

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

November 17, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

November 10, 2022

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

Board of Supervisors
Three Rivers Community Development District

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Regular Meeting on November 17, 2022 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors *(the following will be provided in a separate package)*
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date
5. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date
6. Consent Agenda
 - A. Consideration/Ratification of Requisition(s): Construction Account *(support documentation available upon request)*
 - I. Number 119: Preferred Materials, Inc. [\$9,971.94]

- II. Number 120: Vallencourt Construction Co., Inc. [\$195,156.99]
 - III. Number 121: Preferred Materials, Inc. [\$26,223.12]
 - IV. Number 122: Dominion Engineering Group, Inc. [\$52,658.93]
 - V. Number 123: Vallencourt Construction Co., Inc. [\$154,959.87]
 - VI. Number 124: ECS Florida, LLC [\$750.00]
 - VII. Number 125: ELM, Inc. [\$2,077.50]
 - VIII. Number 126: Vallencourt Construction Co., Inc. [\$19,332.22]
 - IX. Number 127: Dominion Engineering Group, Inc. [\$33,087.50]
- B. Consideration/Ratification of Requisition(s): South Assessment Area (*support documentation available upon request*)
- I. Number 137: Bio-Tech Consulting, Inc. [\$202.50]
 - II. Number 138: Avid Trails LLC. [\$6,600.00]
 - III. Number 139: ELM, Inc. [\$2,077.50]
 - IV. Number 140: Kutak Rock LLP [\$722.50]
 - V. Number 141: Gold Coast Land Management, LLC [\$76,802.00]
 - VI. Number 142: England-Thims & Miller, Inc. [\$1,631.50]
 - VII. Number 143: England-Thims & Miller, Inc. [\$514.00]
 - VIII. Number 144: England-Thims & Miller, Inc. [\$3,040.50]
 - IX. Number 145: England-Thims & Miller, Inc. [\$1,376.50]
 - X. Number 146: England-Thims & Miller, Inc. [\$4,281.25]
 - XI. Number 147: Auld & White Constructors, LLC [\$20,581.71]
 - XII. Number 148: ECS Florida, LLC [\$9,200.00]
 - XIII. Number 149: England-Thims & Miller, Inc. [\$9,990.00]
 - XIV. Number 150: Kutak Rock LLP [\$720.00]
 - XV. Number 151: Vallencourt Construction Co., Inc. [\$319,241.06]
 - XVI. Number 152: ECS Florida, LLC [\$9,400.00]
 - XVII. Number 153: England-Thims & Miller, Inc. [\$7,472.50]
 - XVIII. Number 154: England-Thims & Miller, Inc. [\$10,668.00]
 - XIX. Number 155: England-Thims & Miller, Inc. [\$771.00]
 - XX. Number 156: England-Thims & Miller, Inc. [\$2,742.50]

- XXI. Number 157: England-Thims & Miller, Inc. [\$620.00]
- XXII. Number 158: Vallencourt Construction Co., Inc. [\$236,637.14]
- XXIII. Number 159: Vallencourt Construction Co., Inc. [\$134,411.99]
- XXIV. Number 160: Vallencourt Construction Co., Inc. [\$587,407.14]
- XXV. Number 161: Auld & White Constructors, LLC [\$159,402.24]

C. Ratification Items

- I. The Arco Group, Inc., Statement of Work – Tributary Help Desk Support
- II. Southern Technologies of Jacksonville, Inc, HVAC Maintenance Proposal
- III. Turner Pest Control Amenity Center MPC Commercial Agreement/Set Up
- IV. Rinker Materials Purchase Order
- V. Forterra Pipe and Precast Purchase Order
- VI. Ferguson Waterworks Purchase Order

7. Acceptance of Unaudited Financial Statements as of September 30, 2022

8. Approval of Minutes

- A. August 31, 2022 Public Hearings and Regular Meeting
- B. September 15, 2022 Regular Meeting

9. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineers: *Dominion Engineering Group, Inc. and ETM*
- C. Property Manager: *Castle Group*
- D. Lifestyle Director: *Gina Maloney, Castle Group*
- E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 15, 2022 at 3:00 P.M.

○ QUORUM CHECK

BRAD ODOM	<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

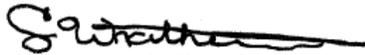
10. Board Members' Comments/Requests

11. Public Comments

12. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS’ ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners’ meeting is required to be held within 90 days of the District’s establishment and every two years following the establishment of a Community Development District for the purpose of electing Supervisors to the Board of Supervisors of the District; and

WHEREAS, following proper publication of notice thereof, such landowners’ meeting was held November 1, 2022 and continued to November 8, 2022, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

SECTION 1: The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in his favor as shown, to wit:

SEAT	NAME OF SUPERVISOR	VOTES
1	Brad Odom	1,137 Votes
3	Gregg Kern	1,138 Votes
5	Mike Taylor	1,138 Votes

SECTION 2: In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, they are declared to have been elected for the following term of office:

SEAT	NAME OF SUPERVISOR	TERM OF OFFICE	TERM EXPIRATION DATE
1	Brad Odom	2-Year Term	November, 2024
3	Gregg Kern	4-Year Term	November, 2026
5	Mike Taylor	4-Year Term	November, 2026

SECTION 3: Severability. That all Sections or parts of Sections or any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

SECTION 4: Conflict. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5: Effective Date. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Three Rivers Community Development District.

Said terms of office shall commence immediately upon the adoption of this Resolution.

PASSED AND ADOPTED this 17th day of November, 2022.

**THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT**

Attest:

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, 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, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1. _____ is appointed Chair.

SECTION 2. _____ is appointed Vice Chair.

SECTION 3. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

 Ernesto Torres is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 17th day of November, 2022.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6A1

**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: **119**
- (2) Name of Payee pursuant to Acquisition Agreement:
Preferred Materials, Inc.
- (3) Amount Payable: **\$9,971.94**
- (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 – Invoices #1794999**
- (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.

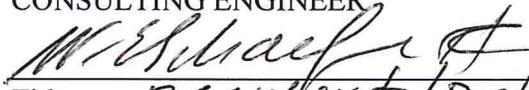
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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: president / District eng.



4636 Scarborough Dr
Lutz, FL 33559

500319
1794999
07/12/22
Page 1 of 2
TRIBUTARY
Q435303-TRIBUTARY

Three Rivers Community Development District PO#016
475 West Town Place
C/O Vallencourt Construction
Saint Augustine FL 32092

Preferred Materials, Inc.
4636 Scarborough Dr
Lutz, FL 33559
813-973-2888

christina.little@preferredmaterials.com

Delivered To: TRIBUTARY-Q435303

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04230 Asphalt - Jacksonville Greenland												
MATERIAL: 12.5mm Commercial Sales Rap												
07/12/22	330099323	211855R40	12.5mm Commercial Sales Rap	17.85	TON	66.00	0.00	0.00	1,178.10	0.00	0.00	1,178.10
07/12/22	330099325	211855R40	12.5mm Commercial Sales Rap	18.92	TON	66.00	0.00	0.00	1,248.72	0.00	0.00	1,248.72
07/12/22	330099329	211855R40	12.5mm Commercial Sales Rap	18.94	TON	66.00	0.00	0.00	1,250.04	0.00	0.00	1,250.04
07/12/22	330099332	211855R40	12.5mm Commercial Sales Rap	19.09	TON	66.00	0.00	0.00	1,259.94	0.00	0.00	1,259.94
07/12/22	330099335	211855R40	12.5mm Commercial Sales Rap	19.24	TON	66.00	0.00	0.00	1,269.84	0.00	0.00	1,269.84
07/12/22	330099354	211855R40	12.5mm Commercial Sales Rap	19.33	TON	66.00	0.00	0.00	1,275.78	0.00	0.00	1,275.78
07/12/22	330099356	211855R40	12.5mm Commercial Sales Rap	18.79	TON	66.00	0.00	0.00	1,240.14	0.00	0.00	1,240.14
07/12/22	330099367	211855R40	12.5mm Commercial Sales Rap	18.93	TON	66.00	0.00	0.00	1,249.38	0.00	0.00	1,249.38
Total :				151.09			TON		9,971.94	0.00	0.00	9,971.94
Total Invoice:				151.09					9,971.94	0.00	0.00	9,971.94

Payments made by credit or debit card will be subject to a \$4.95 convenience fee per transaction. Preferred Materials and Conrad Yelvington Distributors, continues to offer alternate payment options not subject to this fee, including: Check, E-Check, Chax (check by fax) and ACH.

Never change any remittance or payment information (electronic or otherwise) without first contacting and confirming with the vendor using the contact information in your system.



4636 Scarborough Dr
Lutz, FL 33559

Customer No: 500319
Invoice No: 1794999
Inv Date: 07/12/22
Page: Page 2 of 2
Customer PO: TRIBUTARY
Customer Job: Q435303-TRIBUTARY

Three Rivers Community Development District PO#016
 475 West Town Place
 C/O Vallencourt Construction
 Saint Augustine FL 32092

Preferred Materials, Inc.
 4636 Scarborough Dr
 Lutz, FL 33559
 813-973-2888

christina.little@preferredmaterials.com

Delivered To: TRIBUTARY-Q435303

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
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Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 9,971.94

Amount Paid: _____

Customer Name: Three Rivers Community Development District PO#016
Customer No: 500319
Invoice #: 1794999
Date: 07/12/22
Customer Job: Q435303-TRIBUTARY
Customer PO: TRIBUTARY
Due Date: 08/11/22

If you have any questions about your invoice please call 813-973-2888

Remit Payment To: Preferred Materials, Inc.
 PO Box 198350
 Atlanta, GA 30374-8350

Count: 1

Please provide your email address below if you would like to start receiving your invoices via email

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6A11

**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: **120**
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
- (3) Amount Payable: **\$195,156.99**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Applications #8201-16 Tributary, Unit 6 Infrastructure Project**
- (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: _____

OK w. Schaefer

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: 08/01/22

Period To: 7/31/2022

Invoice #: 8201

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

VCC Project #: 2021-26

Application #: 16

Attn.: Bill Schaefer

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

ORIGINAL CONTRACT AMOUNT.....	\$	7,369,293.77
CHANGE ORDERS TO DATE.....	\$	(915,387.03)
REVISED CONTRACT AMOUNT.....	\$	6,453,906.74
PERCENTAGE COMPLETE.....	96.51%	
WORK COMPLETE TO DATE.....	\$	6,228,412.48
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	6,228,412.48
LESS RETAINAGE.....	\$	311,420.62
TOTAL EARNED LESS RETAINAGE.....	\$	5,916,991.85
LESS PREVIOUS BILLINGS.....	\$	5,721,834.86
CURRENT DUE.....	\$	195,156.99

Account Summary:	Sales	
	This Period	To Date
Gross:	205,428.41	6,228,412.48
Retainage:	10,271.42	311,420.62
Net:	195,156.99	5,916,991.85



AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

Three Rivers CDD

Tributary, Unit 6 Infrastructure Project

Yulee, FL

APPLICATION NUMBER: **8201-16**

APPLICATION DATE: **08/01/22**

PERIOD TO: **07/31/22**

VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not In Der. E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
			UNIT 6, TRIBUTARY						
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 157,923.00	\$ 152,714.40	\$ 2,604.30		\$ 155,318.70	98%	\$ 2,604.30	\$ 7,765.94
2.	NDPES	\$ 25,038.00	\$ 23,520.92	\$ 765.95		\$ 24,286.86	97%	\$ 751.14	\$ 1,214.34
3.	SURVEY & AS-BUILTS	\$ 142,580.00	\$ 128,726.20	\$ 5,337.20		\$ 134,063.40	94%	\$ 8,516.60	\$ 6,703.17
4.	EROSION CONTROL	\$ 9,840.70	\$ 9,840.70	\$ -		\$ 9,840.70	100%	\$ -	\$ 492.04
5.	MOT	\$ 6,358.00	\$ 5,976.52	\$ 190.74		\$ 6,167.26	97%	\$ 190.74	\$ 308.36
6.	DEMOLITION	\$ 8,887.65	\$ 8,887.65	\$ -		\$ 8,887.65	100%	\$ -	\$ 444.38
8.	POND EXCAVATION	\$ 230,673.30	\$ 230,673.30	\$ -		\$ 230,673.30	100%	\$ -	\$ 11,533.67
9.	EARTHWORK	\$ 2,679,632.20	\$ 2,656,585.80	\$ 8,024.31		\$ 2,664,610.11	99%	\$ 15,022.09	\$ 133,230.51
10.	GRASSING	\$ 130,555.47	\$ 115,674.15	\$ -		\$ 115,674.15	89%	\$ 14,881.32	\$ 5,783.71
11.	SUBSOIL STABILIZATION	\$ 210,895.00	\$ 210,895.00	\$ -		\$ 210,895.00	100%	\$ -	\$ 10,544.75
12.	BASE	\$ 349,089.00	\$ 313,821.53	\$ 5,669.15		\$ 319,490.68	92%	\$ 29,598.32	\$ 15,974.53
13.	ASPHALT	\$ 261,196.10	\$ 109,417.00	\$ 107,459.94		\$ 216,876.94	83%	\$ 44,319.16	\$ 10,843.85
15.	STRIPING & SIGNAGE	\$ 38,091.00	\$ -	\$ 28,568.25		\$ 28,568.25	75%	\$ 9,522.75	\$ 1,428.41
16.	CONCRETE	\$ 278,746.75	\$ 186,134.85	\$ -		\$ 186,134.85	67%	\$ 92,611.90	\$ 9,306.74
14.	HARDSCAPE	\$ 13,217.50	\$ 13,217.50	\$ -		\$ 13,217.50	100%	\$ -	\$ 660.88
17.	STORM DRAINAGE	\$ 1,156,927.40	\$ 1,109,520.65	\$ -		\$ 1,109,520.65	96%	\$ 47,406.75	\$ 55,476.03
18.	GRAVITY SEWER	\$ 581,984.70	\$ 568,091.93	\$ 13,892.78		\$ 581,984.70	100%	\$ -	\$ 29,099.24
20.	WATER MAIN	\$ 572,257.20	\$ 546,696.47	\$ 17,371.13		\$ 564,067.60	99%	\$ 8,189.60	\$ 28,203.38
21.	REUSE MAIN	\$ 390,318.60	\$ 367,525.64	\$ 15,544.67		\$ 383,070.30	98%	\$ 7,248.30	\$ 19,153.52
22.	ELECTRICAL	\$ 125,000.00	\$ 125,000.00	\$ -		\$ 125,000.00	100%	\$ -	\$ 6,250.00
24.	LANDSCAPING & IRRIGATION ALLOWANCES	\$ 82.20	\$ 55,450.90	\$ -		\$ 55,450.90	67459%	\$ (55,368.70)	\$ 2,772.55
	ORIGINAL CONTRACT TOTALS	\$ 7,369,293.77	\$ 6,938,371.10	\$ 205,428.41	\$ -	\$ 7,143,799.51	97%	\$ 225,494.26	\$ 357,189.98

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

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

APPLICATION NUMBER: **8201-16**

APPLICATION DATE: **08/01/22**

PERIOD TO: **07/31/22**

VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
25.	CO #1 - REDUCE IMPORTED FILL, FROM U4	\$ (188,644.50)	\$ (188,644.50)	\$ -		\$ (188,644.50)	100%	\$ -	\$ (9,432.23)
26.	CO #2 - STORM ODP DEDUCT & TAX	\$ (405,407.19)	\$ (405,407.19)	\$ -		\$ (405,407.19)	100%	\$ -	\$ (20,270.36)
27.	CO #2 - SEWER ODP DEDUCT & TAX	\$ (119,855.65)	\$ (119,855.65)	\$ -		\$ (119,855.65)	100%	\$ -	\$ (5,992.78)
28.	CO #2 - WATER ODP DEDUCT & TAX	\$ (142,190.47)	\$ (142,190.47)	\$ -		\$ (142,190.47)	100%	\$ -	\$ (7,109.52)
29.	CO #2 - REUSE ODP DEDUCT & TAX	\$ (59,289.22)	\$ (59,289.22)	\$ -		\$ (59,289.22)	100%	\$ -	\$ (2,964.46)
	CHANGE ORDER TOTALS	\$ (915,387.03)	\$ (915,387.03)	\$ -	\$ -	\$ (915,387.03)	100%	\$ -	\$ (45,769.35)
	TOTALS----->	\$ 6,453,906.74	\$ 6,022,984.07	\$ 205,428.41	\$ -	\$ 6,228,412.48	96.51%	\$ 225,494.26	\$ 311,420.62

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	0.03	0.94	0.97	\$ 2,604.30	\$ 81,601.40	\$ 84,205.70	97%
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%
MOBILIZATION & GENERAL CONDITIONS					\$157,923.00				\$2,604.30	\$152,714.40	\$155,318.70	98%
300	NPDES Permit Compliance	12	MO	\$493.50	\$5,922.00	0.39	11.25	11.64	\$ 192.47	\$ 5,551.88	\$ 5,744.34	97%
303	Maintain Silt Fence	7,690	LF	\$1.20	\$9,228.00	230.70	7,228.60	7,459.30	\$ 276.84	\$ 8,674.32	\$ 8,951.16	97%
304	NPDES Reporting	12	MO	\$824.00	\$9,888.00	0.36	11.28	11.64	\$ 296.64	\$ 9,294.72	\$ 9,591.36	97%
NPDES					\$25,038.00				\$765.95	\$23,520.92	\$24,286.86	97%
400	Surveying	1	LS	\$82,020.00	\$82,020.00	0.03	0.94	0.97	\$ 2,460.60	\$ 77,098.80	\$ 79,559.40	97%
500	Lot As-Builts	1	LS	\$15,140.00	\$15,140.00	0.04	0.96	1.00	\$ 605.60	\$ 14,534.40	\$ 15,140.00	100%
500	Paving and Drainage As-Builts	1	LS	\$15,140.00	\$15,140.00	0.05	0.75	0.80	\$ 757.00	\$ 11,355.00	\$ 12,112.00	80%
500	Utility As-Builts	1	LS	\$30,280.00	\$30,280.00	0.05	0.85	0.90	\$ 1,514.00	\$ 25,738.00	\$ 27,252.00	90%
SURVEY & AS-BUILTS					\$142,580.00				\$5,337.20	\$128,726.20	\$134,063.40	94%
601	Silt Fence Type III (Regular)	705	LF	\$0.94	\$662.70		705.00	705.00	-	\$ 662.70	\$ 662.70	100%
608	Inlet Protection	52	EACH	\$176.50	\$9,178.00		52.00	52.00	-	\$ 9,178.00	\$ 9,178.00	100%
EROSION CONTROL					\$9,840.70				\$0.00	\$9,840.70	\$9,840.70	100%
700	Maintenance of Traffic (Basic Signs)	1.00	LS	\$6,358.00	\$6,358.00	0.03	0.94	0.97	\$ 190.74	\$ 5,976.52	\$ 6,167.26	97%
MOT					\$6,358.00				\$190.74	\$5,976.52	\$6,167.26	97%
801	Demo Storm Pipe (36" RCP)	189	LF	\$29.60	\$5,594.40		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		65.00	65.00	-	\$ 237.25	\$ 237.25	100%
DEMOLITION					\$8,887.65				\$0.00	\$8,887.65	\$8,887.65	100%
1001	Dewater for Pond	1	LS	\$37,525.80	\$37,525.80		1.00	1.00	-	\$ 37,525.80	\$ 37,525.80	100%
1002	Pond Excavation	55,185	CY	\$3.50	\$193,147.50		55,185.00	55,185.00	-	\$ 193,147.50	\$ 193,147.50	100%
POND EXCAVATION					\$230,673.30				\$0.00	\$230,673.30	\$230,673.30	100%
1104	Site Dewatering	1	LS	\$38,295.00	\$38,295.00		1.00	1.00	-	\$ 38,295.00	\$ 38,295.00	100%
1104	Strip Topsoil	45,735	CY	\$3.05	\$138,491.75		45,735.00	45,735.00	-	\$ 139,491.75	\$ 139,491.75	100%
1105	Bury Onsite	22,868	CY	\$3.30	\$75,464.40		22,868.00	22,868.00	-	\$ 75,464.40	\$ 75,464.40	100%
1107	Export Topsoil Off Site	22,867	CY	\$6.25	\$142,918.75	686.01	21,037.64	21,723.65	\$ 4,287.56	\$ 131,485.25	\$ 135,772.81	55%
1108	Site Cut	165	CY	\$2.95	\$486.75		165.00	165.00	-	\$ 486.75	\$ 486.75	100%
1109	Place & Compact Fill	175,161	CY	\$5.78	\$1,012,160.35		175,161.00	175,161.00	-	\$ 1,012,160.35	\$ 1,012,160.35	100%
1110	Earthwork Density Testing	1	LS	\$31,610.00	\$31,610.00	0.02	0.96	0.98	\$ 632.20	\$ 30,345.60	\$ 30,977.80	98%
1114	Remove/Replace Unsuitables - Pipe Trenches	32,415	CY	\$16.35	\$529,985.25		32,415.00	32,415.00	-	\$ 529,985.25	\$ 529,985.25	100%
1114	Remove/Replace Unsuitables - Pond 5 & 7	44,501	CY	\$13.45	\$598,538.45		44,501.00	44,501.00	-	\$ 598,538.45	\$ 598,538.45	100%
1115	Fine Grade Lots	110,455	SY	\$0.70	\$77,318.50		110,455.00	110,455.00	-	\$ 77,318.50	\$ 77,318.50	100%
1118	Final Dressout	34,495	SY	\$0.60	\$20,697.00	5,174.25	17,247.50	22,421.75	\$ 3,104.55	\$ 10,348.50	\$ 13,453.05	65%
1119	Dress Behind Subcontractors	1	LS	\$12,666.00	\$12,666.00		1.00	1.00	-	\$ 12,666.00	\$ 12,666.00	100%
EARTHWORK					\$2,679,632.20				\$8,024.31	\$2,656,585.80	\$2,664,610.11	99%
1201	Site Sod	4,887	SY	\$4.46	\$21,773.55		4,887.00	4,887.00	-	\$ 21,773.55	\$ 21,773.55	100%
1205	BCC Sod	1,890	SY	\$2.65	\$5,008.50		0.00	0.00	-	\$ -	\$ -	0%
1203	Pond Sod	14,317	SY	\$2.65	\$37,940.05		14,317.00	14,317.00	-	\$ 37,940.05	\$ 37,940.05	100%
1202	Site Seed and Mulch	8,610	SY	\$0.47	\$4,046.70		8,610.00	8,610.00	-	\$ 4,046.70	\$ 4,046.70	100%
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		110,455.00	110,455.00	-	\$ 51,913.85	\$ 51,913.85	100%
GRASSING					\$130,555.47				\$0.00	\$115,674.15	\$115,674.15	89%
1304	Subsoil Stabilization	29,195	SY	\$7.22	\$210,895.00		29,195.00	29,195.00	-	\$ 210,895.00	\$ 210,895.00	100%
SUBSOIL STABILIZATION					\$210,895.00				\$0.00	\$210,895.00	\$210,895.00	100%
1402	6" Limerock	21,935	SY	\$12.92	\$283,457.50	438.70	19,302.80	19,741.50	\$ 5,669.15	\$ 249,442.60	\$ 255,111.75	90%
1403	8" Limerock	3,175	SY	\$16.10	\$51,117.50		3,175.00	3,175.00	-	\$ 51,117.50	\$ 51,117.50	100%
1517	Prime Limerock	24,600	SY	\$0.59	\$14,514.00		22,477.00	22,477.00	-	\$ 13,261.43	\$ 13,261.43	91%
BASE					\$349,089.00				\$5,669.15	\$313,821.53	\$319,490.68	92%
1503	1" Asphalt SP-12.5 - Estuary (1st Lift)	2,665	SY	\$6.75	\$17,988.75	2,665.00	0.00	2,665.00	\$ 17,988.75	-	\$ 17,988.75	100%
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	8,635.00	10,560.00	19,195.00	\$ 89,471.19	\$ 109,417.00	\$ 198,888.19	91%
1518	Tack Coat	2,665	SY	\$0.59	\$1,572.35		0.00	0.00	-	\$ -	\$ -	0%
ASPHALT					\$261,196.20				\$107,459.94	\$109,417.00	\$216,876.94	83%
1700	Striping & Signs	1	LS	\$38,091.00	\$38,091.00	0.75	0.00	0.75	\$ 28,568.25	-	\$ 28,568.25	75%
STRIPING & SIGNAGE					\$38,091.00				\$28,568.25	\$0.00	\$28,568.25	75%
1804	Curb & Gutter	18,062	LF	\$11.45	\$206,816.50		16,255.80	16,255.80	-	\$ 186,134.85	\$ 186,134.85	90%
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%
CONCRETE					\$278,746.75				\$0.00	\$186,134.85	\$186,134.85	67%
2103	Keystone Retaining Wall	425	SF	\$31.10	\$13,217.50		425.00	425.00	-	\$ 13,217.50	\$ 13,217.50	100%
HARDSCAPE					\$13,217.50				\$0.00	\$13,217.50	\$13,217.50	100%
3003	Dewater Storm Drain	1	LS	\$66,773.70	\$66,773.70		1.00	1.00	-	\$ 66,773.70	\$ 66,773.70	100%
3000	Storm Structures (All types & depths)	59	EACH	\$4,749.14	\$280,199.00		59.00	59.00	-	\$ 280,199.00	\$ 280,199.00	100%
3084	Mitered End Sections (All sizes)	11	EACH	\$2,108.09	\$23,189.00		11.00	11.00	-	\$ 23,189.00	\$ 23,189.00	100%
3184	Storm Pipe (All sizes & depths)	7,180	LF	\$90.23	\$647,878.20		7,180.00	7,180.00	-	\$ 647,878.20	\$ 647,878.20	100%
3263	Roadway Underdrain	1,135	LF	\$35.05	\$39,790.00		1,135.00	1,135.00	-	\$ 39,790.00	\$ 39,790.00	100%
3258	Rip Rap	14	TON	\$306.00	\$4,284.00		14.00	14.00	-	\$ 4,284.00	\$ 4,284.00	100%
3279	Punch Out Storm Drain	7,180	LF	\$13.21	\$94,813.50		3,590.00	3,590.00	-	\$ 47,406.75	\$ 47,406.75	50%
STORM DRAINAGE					\$1,156,927.40				\$0.00	\$1,109,520.65	\$1,109,520.65	96%
4003	Dewater Gravity Sewer	3,135	LF	\$19.60	\$61,446.00		3,135.00	3,135.00	-	\$ 61,446.00	\$ 61,446.00	100%
4015	Sanitary Manholes (All types & depths)	26	EACH	\$5,172.92	\$134,496.00		26.00	26.00	-	\$ 134,496.00	\$ 134,496.00	100%
4104	SDR26 Sewer Main (All sizes & depths)	6,182	LF	\$35.37	\$218,667.60		6,182.00	6,182.00	-	\$ 218,667.60	\$ 218,667.60	100%
4145	Sewer Services	168	EACH	\$665.50	\$111,804.00		168.00	168.00	-	\$ 111,804.00	\$ 111,804.00	100%
4144	Punch Out Sewer	6,182	LF	\$8.99	\$55,571.10	1,545.50	4,636.50	6,182.00	\$ 13,892.78	\$ 41,678.33	\$ 55,571.10	100%

