [\$15,070.00]

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

**FOURTH ORDER OF BUSINESS**

**Update: Series 2021 Timeline**

Mr. Wrathell stated that the timeline might be delayed slightly, pending the Supplemental Engineer’s Report.

**FIFTH ORDER OF BUSINESS**

**Consideration of Proposal of Preparation of Supplemental Engineer’s Report**

Mr. Wrathell presented the England-Thims & Miller, Inc. (ETM) proposal for preparation of the Supplemental Engineer’s Report. The cost would likely be paid from the costs of issuance.

On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, the England-Thims & Miller, Inc., proposal for preparation of the Supplemental Engineer’s Report, was approved.

**SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of April 30, 2021**

Mr. Wrathell presented the Unaudited Financial Statements as of April 30, 2021.

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**On MOTION by Mr. O’Reilly and seconded by Ms. Bock, with all in favor, the Unaudited Financial Statements as of April 30, 2021, were accepted.**

**SEVENTH ORDER OF BUSINESS** **Consideration of May 20, 2021 Regular Meeting Minutes**

Mr. Wrathell presented the May 20, 2021 Regular Meeting Minutes.

**On MOTION by Ms. Bock and seconded by Mr. O’Reilly, with all in favor, the May 20, 2021 Regular Meeting Minutes, as presented, were approved.**

**EIGHTH ORDER OF BUSINESS** **Staff Reports**

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

There was nothing to report.

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

There was no report.

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

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

The next meeting will be held on July 15, 2021 at 3:00 p.m.

**NINTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

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

**TENTH ORDER OF BUSINESS** **Public Comments**

There being no public comments, the next item followed.

**ELEVENTH ORDER OF BUSINESS** **Adjournment**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. O’Reilly and seconded by Ms. Bock, with all in favor, the meeting adjourned at 3:12 p.m.**

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



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

**16C1**

# Strange Zone, Inc.

# Quotation

260 NW 67th Street #108  
Boca Raton, FL 33487  
Phone: (305) 607-2989

**DATE** July 20, 2020  
**Quotation #** M20-1006  
**Customer ID** TRDD

*Prepared by:* Stephan

**Prepared For:**

C.O. Daphne Gillyard  
Three River Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Phone: (561) 571-0010

Description	AMOUNT
<b>Website creation &amp; development</b> <i>Website will be created using company provided colors, images &amp; logo if available. The website will include the following pages &amp; content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings &amp; documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule &amp; minutes from meetings. The website HTML Code will be WCAG 2.0 AA Compliant. <b>Client will be responsible for providing WCAG 2.0 AA Compliant PDF.</b></i>	\$975.00
<b>Website maintenance   For 1 year</b> Please allow up to 48 hours for updates to be posted. <i>Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of \$50/ Page.</i>	\$600.00
<b>Website hosting &amp; Email   For 1 year</b> <i>Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space \$10/User/Month</i>	Included
<b>Domain Transfer (threeriverscdd.com)</b>	\$35.00
<b>SSL Certificates   1 year</b>	\$69.99
<b>TOTAL</b>	<b>\$ 1,679.99</b>

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

**THANK YOU FOR YOUR BUSINESS!**

Date: January 28, 2021  
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

#### **Technological Auditing**

WCAG Standards  
Technological auditing of the agreed upon pages.  
Detailed Reports

#### **Accessibility Policy and Compliance Shield**

Indication to all website visitors that compliance, accessibility, and usability are a priority.  
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.



**Scope of Services Performed by ADA Site Compliance:**

- A. Technological Auditing and Reporting – WCAG Standards
- B. Accessibility Policy and Compliance Shield
- C. Technical Support – Email and Phone

**Compliance Shield, Accessibility Policy and 1 Annual Technological Audit**

\$210 per website (normally \$549) – Annual Pricing

**Three Rivers CDD Representative**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**ADA Site Compliance Representative**

By: *Scott Trachtenberg*

Name: Scott Trachtenberg

Its: CEO



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

**16CII**

**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*

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