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AIII

**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: **121**
- (2) Name of Payee pursuant to Acquisition Agreement:
Preferred Materials, Inc.
- (3) Amount Payable: **\$26,223.12**
- (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 – Invoices #1803237 & 1778103**
- (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

M. Schaefer
Title: president / District Eng

OK to pay *M. E. [Signature]*



4636 Scarborough Dr
Lutz, FL 33559

Customer No: 500319
 Invoice No: 1803237
 Inv Date: 07/13/22
 Page: Page 1 of 2
 Customer PO: TRIBUTARY
 Customer Job: Q840438-TRIBUTARY

Three Rivers Community Development District PO#016
 475 West Town Place
 C/O Vallencourt Construction
 Saint Augustine FL 32092

Preferred Materials, Inc.
 4636 Scarborough Dr
 Lutz, FL 33559
 813-973-2888

christina.little@preferredmaterials.com

Delivered To: TRIBUTARY-Q840438 *unit 4*

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04230 Asphalt - Jacksonville Greenland												
MATERIAL: 12.5mm Commercial Sales Rap												
07/13/22	330099396	211855R40	12.5mm Commercial Sales Rap	18.81	TON	66.00	0.00	0.00	1,241.46	0.00	0.00	1,241.46
07/13/22	330099397	211855R40	12.5mm Commercial Sales Rap	19.15	TON	66.00	0.00	0.00	1,263.90	0.00	0.00	1,263.90
07/13/22	330099398	211855R40	12.5mm Commercial Sales Rap	18.93	TON	66.00	0.00	0.00	1,249.38	0.00	0.00	1,249.38
07/13/22	330099399	211855R40	12.5mm Commercial Sales Rap	19.38	TON	66.00	0.00	0.00	1,279.08	0.00	0.00	1,279.08
07/13/22	330099403	211855R40	12.5mm Commercial Sales Rap	19.16	TON	66.00	0.00	0.00	1,264.56	0.00	0.00	1,264.56
07/13/22	330099417	211855R40	12.5mm Commercial Sales Rap	17.84	TON	66.00	0.00	0.00	1,177.44	0.00	0.00	1,177.44
07/13/22	330099419	211855R40	12.5mm Commercial Sales Rap	19.16	TON	66.00	0.00	0.00	1,264.56	0.00	0.00	1,264.56
07/13/22	330099426	211855R40	12.5mm Commercial Sales Rap	18.78	TON	66.00	0.00	0.00	1,239.48	0.00	0.00	1,239.48
07/13/22	330099427	211855R40	12.5mm Commercial Sales Rap	18.97	TON	66.00	0.00	0.00	1,252.02	0.00	0.00	1,252.02
07/13/22	330099434	211855R40	12.5mm Commercial Sales Rap	18.31	TON	66.00	0.00	0.00	1,208.46	0.00	0.00	1,208.46
Total :				188.49			TON		12,440.34	0.00	0.00	12,440.34
Total Invoice:				188.49					12,440.34	0.00	0.00	12,440.34

Payments made by credit or debit card will be subject to a \$4.95 convenience fee per transaction. Preferred Materials and Conrad Yelvington Distributors, continues to offer alternate payment options not subject to this fee, including: Check, E-Check, Chax (check by fax) and ACH.

Never change any remittance or payment information (electronic or otherwise) without first contacting and confirming with the vendor using the contact information in your system.



4636 Scarborough Dr
Lutz, FL 33559

Customer No: 500319
Invoice No: 1803237
Inv Date: 07/13/22
Page: Page 2 of 2
Customer PO: TRIBUTARY
Customer Job: Q840438-TRIBUTARY

Three Rivers Community Development District PO#016
 475 West Town Place
 C/O Vallencourt Construction
 Saint Augustine FL 32092

Preferred Materials, Inc.
 4636 Scarborough Dr
 Lutz, FL 33559
 813-973-2888

christina.little@preferredmaterials.com

Delivered To: TRIBUTARY-Q840438

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
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Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 12,440.34

Amount Paid: _____

Customer Name: Three Rivers Community Development District PO#016
Customer No: 500319
Invoice #: 1803237
Date: 07/13/22
Customer Job: Q840438-TRIBUTARY
Customer PO: TRIBUTARY
Due Date: 08/12/22

If you have any questions about your invoice please call 813-973-2888

Remit Payment To: Preferred Materials, Inc.
 PO Box 198350
 Atlanta, GA 30374-8350

Count: 1

Please provide your email address below if you would like to start receiving your invoices via email



4636 Scarborough Dr
Lutz, FL 33559

Three Rivers Community Development District PO#016
475 West Town Place
C/O Vallencourt Construction
Saint Augustine FL 32092

christina.little@preferredmaterials.com

ok to pay M. Schaefer

Customer No: 500319
Invoice No: 1778103
Inv Date: 07/14/22
Page: Page 1 of 2
Customer PO: TRIBUTARY
Customer Job: Q840438-TRIBUTARY

Preferred Materials, Inc.
4636 Scarborough Dr
Lutz, FL 33559
813-973-2888

Delivered To: TRIBUTARY-Q840438 units

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04230 Asphalt - Jacksonville Greenland												
MATERIAL: 12.5mm Commercial Sales Rap												
07/14/22	330099453	211855R40	12.5mm Commercial Sales Rap	19.03	TON	66.00	0.00	0.00	1,255.98	0.00	0.00	1,255.98
07/14/22	330099456	211855R40	12.5mm Commercial Sales Rap	19.10	TON	66.00	0.00	0.00	1,260.60	0.00	0.00	1,260.60
07/14/22	330099459	211855R40	12.5mm Commercial Sales Rap	18.78	TON	66.00	0.00	0.00	1,239.48	0.00	0.00	1,239.48
07/14/22	330099460	211855R40	12.5mm Commercial Sales Rap	18.84	TON	66.00	0.00	0.00	1,243.44	0.00	0.00	1,243.44
07/14/22	330099483	211855R40	12.5mm Commercial Sales Rap	19.57	TON	66.00	0.00	0.00	1,291.62	0.00	0.00	1,291.62
07/14/22	330099488	211855R40	12.5mm Commercial Sales Rap	19.02	TON	66.00	0.00	0.00	1,255.32	0.00	0.00	1,255.32
07/14/22	330099503	211855R40	12.5mm Commercial Sales Rap	18.91	TON	66.00	0.00	0.00	1,248.06	0.00	0.00	1,248.06
07/14/22	330099542	211855R40	12.5mm Commercial Sales Rap	18.77	TON	66.00	0.00	0.00	1,238.82	0.00	0.00	1,238.82
07/14/22	330099565	211855R40	12.5mm Commercial Sales Rap	18.75	TON	66.00	0.00	0.00	1,237.50	0.00	0.00	1,237.50
07/14/22	330099566	211855R40	12.5mm Commercial Sales Rap	19.21	TON	66.00	0.00	0.00	1,267.86	0.00	0.00	1,267.86
07/14/22	330099567	211855R40	12.5mm Commercial Sales Rap	18.85	TON	66.00	0.00	0.00	1,244.10	0.00	0.00	1,244.10
Total: 12.5mm Commercial Sales Rap				208.83			TON		13,782.78	0.00	0.00	13,782.78
Total Invoice:				208.83					13,782.78	0.00	0.00	13,782.78

Payments made by credit or debit card will be subject to a \$4.95 convenience fee per transaction. Preferred Materials and Conrad Yelvington Distributors, continues to offer alternate payment options not subject to this fee, including: Check, E-Check, Chax (check by fax) and ACH.

Never change any remittance or payment information (electronic or otherwise) without first contacting and confirming with the vendor using the contact information in your system.

This invoice replaces
invoice # 1762924



4636 Scarborough Dr
Lutz, FL 33559

Customer No: 500319
Invoice No: 1778103
Inv Date: 07/14/22
Page: Page 2 of 2
Customer PO: TRIBUTARY
Customer Job: Q840438-TRIBUTARY

Three Rivers Community Development District PO#016
 475 West Town Place
 C/O Vallencourt Construction
 Saint Augustine FL 32092

Preferred Materials, Inc.
 4636 Scarborough Dr
 Lutz, FL 33559
 813-973-2888

christina.little@preferredmaterials.com

Delivered To: TRIBUTARY-Q840438

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
------	---------	----------	-------------	-----	----	------------	----------	-----------	------------	------------	-----	-------

Finance Charges will be applied to any late invoices at a rate of 1.5% per month per credit agreement or the State's Lawful Amount

Invoice Amount: 13,782.78

Amount Paid: _____

Customer Name: Three Rivers Community Development District PO#016
Customer No: 500319
Invoice #: 1778103
Date: 07/14/22
Customer Job: Q840438-TRIBUTARY
Customer PO: TRIBUTARY
Due Date: 08/13/22

If you have any questions about your invoice please call 813-973-2888

Remit Payment To: Preferred Materials, Inc.
 PO Box 198350
 Atlanta, GA 30374-8350

Please provide your email address below if you would like to start receiving your invoices via email

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AIV

**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: **122**
- (2) Name of Payee pursuant to Acquisition Agreement:
Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$52,658.93**
- (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): **September 2022 – Invoice #2022-5602, October 2022 – Invoice 2021-5643, 2022-5647, 2022-5644, 2022-5623, 2022-5624 & 2022-5625**
- (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: _____

_____% Neighborhood Account _____ %Master Infrastructure Account *wes*
100% Operating Act.

***** INVOICE *****



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

Date: October 1, 2022

Invoice Number 2022-5602

Services Provided 09/1/22 - 09/30/22

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: 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	2.5	\$125.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	0	\$0.00
Principal	\$180	5	\$900.00
TOTAL		7.5	\$1,025.00

1. Reviewed invoices against approved purchase orders
2. Issued invoice approvals and assigned to appropriate account
3. Signed payment requisitions
4. Attend CDD meeting on Sept. 15, 2022

Amount Due \$1,025.00

PM REVIEW: initials (wes)

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. 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: October 1, 2022

Invoice Number 2022-5603

Services Provided 9/1/22 – 9/30/22

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, and 6
Three Rivers DRI, Nassau County, FL
DEG Project Number 2106.005

Task 2 Construction Phase Services NTE \$40,000

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	10	\$1,250.00
Principal	\$180	2	\$360.00
TOTAL		12	\$1,610.00

Subtotal \$1,610.00

1. Reviewed Pay Applications for Unit 6 and community park
2. Coordination meetings on site w/owner and Vallencourt
3. Contractor Coordination
4. Reviewed final Utility As-Builts w/changes
5. Submitted COC to JEA to FDEP
6. Reviewed Paving & Drainage As-builts
7. Reviewed Storm & Sewer tapes

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

\$51,000.00

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

Total Amount Due \$3,110.00

PM REVIEW: initials (wes)

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: October 1, 2022

Invoice Number 2021-5643

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: Fire Station
Engineering and Permitting
Three Rivers DRI, Nassau County, FL
DEG Project Number 2106.006

Task 2 Final Construction Plans **\$21,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$21,500.00	0	\$21,500.00	85	\$18,275.00	\$18,275.00	\$0.00

Task 3 Landscape Design **\$6,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,000.00	0	\$6,000.00	80	\$4,800.00	\$1,500.00	\$3,300.00

Task 4 Permitting **\$7,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$7,500.00	0	\$7,500.00	30	\$2,250.00	\$2,250.00	\$0.00

Task 5 Construction Phase Services NTE

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	0	\$0.00
Principal	\$185	0	\$0.00
TOTAL		0	\$0.00

Subtotal \$3,300.00

Other Direct Costs:

JEA Fire Flow \$ 96.83
 A&K Land Planning \$3,450.00 (Fire Station)
 Total \$3,546.83

Total ODC \$3,546.83

Subtotal \$6,846.83

Credit of \$860.00 for billing error -\$860.00

Amount Due \$5,986.83

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

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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: October 1, 2022

Invoice Number 2022-5647

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

Task 5 Construction Phase Services NTE

\$7500.00

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	2.5	\$312.50
Principal	\$185	.5	\$92.50
TOTAL		3	\$405.00

1. Site visit regarding drains in playground
2. Review Contractor pay apps
3. Follow up w/contractor to complete sidewalk

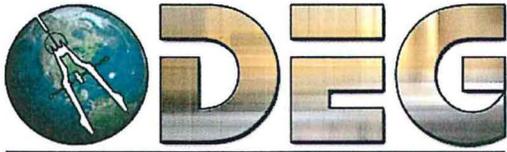
Total Amount Due \$405.00

PM REVIEW: initials (wes)

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. 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 *****



PLANNERS AND ENGINEERS

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

Date: October 1, 2022

Invoice Number 2022-5644

Net 15 days

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

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

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$35,000.00	0	\$35,000.00	95	\$33,250.00	\$29,750.00	\$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	40	\$1,200.00	\$600.00	\$600.00

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	75	\$1,500.00	\$1,200.00	\$300.00

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	50	\$2,000.00	\$1,200.00	\$800.00

Task ADD001 Reuse Line Design

\$4,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,500.00	0	\$4,500.00	100	\$4,500.00	\$4,500.00	\$0.00

Subtotal \$5,200.00

Other Direct Costs:

FDOT Access Permit	\$4,602.30 (2 nd Entrance)
Sonlight Courier	\$ <u>48.30</u>
Total ODC	\$4,650.60

Total ODC \$4,650.60

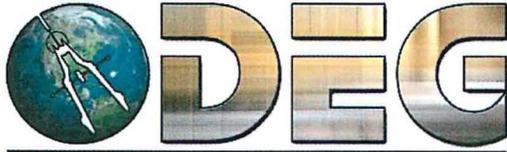
Amount Due \$9,850.60

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

PLANNERS AND ENGINEERS

Date: October 1, 2022
 Invoice Number 2022-5623
 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	100	\$16,500.00	\$16,500.00	\$0.00

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3,500.00	0	\$3,500.00	100	\$3,500.00	\$3,500.00	\$0.00

Task 3 SJRWMD Design & Permitting \$26,240.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$26,240.00	0	\$26,240.00	90	\$23,616.00	\$22,304.00	\$1,312.00

Task 4 Final Engineering & Design

\$49,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$49,200.00	0	\$49,200.00	75	\$36,900.00	\$34,440.00	\$2,460.00

Task 5a Permitting- ERP

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	80	\$6,560.00	\$4,100.00	\$2,460.00

Task 5b Permitting- Nassau County

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	40	\$3,280.00	\$2,050.00	\$1,230.00

Task 5c Permitting JEA & FDEP

\$6,560.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,560.00	0	\$6,560.00	40	\$2,624.00	\$656.00	\$1,968.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$12,000.00

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

Total Amount Due \$9,430.00

PM REVIEW: initials (_wes_)

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: October 1, 2022

Invoice Number 2022-5624

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	100	\$10,670.00	\$10,670.00	\$0.00

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,500.00	0	\$5,500.00	100	\$5,500.00	\$5,500.00	\$0.00

Task 3 SJRWMD Design & Permitting \$15,520.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	90	\$13,968.00	\$13,192.00	\$776.00

Task 4 Final Engineering & Design **\$29,100.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$29,100.00	0	\$29,100.00	75	\$21,825.00	\$18,915.00	\$2,910.00

Task 5a Permitting- ERP **\$4,850.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.00	80	\$3,880.00	\$2,425.00	\$1,455.00

Task 5b Permitting- Nassau County **\$4,850.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.000	40	\$1,940.000	\$727.50	\$1,212.50

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
\$3,880.00	0	\$3,880.00	40	\$1,552.00	\$582.00	\$970.00

Task 6 Coordination of Secondary Utility **\$1,500.00**

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

Task 7 Construction Phase Services NTE

\$12,500.00

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

Task ADD 001 CLOMR

\$17,135.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$17,135.00	0	\$17,135.00	0	\$0.00	\$0.00	\$0.00

Task ADD 002 LOMR

\$13,915.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$13,915.00	0	\$13,915.00	0	\$0.00	\$0.00	\$0.00

Total Amount Due \$7,323.50

PM REVIEW: initials (wes)

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: October 1, 2022
 Invoice Number 2022-5625
 Net 15 days

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

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

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$10,000.00	0	\$10,000.00	80	\$8,000.00	\$8,000.00	\$0.00

Task 2 SJRWMD Design & Permitting \$15,520.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	80	\$12,416.00	\$10,088.00	\$2,328.00

Task 3 Final Engineering & Design \$55,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$55,000.00	0	\$55,000.00	60	\$33,000.00	\$22,000.00	\$11,000.00

Task 4a Permitting- ERP

\$6,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,000.00	0	\$6,000.00	50	\$3,000.00	\$1,800.00	\$1,200.00

Task 4b Permitting- Nassau County

\$5,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	20	\$1,000.00	\$500.00	\$500.00

Task 4c Permitting JEA & FDEP

\$5,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	20	\$1,000.00	\$500.00	\$500.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$18,500.00

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

Total Amount Due \$15,528.00

PM REVIEW: initials (msb)

Select Contract Term Regarding Invoicing:

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AV

**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: **123**
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
- (3) Amount Payable: **\$154,959.87**
- (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 #8275-17 & 8345-18, Three Rivers Tributary Unit 6 Infrastructure Project**
- (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: _____

ofc W. Schaefer

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: 08/31/22

Period To: 8/31/2022

Invoice #:

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

VCC Project #: 2021-26

Attn.: Bill Schaefer

Application #: 17

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

ORIGINAL CONTRACT AMOUNT.....	\$	7,369,293.77
CHANGE ORDERS TO DATE.....	\$	(923,361.16)
REVISED CONTRACT AMOUNT.....	\$	6,445,932.61
PERCENTAGE COMPLETE.....	97.91%	
WORK COMPLETE TO DATE.....	\$	6,311,060.85
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	6,311,060.85
LESS RETAINAGE.....	\$	315,553.04
TOTAL EARNED LESS RETAINAGE.....	\$	5,995,507.81
LESS PREVIOUS BILLINGS.....	\$	5,916,991.85
CURRENT DUE.....	\$	78,515.96

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	82,648.38	6,311,060.85
Retainage:	4,132.42	315,553.04
Net:	78,515.96	5,995,507.81



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: Three Rivers CDD
4348 Southpointe Blvd., Suite 201
Jacksonville, FL 32216

PROJECT: Tributary, Unit 6 Infrastructure Project
Yulee, FL

APPLICATION NO: 8275-17
PERIOD TO: 08/31/22

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: 2021-26

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	10/15/2021		\$188,644.50
002	10/15/2021		\$726,742.53
003	8/29/2022	\$32,068.00	
004	8/29/2022	\$55,368.70	
005	8/29/2022		\$95,410.83
TOTALS		\$ 87,436.70	\$ 1,010,797.86
Net change by Change Orders			\$ (923,361.16)

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.....	\$	-923,361.16
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	6,445,932.61
4. TOTAL COMPLETED & STORED TO DATE.....	\$	6,311,060.85
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work \$	315,553.04	
(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).....	\$	315,553.04
6. TOTAL EARNED LESS RETAINAGE:.....	\$	5,995,507.81
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....		
	\$	5,916,991.85
	\$	78,515.96
	\$	450,424.80

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 have been issued and payments received from the Owner, and that current payment shown herein is now due.

MARIA VALDES
Notary Public - State of Florida
Commission # HH 165066
My Comm. Expires Dec 8, 2025
County of: CLAY

CONTRACTOR: Tim Gaddis, Project Manager
By: *Tim Gaddis* Date: August 31, 2022
I, Maria Valdes, Notary Public, do hereby certify that Tim Gaddis appeared before me this 31st day of August, 2022, in the County of Clay, State of Florida, and acknowledged to me that he is the duly authorized signatory of the Contractor named herein, and that he executed the foregoing Application for Payment and Certificate for Payment as the true and correct act of the Contractor named herein.

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: \$ 78,515.96
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER: *M. E. Schaefer*
By: *M. E. Schaefer* Date: 9-13-22
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 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 line items may apply.

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

APPLICATION NUMBER: **8275-17**
APPLICATION DATE: **08/31/22**
PERIOD TO: **08/31/22**
VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
UNIT 6, TRIBUTARY									
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 157,923.00	\$ 155,318.70	\$ 868.10		\$ 156,186.80	99%	\$ 1,736.20	\$ 7,809.34
2.	NDPES	\$ 25,038.00	\$ 24,286.86	\$ 250.38		\$ 24,537.24	98%	\$ 500.76	\$ 1,226.86
3.	SURVEY & AS-BUILTS	\$ 142,580.00	\$ 134,063.40	\$ 4,605.20		\$ 138,668.60	97%	\$ 3,911.40	\$ 6,933.43
4.	EROSION CONTROL	\$ 9,840.70	\$ 9,840.70	\$ -		\$ 9,840.70	100%	\$ -	\$ 492.04
5.	MOT	\$ 6,358.00	\$ 6,167.26	\$ 63.58		\$ 6,230.84	98%	\$ 127.16	\$ 311.54
6.	DEMOLITION	\$ 8,887.65	\$ 8,887.65	\$ -		\$ 8,887.65	100%	\$ -	\$ 444.38
8.	POND EXCAVATION	\$ 230,673.30	\$ 230,673.30	\$ -		\$ 230,673.30	100%	\$ -	\$ 11,533.67
9.	EARTHWORK	\$ 2,679,632.20	\$ 2,664,610.11	\$ 6,357.26		\$ 2,670,967.38	100%	\$ 8,664.83	\$ 133,548.37
10.	GRASSING	\$ 130,555.47	\$ 115,674.15	\$ -		\$ 115,674.15	89%	\$ 14,881.32	\$ 5,783.71
11.	SUBSOIL STABILIZATION	\$ 210,895.00	\$ 210,895.00	\$ -		\$ 210,895.00	100%	\$ -	\$ 10,544.75
12.	BASE	\$ 349,089.00	\$ 319,490.68	\$ 5,760.60		\$ 325,251.28	93%	\$ 23,837.72	\$ 16,262.56
13.	ASPHALT	\$ 261,196.10	\$ 216,876.94	\$ 1,572.35		\$ 218,449.29	84%	\$ 42,746.81	\$ 10,922.46
15.	STRIPING & SIGNAGE	\$ 38,091.00	\$ 28,568.25	\$ 9,522.75		\$ 38,091.00	100%	\$ -	\$ 1,904.55
16.	CONCRETE	\$ 278,746.75	\$ 186,134.85	\$ 25,514.30		\$ 211,649.15	76%	\$ 67,097.60	\$ 10,582.46
14.	HARDSCAPE	\$ 13,217.50	\$ 13,217.50	\$ -		\$ 13,217.50	100%	\$ -	\$ 660.88
17.	STORM DRAINAGE	\$ 1,156,927.40	\$ 1,109,520.65	\$ 28,444.05		\$ 1,137,964.70	98%	\$ 18,962.70	\$ 56,898.24
18.	GRAVITY SEWER	\$ 581,984.70	\$ 581,984.70	\$ -		\$ 581,984.70	100%	\$ -	\$ 29,099.24
20.	WATER MAIN	\$ 572,257.20	\$ 564,067.60	\$ 8,189.60		\$ 572,257.20	100%	\$ -	\$ 28,612.86
21.	REUSE MAIN	\$ 390,318.60	\$ 383,070.30	\$ 7,248.30		\$ 390,318.60	100%	\$ -	\$ 19,515.93
22.	ELECTRICAL	\$ 125,000.00	\$ 125,000.00	\$ -		\$ 125,000.00	100%	\$ -	\$ 6,250.00
24.	LANDSCAPING & IRRIGATION ALLOWANCES	\$ 82.20	\$ 55,450.90	\$ (55,368.70)		\$ 82.20	100%	\$ (0.00)	\$ 4.11
ORIGINAL CONTRACT TOTALS		\$ 7,369,293.77	\$ 7,143,799.51	\$ 43,027.77	\$ -	\$ 7,186,827.28	97.52%	\$ 182,466.49	\$ 359,341.36

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

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

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

APPLICATION NUMBER: **8275-17**
APPLICATION DATE: **08/31/22**
PERIOD TO: **08/31/22**
VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (N/A IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
25.	CO #1 - REDUCE IMPORTED FILL, FROM U4	\$ (188,644.50)	\$ (188,644.50)	\$ -		\$ (188,644.50)	100%	\$ -	\$ (9,432.23)
26.	CO #2 - STORM ODP DEDUCT & TAX	\$ (405,407.19)	\$ (405,407.19)	\$ -		\$ (405,407.19)	100%	\$ -	\$ (20,270.36)
27.	CO #2 - SEWER ODP DEDUCT & TAX	\$ (119,855.65)	\$ (119,855.65)	\$ -		\$ (119,855.65)	100%	\$ -	\$ (5,992.78)
28.	CO #2 - WATER ODP DEDUCT & TAX	\$ (142,190.47)	\$ (142,190.47)	\$ -		\$ (142,190.47)	100%	\$ -	\$ (7,109.52)
29.	CO #2 - REUSE ODP DEDUCT & TAX	\$ (59,289.22)	\$ (59,289.22)	\$ -		\$ (59,289.22)	100%	\$ -	\$ (2,964.46)
30.	CO #3 - Misc Changes	\$ 32,068.00	\$ -	\$ 64,048.00		\$ 64,048.00	200%	\$ (31,980.00)	\$ 3,202.40
31.	CO #4 - Sleeves Allowance Adjustment	\$ 55,368.70	\$ -	\$ 55,368.70		\$ 55,368.70	100%	\$ -	\$ 2,768.44
32.	CO #5 - Asphalt ODP Deduct & Tax Credit	\$ (95,410.83)	\$ -	\$ (79,796.09)		\$ (79,796.09)	84%	\$ (15,614.74)	\$ (3,989.80)
	CHANGE ORDER TOTALS	\$ (923,361.16)	\$ (915,387.03)	\$ 39,620.61	\$ -	\$ (875,766.42)	94.85%	\$ (47,594.74)	\$ (43,788.32)
	TOTALS	\$ 6,445,932.61	\$ 6,228,412.48	\$ 82,648.38	\$ -	\$ 6,311,060.85	97.91%	\$ 134,871.76	\$ 315,553.04

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	0.01	0.97	0.98	\$ 868.10	\$ 84,205.70	\$ 85,073.80	98%
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%
MOBILIZATION & GENERAL CONDITIONS					\$157,923.00				\$968.10	\$155,318.70	\$156,186.80	99%
300	NPDES Permit Compliance	12	MO	\$493.50	\$5,922.00	0.12	11.64	11.76	\$ 59.22	\$ 5,744.34	\$ 5,803.56	98%
303	Maintain Silt Fence	7,690	LF	\$1.20	\$9,228.00	76.90	7,453.30	7,536.20	\$ 92.28	\$ 8,951.16	\$ 9,043.44	98%
304	NPDES Reporting	12	MO	\$824.00	\$9,888.00	0.12	11.64	11.76	\$ 98.88	\$ 9,591.36	\$ 9,690.24	98%
NPDES					\$25,038.00				\$250.38	\$24,286.86	\$24,537.24	98%
400	Surveying	1	LS	\$82,020.00	\$82,020.00	0.01	0.97	0.98	\$ 820.20	\$ 79,559.40	\$ 80,379.60	98%
500	Lot As-Builts	1	LS	\$15,140.00	\$15,140.00		1.00	1.00	\$ -	\$ 15,140.00	\$ 15,140.00	100%
500	Paving and Drainage As-Builts	1	LS	\$15,140.00	\$15,140.00	0.05	0.85	0.85	\$ 757.00	\$ 12,122.00	\$ 12,869.00	85%
500	Utility As-Builts	1	LS	\$30,280.00	\$30,280.00	0.10	0.90	1.00	\$ 3,028.00	\$ 27,252.00	\$ 30,280.00	100%
SURVEY & AS-BUILTS					\$142,560.00				\$4,605.20	\$134,063.40	\$138,668.60	97%
601	Silt Fence Type III (Regular)	705	LF	\$0.94	\$662.70		705.00	705.00	\$ -	\$ 662.70	\$ 662.70	100%
608	Inlet Protection	52	EACH	\$176.50	\$9,178.00		52.00	52.00	\$ -	\$ 9,178.00	\$ 9,178.00	100%
EROSION CONTROL					\$9,840.70				\$0.00	\$9,840.70	\$9,840.70	100%
700	Maintenance of Traffic (Basic Signs)	1.00	LS	\$6,358.00	\$6,358.00	0.01	0.97	0.98	\$ 63.58	\$ 6,167.26	\$ 6,230.84	98%
MOT					\$6,358.00				\$63.58	\$6,167.26	\$6,230.84	98%
801	Demo Storm Pipe (36" RCP)	189	LF	\$29.60	\$5,594.40		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		65.00	65.00	\$ -	\$ 237.25	\$ 237.25	100%
DEMOLITION					\$8,887.65				\$0.00	\$8,887.65	\$8,887.65	100%
1001	Dewater for Pond	1	LS	\$37,525.80	\$37,525.80		1.00	1.00	\$ -	\$ 37,525.80	\$ 37,525.80	100%
1002	Pond Excavation	55,185	CY	\$3.50	\$193,147.50		55,185.00	55,185.00	\$ -	\$ 193,147.50	\$ 193,147.50	100%
POND EXCAVATION					\$230,673.30				\$0.00	\$230,673.30	\$230,673.30	100%
1116	Site Dewatering	1	LS	\$38,295.00	\$38,295.00		1.00	1.00	\$ -	\$ 38,295.00	\$ 38,295.00	100%
1104	Strip Topsoil	45,735	CY	\$3.05	\$139,491.75		45,735.00	45,735.00	\$ -	\$ 139,491.75	\$ 139,491.75	100%
1105	Bury Onsite	22,868	CY	\$3.30	\$75,464.40		22,868.00	22,868.00	\$ -	\$ 75,464.40	\$ 75,464.40	100%
1107	Export Topsoil Off Site	22,867	CY	\$6.25	\$142,918.75	686.01	21,723.65	22,409.66	\$ 4,287.56	\$ 135,772.81	\$ 140,060.38	98%
1108	Site Cut	165	CY	\$2.95	\$486.75		165.00	165.00	\$ -	\$ 486.75	\$ 486.75	100%
1109	Place & Compact Fill	175,161	CY	\$5.78	\$1,012,160.35		175,161.00	175,161.00	\$ -	\$ 1,012,160.35	\$ 1,012,160.35	100%
1110	Earthwork Density Testing	1	LS	\$31,610.00	\$31,610.00		0.98	0.98	\$ -	\$ 30,977.80	\$ 30,977.80	98%
1114	Remove/Replace Unsuitables - Ploie Trenches	32,415	CY	\$16.35	\$529,985.25		32,415.00	32,415.00	\$ -	\$ 529,985.25	\$ 529,985.25	100%
1114	Remove/Replace Unsuitables - Pond 5 & 7	44,501	CY	\$13.45	\$598,538.45		44,501.00	44,501.00	\$ -	\$ 598,538.45	\$ 598,538.45	100%
1115	Fine Grade Lots	110,455	SY	\$0.70	\$77,318.50		110,455.00	110,455.00	\$ -	\$ 77,318.50	\$ 77,318.50	100%
1118	Final Dressout	34,495	SY	\$0.60	\$20,697.00	3,445.50	22,421.75	25,871.25	\$ 2,069.70	\$ 13,453.05	\$ 15,522.75	75%
1119	Dress Behind Subcontractors	1	LS	\$12,666.00	\$12,666.00		1.00	1.00	\$ -	\$ 12,666.00	\$ 12,666.00	100%
EARTHWORK					\$2,679,632.20				\$6,357.26	\$2,664,610.11	\$2,670,967.38	100%
1201	Site Sod	4,887	SY	\$4.46	\$21,773.55		4,887.00	4,887.00	\$ -	\$ 21,773.55	\$ 21,773.55	100%
1205	BOC Sod	1,890	SY	\$2.65	\$5,008.50		0.00	0.00	\$ -	\$ -	\$ -	0%
1203	Pond Sod	14,317	SY	\$2.65	\$37,940.05		14,317.00	14,317.00	\$ -	\$ 37,940.05	\$ 37,940.05	100%
1202	Site Seed and Mulch	8,610	SY	\$0.47	\$4,046.70		8,610.00	8,610.00	\$ -	\$ 4,046.70	\$ 4,046.70	100%
1206	Riight 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		110,455.00	110,455.00	\$ -	\$ 51,913.85	\$ 51,913.85	100%
GRASSING					\$138,555.47				\$0.00	\$115,674.15	\$115,674.15	89%
1304	Subsoil Stabilization	29,195	SY	\$7.22	\$210,895.00		29,195.00	29,195.00	\$ -	\$ 210,895.00	\$ 210,895.00	100%
SUBSOIL STABILIZATION					\$210,895.00				\$0.00	\$210,895.00	\$210,895.00	100%
1402	6" Limerock	21,935	SY	\$12.92	\$283,457.50	438.70	19,741.50	20,180.20	\$ 5,665.15	\$ 255,111.75	\$ 260,780.90	92%
1403	8" Limerock	3,175	SY	\$16.10	\$51,117.50		3,175.00	3,175.00	\$ -	\$ 51,117.50	\$ 51,117.50	100%
1517	Prime Limerock	24,600	SY	\$0.59	\$14,514.00	155.00	22,477.00	22,632.00	\$ 91.45	\$ 13,261.43	\$ 13,352.88	92%
BASE					\$949,089.00				\$5,760.60	\$949,490.68	\$949,251.28	93%
1503	1" Asphalt SP-12.5 - Estuary (1st Lift)	2,665	SY	\$6.75	\$17,988.75		2,665.00	2,665.00	\$ -	\$ 17,988.75	\$ 17,988.75	100%
1502	3/4" Asphalt SP-9.5 - Estuary (2nd Lift)	2,665	SY	\$5.10	\$13,599.50		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		19,195.00	19,195.00	\$ -	\$ 198,888.19	\$ 198,888.19	91%
1518	Tack Coat	2,665	SY	\$0.59	\$1,572.35	2,665.00	0.00	2,665.00	\$ 1,572.35	\$ -	\$ 1,572.35	100%
ASPHALT					\$261,196.10				\$1,572.35	\$216,876.94	\$218,449.29	84%
1700	Striping & Signs	1	LS	\$38,091.00	\$38,091.00	0.25	0.75	1.00	\$ 9,522.75	\$ 28,568.25	\$ 38,091.00	100%
STRIPING & SIGNAGE					\$38,091.00				\$9,522.75	\$28,568.25	\$38,091.00	100%
1804	Curb & Gutter	18,062	LF	\$11.45	\$206,816.50		16,255.80	16,255.80	\$ -	\$ 186,134.85	\$ 186,134.85	50%
1903	Concrete Pavement	225	SF	\$9.65	\$2,171.25	112.00	0.00	112.00	\$ 1,080.80	\$ -	\$ 1,080.80	50%
2000	Sidewalks	11,635	SF	\$4.20	\$48,867.00	5,817.50	0.00	5,817.50	\$ 24,433.50	\$ -	\$ 24,433.50	50%
2005	A.D.A. Handicap Ramps	7	EACH	\$264.65	\$1,852.55		0.00	0.00	\$ -	\$ -	\$ -	0%
CONCRETE					\$278,746.75				\$25,514.30	\$186,134.85	\$211,649.15	76%
2103	Keystone Retaining Wall	425	SF	\$31.10	\$13,217.50		425.00	425.00	\$ -	\$ 13,217.50	\$ 13,217.50	100%
HARDSCAPE					\$13,217.50				\$0.00	\$13,217.50	\$13,217.50	100%
3003	Dewater Storm Drain	1	LS	\$66,773.70	\$66,773.70		1.00	1.00	\$ -	\$ 66,773.70	\$ 66,773.70	100%
3000	Storm Structures (All types & depths)	59	EACH	\$4,749.14	\$280,199.00		59.00	59.00	\$ -	\$ 280,199.00	\$ 280,199.00	100%
3084	Mitered End Sections (All sizes)	11	EACH	\$2,108.09	\$23,189.00		11.00	11.00	\$ -	\$ 23,189.00	\$ 23,189.00	100%
3184	Storm Pipe (All sizes & depths)	7,180	LF	\$90.23	\$647,878.20		7,180.00	7,180.00	\$ -	\$ 647,878.20	\$ 647,878.20	100%
3263	Roadway Underdrain	1,135	LF	\$35.06	\$39,790.00		1,135.00	1,135.00	\$ -	\$ 39,790.00	\$ 39,790.00	100%
3258	Rip Rap	14	TON	\$306.00	\$4,284.00		14.00	14.00	\$ -	\$ 4,284.00	\$ 4,284.00	100%
3279	Punch Out Storm Drain	7,180	LF	\$13.21	\$94,813.50	2,154.00	3,590.00	5,744.00	\$ 28,444.05	\$ 47,067.75	\$ 75,850.80	80%
STORM DRAINAGE					\$1,156,927.40				\$28,444.05	\$1,109,520.65	\$1,137,964.70	98%
4003	Dewater Gravity Sewer	3,115	LF	\$19.60	\$61,446.00		3,115.00	3,115.00	\$ -	\$ 61,446.00	\$ 61,446.00	100%
4015	Sanitary Manholes (All types & depths)	26	EACH	\$5,172.92	\$134,496.00		26.00	26.00	\$ -	\$ 134,496.00	\$ 134,496.00	100%
4104	SDR26 Sewer Main (All sizes & depths)	6,182	LF	\$35.37	\$218,667.60		6,182.00	6,182.00	\$ -	\$ 218,667.60	\$ 218,667.60	100%
4145	Sewer Services	168	EACH	\$665.50	\$111,804.00		168.00	168.00	\$ -	\$ 111,804.00	\$ 111,804.00	100%
4144	Punch Out Sewer	6,182	LF	\$8.99	\$55,571.10		6,182.00	6,182.00	\$ -	\$ 55,571.10	\$ 55,571.10	100%
GRAVITY SEWER					\$581,984.70				\$0.00	\$581,984.70	\$581,984.70	100%
7000	Water Main (All sizes & types)	7,060	LF	\$58.01	\$409,529.00		7,060.00	7,060.00	\$ -	\$ 409,529.00	\$ 409,529.00	100%
7238	Water Services (All sizes & types)	125	EACH	\$987.23	\$123,404.00		125.00	125.00	\$ -	\$ 123,404.00	\$ 123,404.00	100%
7248	Flushing & BT's for Water Main	7,060	LF	\$0.93	\$6,565.80		7,060.00	7,060.00	\$ -	\$ 6,565.80	\$ 6,565.80	100%
7249	Loc											

10000	FPL Allowance	1.00	LS	\$125,000.00	\$125,000.00		1.00	1.00	\$ -	\$ 125,000.00	\$ 125,000.00	100%
ELECTRICAL					\$125,000.00				\$0.00	\$125,000.00	\$125,000.00	100%
11001.02	Irrigation Sleeves, 2"	1.00	LF	\$11.00	\$11.00	-3,086.00	3,087.00	1.00	\$ (33,946.00)	\$ 33,957.00	\$ 11.00	100%
11001.04	Irrigation Sleeves, 4"	1.00	LF	\$15.80	\$15.80	-1,274.00	1,275.00	1.00	\$ (20,129.20)	\$ 20,145.00	\$ 15.80	100%
11001.06	Irrigation Sleeves, 6"	1.00	LF	\$22.50	\$22.50	1.00	0.00	1.00	\$ 22.50	\$ -	\$ 22.50	100%
11001.08	Irrigation Sleeves, 8"	1.00	LF	\$32.90	\$32.90	-40.00	41.00	1.00	\$ (1,316.00)	\$ 1,348.90	\$ 32.90	100%
LANDSCAPING & IRRIGATION ALLOWANCES					\$82.20				\$-55,368.70	\$55,450.90	\$82.20	100%
ORIGINAL CONTRACT TOTALS					\$7,369,293.77				\$43,027.77	\$7,143,799.51	\$7,186,827.28	97.52%

01	Purchase Fill Material, Credit	18,315	CY	(\$10.30)	-\$188,644.50		18,315.00	18,315.00	\$ -	\$ (188,644.50)	\$ (188,644.50)	100%
CHANGE ORDER #1 - REDUCE IMPORTED FILL, U4 STOCKPILE					-\$188,644.50				\$0.00	-\$188,644.50	-\$188,644.50	100%
02	Storm ODP Deduct & Tax	1	LS	(\$405,407.19)	-\$405,407.19		1.00	1.00	\$ -	\$ (405,407.19)	\$ (405,407.19)	100%
02	Sewer ODP Deduct & Tax	1	LS	(\$119,855.65)	-\$119,855.65		1.00	1.00	\$ -	\$ (119,855.65)	\$ (119,855.65)	100%
02	Water ODP Deduct & Tax	1	LS	(\$142,190.47)	-\$142,190.47		1.00	1.00	\$ -	\$ (142,190.47)	\$ (142,190.47)	100%
02	Reuse ODP Deduct & Tax	1	LS	(\$59,289.22)	-\$59,289.22		1.00	1.00	\$ -	\$ (59,289.22)	\$ (59,289.22)	100%
CHANGE ORDER #2 - ODP MATERIALS					-\$726,742.53				\$0.00	-\$726,742.53	-\$726,742.53	100%
1500	3/4" Asphalt Pavement HD (2nd Lift) - CREDIT	-2,665	SY	\$5.00	-\$13,325.00		0.00	0.00	\$ -	\$ -	\$ -	0%
1500	1/2" Asphalt Pavement LD (2nd Lift) - CREDIT	-18,020	SY	\$2.87	-\$51,722.00		0.00	0.00	\$ -	\$ -	\$ -	0%
2000	Sidewalk, ADD - U6 Park and Estuary Drive	7,025	SF	\$5.00	\$35,125.00	1,500.00	0.00	1,500.00	\$ 7,500.00	\$ -	\$ 7,500.00	21%
2000	Handicap Ramps	2	EA	\$760.00	\$1,520.00		0.00	0.00	\$ -	\$ -	\$ -	0%
4000	Upsize sewer-Estuary Dr, 12" SDR26, Materials Only	630	LF	\$33.73	\$21,250.00	630.00	0.00	630.00	\$ 21,250.00	\$ -	\$ 21,250.00	100%
5000	Install Master Pump Sta Generator, L&E Only	1	LS	\$39,220.00	\$39,220.00	0.90	0.00	0.90	\$ 35,298.00	\$ -	\$ 35,298.00	90%
CHANGE ORDER #3 - MISC DESIGN CHANGES					\$32,068.00				\$64,048.00	\$0.00	\$64,048.00	200%
11000	Irrigation Sleeves, 2"	3,086.00	LF	\$11.00	\$33,946.00	3,086.00	0.00	3,086.00	\$ 33,946.00	\$ -	\$ 33,946.00	100%
11000	Irrigation Sleeves, 4"	1,274.00	LF	\$15.80	\$20,129.20	1,274.00	0.00	1,274.00	\$ 20,129.20	\$ -	\$ 20,129.20	100%
11000	Irrigation Sleeves, 6"	-1.00	LF	\$22.50	-\$22.50	-1.00	0.00	-1.00	\$ (22.50)	\$ -	\$ (22.50)	100%
11000	Irrigation Sleeves, 8"	40	LF	\$32.90	\$1,316.00	40.00	0.00	40.00	\$ 1,316.00	\$ -	\$ 1,316.00	100%
CHANGE ORDER #4 - SLEEVES ALLOWANCE ADJUSTMENT					\$55,368.70				\$55,368.70	\$0.00	\$55,368.70	100%
1500	SP 9.5 Mix (Alleys, MUP)	309.00	TON	-\$61.30	-\$18,849.00	258.43	0.00	258.43	\$ (15,764.21)	\$ -	\$ (15,764.21)	84%
1500	SP 12.5 Mix (Neighborhood Roads, Estuary Drive)	1,172.00	TON	-\$60.00	-\$70,320.00	980.19	0.00	980.19	\$ (58,811.58)	\$ -	\$ (58,811.58)	84%
1500	Tax Savings	1	LS	(\$6,241.83)	-\$6,241.83	0.84	0.00	0.84	\$ (5,220.31)	\$ -	\$ (5,220.31)	84%
CHANGE ORDER #5 - ASPHALT ODP DEDUCT & TAX CREDIT					-\$95,410.83				-\$79,796.09	\$0.00	-\$79,796.09	84%
CURRENT CONTRACT TOTALS					\$6,445,932.61				\$82,648.38	\$6,228,412.48	\$6,311,060.85	97.91%

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

The undersigned lienor, upon payment from the lienee, of the sum of \$78,515.96, 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 August 31, 2022 on the job of Three Rivers CDD to the following described property :

Project: Tributary, Unit 6 Infrastructure Project
Location: Yulee, FL
Invoice#: 8275-17

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: August 31, 2022

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

Phone: 904-291-9330

By: 

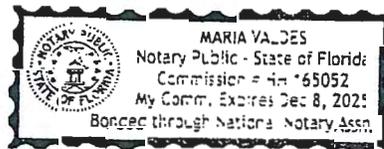
Printed Name: Tim Gaddis
Title: Project Manager

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 31st day of August 2022 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.

W. Schaefer OK to pay

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: 10/03/22

Period To: 9/30/2022

Invoice #: 8345

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

VCC Project #: 2021-26

Application #: 18

Attn.: Bill Schaefer

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

ORIGINAL CONTRACT AMOUNT.....	\$	7,369,293.77
CHANGE ORDERS TO DATE.....	\$	(923,361.16)
REVISED CONTRACT AMOUNT.....	\$	6,445,932.61
PERCENTAGE COMPLETE.....	99.16%	
WORK COMPLETE TO DATE.....	\$	6,391,528.13
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	6,391,528.13
LESS RETAINAGE.....	\$	319,576.41
TOTAL EARNED LESS RETAINAGE.....	\$	6,071,951.72
LESS PREVIOUS BILLINGS.....	\$	5,995,507.81
CURRENT DUE.....	\$	76,443.91

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	80,467.27	6,391,528.13
Retainage:	4,023.36	319,576.41
Net:	76,443.91	6,071,951.72



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 line items may apply.

Three Rivers CDD

Tributary, Unit 6 Infrastructure Project

Yulee, FL

APPLICATION NUMBER: **8345-1B**

APPLICATION DATE: **10/03/22**

PERIOD TO: **09/30/22**

VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not In D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			D FROM PREVIOUS APPLICATION	E THIS PERIOD					
UNIT 6, TRIBUTARY									
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 157,923.00	\$ 156,186.80	\$ 868.10		\$ 157,054.90	99%	\$ 868.10	\$ 7,852.75
2.	NDPES	\$ 25,038.00	\$ 24,537.24	\$ 500.76		\$ 25,038.00	100%	\$ -	\$ 1,251.90
3.	SURVEY & AS-BUILTS	\$ 142,580.00	\$ 138,668.60	\$ 1,943.20		\$ 140,611.80	99%	\$ 1,968.20	\$ 7,030.59
4.	EROSION CONTROL	\$ 9,840.70	\$ 9,840.70	\$ -		\$ 9,840.70	100%	\$ -	\$ 492.04
5.	MOT	\$ 6,358.00	\$ 6,230.84	\$ 127.16		\$ 6,358.00	100%	\$ -	\$ 317.90
6.	DEMOLITION	\$ 8,887.65	\$ 8,887.65	\$ -		\$ 8,887.65	100%	\$ -	\$ 444.38
8.	POND EXCAVATION	\$ 230,673.30	\$ 230,673.30	\$ -		\$ 230,673.30	100%	\$ -	\$ 11,533.67
9.	EARTHWORK	\$ 2,679,632.20	\$ 2,670,967.38	\$ 4,928.08		\$ 2,675,895.45	100%	\$ 3,736.75	\$ 133,794.77
10.	GRASSING	\$ 130,555.47	\$ 115,674.15	\$ 5,008.50		\$ 120,682.65	92%	\$ 9,872.82	\$ 6,034.13
11.	SUBSOIL STABILIZATION	\$ 210,895.00	\$ 210,895.00	\$ -		\$ 210,895.00	100%	\$ -	\$ 10,544.75
12.	BASE	\$ 349,089.00	\$ 325,251.28	\$ -		\$ 325,251.28	93%	\$ 23,837.72	\$ 16,262.56
13.	ASPHALT	\$ 261,196.10	\$ 218,449.29	\$ -		\$ 218,449.29	84%	\$ 42,746.81	\$ 10,922.46
15.	STRIPING & SIGNAGE	\$ 38,091.00	\$ 38,091.00	\$ -		\$ 38,091.00	100%	\$ -	\$ 1,904.55
16.	CONCRETE	\$ 278,746.75	\$ 211,649.15	\$ 49,039.23		\$ 260,688.38	94%	\$ 18,058.37	\$ 13,034.42
14.	HARDSCAPE	\$ 13,217.50	\$ 13,217.50	\$ -		\$ 13,217.50	100%	\$ -	\$ 660.88
17.	STORM DRAINAGE	\$ 1,156,927.40	\$ 1,137,964.70	\$ -		\$ 1,137,964.70	98%	\$ 18,962.70	\$ 56,898.24
18.	GRAVITY SEWER	\$ 581,984.70	\$ 581,984.70	\$ -		\$ 581,984.70	100%	\$ -	\$ 29,099.24
20.	WATER MAIN	\$ 572,257.20	\$ 572,257.20	\$ -		\$ 572,257.20	100%	\$ -	\$ 28,612.86
21.	REUSE MAIN	\$ 390,318.60	\$ 390,318.60	\$ -		\$ 390,318.60	100%	\$ -	\$ 19,515.93
22.	ELECTRICAL	\$ 125,000.00	\$ 125,000.00	\$ -		\$ 125,000.00	100%	\$ -	\$ 6,250.00
24.	LANDSCAPING & IRRIGATION ALLOWANCES	\$ 82.20	\$ 82.20	\$ -		\$ 82.20	100%	\$ -	\$ 4.11
	ORIGINAL CONTRACT TOTALS	\$ 7,369,293.77	\$ 7,186,827.28	\$ 62,415.02	\$ -	\$ 7,249,242.30	98.37%	\$ 120,051.47	\$ 362,462.11

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

Three Rivers CDD

Tributary, Unit 6 Infrastructure Project

Yulee, FL

APPLICATION NUMBER: 8345-18

APPLICATION DATE: 10/03/22

PERIOD TO: 09/30/22

VCC PROJECT #: 2021-26

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not In D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
25.	CO #1 - REDUCE IMPORTED FILL, FROM US	\$ (188,644.50)	\$ (188,644.50)	\$ -		\$ (188,644.50)	100%	\$ -	\$ (9,432.23)
26.	CO #2 - STORM ODP DEDUCT & TAX	\$ (405,407.19)	\$ (405,407.19)	\$ -		\$ (405,407.19)	100%	\$ -	\$ (20,270.36)
27.	CO #2 - SEWER ODP DEDUCT & TAX	\$ (119,855.65)	\$ (119,855.65)	\$ -		\$ (119,855.65)	100%	\$ -	\$ (5,992.78)
28.	CO #2 - WATER ODP DEDUCT & TAX	\$ (142,190.47)	\$ (142,190.47)	\$ -		\$ (142,190.47)	100%	\$ -	\$ (7,109.52)
29.	CO #2 - REUSE ODP DEDUCT & TAX	\$ (59,289.22)	\$ (59,289.22)	\$ -		\$ (59,289.22)	100%	\$ -	\$ (2,964.46)
30.	CO #3 Misc Changes	\$ 32,068.00	\$ 64,048.00	\$ 18,052.25		\$ 82,100.25	256%	\$ (50,032.25)	\$ 4,105.01
31.	CO #4 - Sleeves Allowance Adjustment	\$ 55,368.70	\$ 55,368.70	\$ -		\$ 55,368.70	100%	\$ -	\$ 2,768.44
32.	CO #5 - Asphalt ODP Deduct & Tax Credit	\$ (95,410.83)	\$ (79,796.09)	\$ -		\$ (79,796.09)	84%	\$ (15,614.74)	\$ (3,989.80)
	CHANGE ORDER TOTALS	\$ (923,361.16)	\$ (875,766.42)	\$ 18,052.25	\$ -	\$ (857,714.17)	92.89%	\$ (65,646.99)	\$ (42,885.71)
	TOTALS----->	\$ 6,445,932.61	\$ 6,311,060.85	\$ 80,467.27	\$ -	\$ 6,391,528.13	99.16%	\$ 54,404.48	\$ 319,576.41

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	0.01	0.98	0.99	\$ 868.10	\$ 85,073.80	\$ 85,941.90	99%
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%
MOBILIZATION & GENERAL CONDITIONS					\$157,923.00				\$868.10	\$156,186.80	\$157,054.90	99%
300	NPOES Permit Compliance	12	MO	\$493.50	\$5,922.00	0.24	11.76	12.00	\$ 118.44	\$ 5,803.56	\$ 5,922.00	100%
303	Maintain Silt Fence	7,690	LF	\$1.20	\$9,228.00	153.80	7,536.20	7,690.00	\$ 184.56	\$ 9,043.44	\$ 9,228.00	100%
304	NPOES Reporting	12	MO	\$824.00	\$9,888.00	0.24	11.76	12.00	\$ 197.76	\$ 9,690.24	\$ 9,888.00	100%
NPDES					\$25,038.00				\$500.76	\$24,537.24	\$25,038.00	100%
400	Surveying	1	LS	\$82,020.00	\$82,020.00	0.02	0.98	1.00	\$ 1,640.40	\$ 80,379.60	\$ 82,020.00	100%
500	Lot As-Builts	1	LS	\$15,140.00	\$15,140.00		1.00	1.00	\$ -	\$ 15,140.00	\$ 15,140.00	100%
500	Paving and Drainage As-Builts	1	LS	\$15,140.00	\$15,140.00	0.02	0.85	0.87	\$ 302.80	\$ 12,869.00	\$ 13,171.80	87%
500	Utility As-Builts	1	LS	\$30,280.00	\$30,280.00		1.00	1.00	\$ -	\$ 30,280.00	\$ 30,280.00	100%
SURVEY & AS-BUILTS					\$142,580.00				\$1,943.20	\$138,668.60	\$140,611.80	99%
601	Silt Fence Type III (Regular)	705	LF	\$0.94	\$662.70		705.00	705.00	\$ -	\$ 662.70	\$ 662.70	100%
608	Inlet Protection	52	EACH	\$176.50	\$9,178.00		52.00	52.00	\$ -	\$ 9,178.00	\$ 9,178.00	100%
EROSION CONTROL					\$9,840.70				\$0.00	\$9,840.70	\$9,840.70	100%
700	Maintenance of Traffic (Basic Signs)	1.00	LS	\$6,358.00	\$6,358.00	0.02	0.98	1.00	\$ 127.16	\$ 6,230.84	\$ 6,358.00	100%
MOT					\$6,358.00				\$127.16	\$6,230.84	\$6,358.00	100%
801	Demo Storm Pipe (36" RCP)	189	LF	\$29.60	\$5,594.40		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		65.00	65.00	\$ -	\$ 237.25	\$ 237.25	100%
DEMOLITION					\$8,887.65				\$0.00	\$8,887.65	\$8,887.65	100%
1001	Dewater for Pond	1	LS	\$37,525.80	\$37,525.80		1.00	1.00	\$ -	\$ 37,525.80	\$ 37,525.80	100%
1002	Pond Excavation	55,185	CY	\$3.50	\$193,147.50		55,185.00	55,185.00	\$ -	\$ 193,147.50	\$ 193,147.50	100%
POND EXCAVATION					\$230,673.30				\$0.00	\$230,673.30	\$230,673.30	100%
1116	Site Dewatering	1	LS	\$38,295.00	\$38,295.00		1.00	1.00	\$ -	\$ 38,295.00	\$ 38,295.00	100%
1104	Strip Topsoil	45,735	CY	\$3.05	\$139,491.75		45,735.00	45,735.00	\$ -	\$ 139,491.75	\$ 139,491.75	100%
1105	Bury Onsite	22,868	CY	\$3.30	\$75,464.40		22,868.00	22,868.00	\$ -	\$ 75,464.40	\$ 75,464.40	100%
1107	Export Topsoil Off Site	22,867	CY	\$6.25	\$142,918.75	457.34	22,409.66	22,867.00	\$ 2,858.38	\$ 140,060.38	\$ 142,918.75	100%
1108	Site Cut	165	CY	\$2.95	\$486.75		165.00	165.00	\$ -	\$ 486.75	\$ 486.75	100%
1109	Place & Compact Fill	175,161	CY	\$5.78	\$1,012,160.35		175,161.00	175,161.00	\$ -	\$ 1,012,160.35	\$ 1,012,160.35	100%
1110	Earthwork Density Testing	1	LS	\$31,610.00	\$31,610.00		0.98	0.98	\$ -	\$ 30,977.80	\$ 30,977.80	98%
1114	Remove/Replace Unsuitables - Pipe Trenches	32,415	CY	\$16.35	\$529,985.25		32,415.00	32,415.00	\$ -	\$ 529,985.25	\$ 529,985.25	100%
1114	Remove/Replace Unsuitables - Pond 5 & 7	44,501	CY	\$13.45	\$598,538.45		44,501.00	44,501.00	\$ -	\$ 598,538.45	\$ 598,538.45	100%
1115	Fine Grade Lots	110,455	SY	\$0.70	\$77,318.50		110,455.00	110,455.00	\$ -	\$ 77,318.50	\$ 77,318.50	100%
1118	Final Dressout	34,495	SY	\$0.60	\$20,697.00	3,449.50	25,871.25	29,320.75	\$ 2,069.70	\$ 15,522.75	\$ 17,592.45	85%
1119	Dress Behind Subcontractors	1	LS	\$12,666.00	\$12,666.00		1.00	1.00	\$ -	\$ 12,666.00	\$ 12,666.00	100%
EARTHWORK					\$2,679,632.20				\$4,528.08	\$2,670,967.38	\$2,675,895.45	100%
1201	Site Sod	4,887	SY	\$4.46	\$21,773.55		4,887.00	4,887.00	\$ -	\$ 21,773.55	\$ 21,773.55	100%
1205	BOC Sod	1,890	SY	\$2.65	\$5,008.50	1,890.00	0.00	1,890.00	\$ 5,008.50	\$ -	\$ 5,008.50	100%
1203	Pond Sod	14,317	SY	\$2.65	\$37,940.05		14,317.00	14,317.00	\$ -	\$ 37,940.05	\$ 37,940.05	100%
1202	Site Seed and Mulch	8,610	SY	\$0.47	\$4,046.70		8,610.00	8,610.00	\$ -	\$ 4,046.70	\$ 4,046.70	100%
1206	Right of Way Seed and Mulch	23,006	SY	\$0.47	\$9,872.82		0.00	0.00	\$ -	\$ -	\$ -	0%
1207	Seed and Mulch Lots	110,455	SY	\$0.47	\$51,913.85		110,455.00	110,455.00	\$ -	\$ 51,913.85	\$ 51,913.85	100%
GRASSING					\$130,555.47				\$5,008.50	\$115,574.15	\$120,682.65	92%
1304	Subsoil Stabilization	29,195	SY	\$7.22	\$210,895.00		29,195.00	29,195.00	\$ -	\$ 210,895.00	\$ 210,895.00	100%
SUBSOIL STABILIZATION					\$210,895.00				\$0.00	\$210,895.00	\$210,895.00	100%
1402	6" Limerock	21,935	SY	\$12.92	\$283,457.50		20,180.20	20,180.20	\$ -	\$ 260,780.90	\$ 260,780.90	92%
1403	8" Limerock	3,175	SY	\$16.10	\$51,117.50		3,175.00	3,175.00	\$ -	\$ 51,117.50	\$ 51,117.50	100%
1517	Prime Limerock	24,600	SY	\$0.59	\$14,514.00		22,632.00	22,632.00	\$ -	\$ 13,352.88	\$ 13,352.88	92%
BASE					\$349,089.00				\$0.00	\$325,251.28	\$325,251.28	93%
1503	1" Asphalt SP-12.5 - Estuary (1st Lift)	2,665	SY	\$6.75	\$17,988.75		2,665.00	2,665.00	\$ -	\$ 17,988.75	\$ 17,988.75	100%
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		19,195.00	19,195.00	\$ -	\$ 198,888.19	\$ 198,888.19	91%
1518	Tack Coat	2,665	SY	\$0.59	\$1,572.35		2,665.00	2,665.00	\$ -	\$ 1,572.35	\$ 1,572.35	100%
ASPHALT					\$261,196.30				\$0.00	\$218,449.29	\$218,449.29	84%
1700	Striping & Signs	1	LS	\$38,091.00	\$38,091.00		1.00	1.00	\$ -	\$ 38,091.00	\$ 38,091.00	100%
STRIPING & SIGNAGE					\$38,091.00				\$0.00	\$38,091.00	\$38,091.00	100%
1804	Curb & Gutter	18,062	LF	\$11.45	\$206,816.50	1,806.20	16,255.80	18,062.00	\$ 20,681.65	\$ 186,134.85	\$ 206,816.50	100%
1903	Concrete Pavement	225	SF	\$9.85	\$2,217.25	113.00	112.00	225.00	\$ 1,090.45	\$ 1,080.80	\$ 2,171.25	100%
2000	Sidewalks	11,635	SF	\$4.20	\$48,867.00	4,072.25	5,817.50	9,889.75	\$ 17,103.45	\$ 24,433.50	\$ 41,536.95	85%
2005	A.D.A. Handicap Ramps	37	EACH	\$564.65	\$20,892.00	18.00	0.00	18.00	\$ 10,163.68	\$ -	\$ 10,163.68	49%
CONCRETE					\$278,746.75				\$49,039.23	\$211,649.15	\$260,688.38	94%
2103	Keystone Retaining Wall	425	SF	\$31.10	\$13,217.50		425.00	425.00	\$ -	\$ 13,217.50	\$ 13,217.50	100%
HARDSCAPE					\$13,217.50				\$0.00	\$13,217.50	\$13,217.50	100%
3003	Dewater Storm Drain	1	LS	\$66,773.70	\$66,773.70		1.00	1.00	\$ -	\$ 66,773.70	\$ 66,773.70	100%
3000	Storm Structures (All types & depths)	59	EACH	\$4,749.14	\$280,199.00		59.00	59.00	\$ -	\$ 280,199.00	\$ 280,199.00	100%
3084	Mitered End Sections (All sizes)	11	EACH	\$2,180.09	\$23,980.99		11.00	11.00	\$ -	\$ 23,980.99	\$ 23,980.99	100%
3184	Storm Pipe (All sizes & depths)	7,180	LF	\$90.23	\$647,878.20		7,180.00	7,180.00	\$ -	\$ 647,878.20	\$ 647,878.20	100%
3263	Roadway Underdrain	1,135	LF	\$35.06	\$39,790.00		1,135.00	1,135.00	\$ -	\$ 39,790.00	\$ 39,790.00	100%
3258	Rip Rap	14	TON	\$306.00	\$4,284.00		14.00	14.00	\$ -	\$ 4,284.00	\$ 4,284.00	100%
3279	Punch Out Storm Drain	7,180	LF	\$13.21	\$94,813.50		5,744.00	5,744.00	\$ 75,850.80	\$ -	\$ 75,850.80	86%
STORM DRAINAGE					\$1,156,927.40				\$0.00	\$1,137,964.70	\$1,137,964.70	98%
4003	Dewater Gravity Sewer	3,135	LF	\$19.60	\$61,446.00		3,135.00	3,135.00	\$ -	\$ 61,446.00	\$ 61,446.00	100%
4015	Sanitary Manholes (All types & depths)	26	EACH	\$5,727.92	\$148,496.00		26.00	26.00	\$ -	\$ 148,496.00	\$ 148,496.00	100%
4104	SDR26 Sewer Main (All sizes & depths)	6,182	LF	\$35.37	\$218,667.60		6,182.00	6,182.00	\$ -	\$ 218,667.60	\$ 218,667.60	100%
4145	Sewer Services	168	EACH	\$665.50	\$111,804.00		168.00	168.00	\$ -	\$ 111,804.00	\$ 111,804.00	100%
4144	Punch Out Sewer	6,182	LF	\$8.99	\$55,571.10		6,182.00	6,182.00	\$ -	\$ 55,571.10	\$ 55,571.10	100%

GRAVITY SEWER					\$581,984.70				\$0.00	\$581,984.70	\$581,984.70	100%
7000	Water Main (All sizes & types)	7,060	LF	\$58.01	\$409,529.00	7,060.00	7,060.00	\$ -	\$ 409,529.00	\$ 409,529.00	100%	
7238	Water Services (All sizes & types)	125	EACH	\$987.23	\$123,404.00	125.00	125.00	\$ -	\$ 123,404.00	\$ 123,404.00	100%	
7248	Flushing & BT's for Water Main	7,060	LF	\$0.93	\$6,565.80	7,060.00	7,060.00	\$ -	\$ 6,565.80	\$ 6,565.80	100%	
7249	Locate Wire Test For Water Main	7,060	LF	\$0.54	\$3,812.40	7,060.00	7,060.00	\$ -	\$ 3,812.40	\$ 3,812.40	100%	
7250	Pressure Test for Water Main	7,060	LF	\$2.05	\$14,473.00	7,060.00	7,060.00	\$ -	\$ 14,473.00	\$ 14,473.00	100%	
7246	Punch Out for Water Main	7,060	LF	\$2.05	\$14,473.00	7,060.00	7,060.00	\$ -	\$ 14,473.00	\$ 14,473.00	100%	
WATER MAIN					\$572,257.20			\$0.00	\$572,257.20	\$572,257.20	100%	
9012	Reuse Main (All sizes & types)	6,530	LF	\$35.31	\$230,572.00	6,530.00	6,530.00	\$ -	\$ 230,572.00	\$ 230,572.00	100%	
9234	Reuse Services (All sizes & types)	139	EACH	\$896.98	\$124,680.50	139.00	139.00	\$ -	\$ 124,680.50	\$ 124,680.50	100%	
9240	Flushing for Reuse Main	6,530	LF	\$0.93	\$6,072.90	6,530.00	6,530.00	\$ -	\$ 6,072.90	\$ 6,072.90	100%	
9241	Locate Wire Test For Reuse Main	6,530	LF	\$0.54	\$3,526.20	6,530.00	6,530.00	\$ -	\$ 3,526.20	\$ 3,526.20	100%	
9242	Pressure Test for Reuse Main	6,530	LF	\$2.05	\$13,386.50	6,530.00	6,530.00	\$ -	\$ 13,386.50	\$ 13,386.50	100%	
9239	Punch Out for Reuse Main	6,530	LF	\$1.85	\$12,080.50	6,530.00	6,530.00	\$ -	\$ 12,080.50	\$ 12,080.50	100%	
REUSE MAIN					\$390,318.60			\$0.00	\$390,318.60	\$390,318.60	100%	

10000	FPL Allowance	1.00	LS	\$125,000.00	\$125,000.00		1.00	1.00	\$ -	\$ 125,000.00	\$ 125,000.00	100%
ELECTRICAL					\$125,000.00				\$0.00	\$125,000.00	\$125,000.00	100%
11001.02	Irrigation Sleeves, 2"	1.00	LF	\$11.00	\$11.00		1.00	1.00	\$ -	\$ 11.00	\$ 11.00	100%
11001.04	Irrigation Sleeves, 4"	1.00	LF	\$15.80	\$15.80		1.00	1.00	\$ -	\$ 15.80	\$ 15.80	100%
11001.06	Irrigation Sleeves, 6"	1.00	LF	\$22.50	\$22.50		1.00	1.00	\$ -	\$ 22.50	\$ 22.50	100%
11001.08	Irrigation Sleeves, 8"	1.00	LF	\$32.90	\$32.90		1.00	1.00	\$ -	\$ 32.90	\$ 32.90	100%
LANDSCAPING & IRRIGATION ALLOWANCES					\$82.20				\$0.00	\$82.20	\$82.20	100%
ORIGINAL CONTRACT TOTALS					\$7,369,293.77				\$62,415.02	\$7,186,827.28	\$7,249,242.30	98.37%

01	Purchase Fill Material, Crnd4	18,315	CY	(\$10.30)	\$188,644.50		18,315.00	18,315.00	\$ -	\$ (188,644.50)	\$ (188,644.50)	100%
CHANGE ORDER #1 - REDUCE IMPORTED FILL, U4 STOCKPILE					-\$188,644.50				\$0.00	-\$188,644.50	-\$188,644.50	100%
02	Storm ODP Deduct & Tax	1	LS	(\$405,407.19)	\$405,407.19		1.00	1.00	\$ -	\$ (405,407.19)	\$ (405,407.19)	100%
02	Sewer ODP Deduct & Tax	1	LS	(\$119,855.65)	\$119,855.65		1.00	1.00	\$ -	\$ (119,855.65)	\$ (119,855.65)	100%
02	Water ODP Deduct & Tax	1	LS	(\$142,190.47)	\$142,190.47		1.00	1.00	\$ -	\$ (142,190.47)	\$ (142,190.47)	100%
02	Reuse ODP Deduct & Tax	1	LS	(\$59,289.22)	\$59,289.22		1.00	1.00	\$ -	\$ (59,289.22)	\$ (59,289.22)	100%
CHANGE ORDER #2 - ODP MATERIALS					-\$726,742.53				\$0.00	-\$726,742.53	-\$726,742.53	100%
1500	3/4" Asphalt Pavement HD (2nd Lift) - CREDIT	-2,665	SY	\$5.00	-\$13,325.00		0.00	0.00	\$ -	\$ -	\$ -	0%
1500	1/2" Asphalt Pavement LD (2nd Lift) - CREDIT	-18,020	SY	\$2.87	-\$51,722.00		0.00	0.00	\$ -	\$ -	\$ -	0%
2000	Sidewalk, ADD - U6 Park and Estuary Drive	7,025	SF	\$5.00	\$35,125.00	3,066.25	1,500.00	4,566.25	\$ 15,331.25	\$ 7,500.00	\$ 22,831.25	65%
2000	Handicap Ramps	2	EA	\$760.00	\$1,520.00	1.00	0.00	1.00	\$ 760.00	\$ -	\$ 760.00	50%
4000	Upsize sewer-Estuary Dr, 12" SDR26, Materials Only	630	LF	\$33.73	\$21,250.00		630.00	630.00	\$ -	\$ 21,250.00	\$ 21,250.00	100%
5000	Install Master Pump Sta Generator, L&E Only	1	LS	\$39,220.00	\$39,220.00	0.05	0.90	0.95	\$ 1,861.00	\$ 35,298.00	\$ 37,259.00	95%
CHANGE ORDER #3 - MISC DESIGN CHANGES					\$32,068.00				\$18,052.25	\$64,048.00	\$82,100.25	256%
11000	Irrigation Sleeves, 2"	3,086.00	LF	\$11.00	\$33,946.00		3,086.00	3,086.00	\$ -	\$ 33,946.00	\$ 33,946.00	100%
11000	Irrigation Sleeves, 4"	1,274.00	LF	\$15.80	\$20,129.20		1,274.00	1,274.00	\$ -	\$ 20,129.20	\$ 20,129.20	100%
11000	Irrigation Sleeves, 6"	-1.00	LF	\$22.50	-\$22.50		-1.00	-1.00	\$ -	\$ (22.50)	\$ (22.50)	100%
11000	Irrigation Sleeves, 8"	40	LF	\$32.90	\$1,316.00		40.00	40.00	\$ -	\$ 1,316.00	\$ 1,316.00	100%
CHANGE ORDER #4 - SLEEVES ALLOWANCE ADJUSTMENT					\$55,368.70				\$0.00	\$55,368.70	\$55,368.70	100%
1500	SP 9.5 Mix (Alleys, MUP)	309.00	TON	-\$61.00	-\$18,849.00		258.43	258.43	\$ -	\$ (15,764.21)	\$ (15,764.21)	84%
1500	SP 12.5 Mix (Neighborhood Roads, Estuary Driv	1,172.00	TON	-\$60.00	-\$70,320.00		980.19	980.19	\$ -	\$ (58,811.58)	\$ (58,811.58)	84%
1500	Tax Savings	1	IS	(\$6,241.83)	-\$6,241.83		0.84	0.84	\$ -	\$ (5,220.31)	\$ (5,220.31)	84%
CHANGE ORDER #5 - ASPHALT ODP DEDUCT & TAX CREDIT					-\$95,410.83				\$0.00	-\$79,796.09	-\$79,796.09	84%
CURRENT CONTRACT TOTALS					\$6,445,932.61				\$80,467.27	\$6,311,060.85	\$6,391,528.13	99.16%

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

The undersigned lienor, upon payment from the lienee, of the sum of \$76,443.91, 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 September 30, 2022 on the job of Three Rivers CDD to the following described property :

Project: Tributary, Unit 6 Infrastructure Project
Location: Yulee, FL
Invoice#: 8345-18

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: October 3, 2022

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

Phone: 904-291-9330

By: 

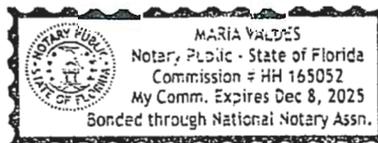
Printed Name: Tim Gaddis
Title: Project Manager

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 3rd day of October 2022 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

6AVI

**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: **124**
- (2) Name of Payee pursuant to Acquisition Agreement:
ECS Florida, LLC.
- (3) Amount Payable: **\$750.00**
- (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): **Invoice #1010502 – Tributary Unit 17 Pond Berm Stability 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.

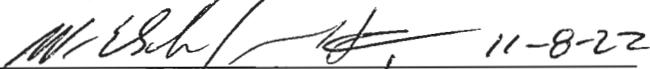
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

 11-8-22
Title: president



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

Invoice Date	Invoice Number
10/6/2022	1010502
Always Refer To Above Number	

PROJECT NAME: Tributary Unit 17 Pond Berm Stability
 Nassau County, FL

TO: Gregg F. Kern

3 RIVERS Creekview CDD
~~7807 Baymeadows Road East~~
~~Suite 205~~
~~Jacksonville, FL 32256~~

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:T95900	35:31535-A	10/1/2022	DUE UPON RECEIPT

Please Pay This Amount: \$750.00

Description	Quantity	Units	Unit Price	Extension	Total
For Geotechnical Services					\$750.00
				Subtotal:	\$750.00

Invoice Total - Please Remit => \$750.00

If you have any questions regarding this invoice, please contact **Chris Egan** at 904.880.0960

*** BUDGET SUMMARY ***

Budget Estimate:	\$750.00
Previously Invoiced:	\$0.00
Amt. This Invoice:	\$750.00
Amt. Remaining:	\$0.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AVII

**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: **125**
- (2) Name of Payee pursuant to Acquisition Agreement:
ELM Inc.
- (3) Amount Payable: **\$2,077.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **August 2022 – Invoice 20012 – 26 Construction Observation**
- (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

 ~~14~~ 11-8-22
Title: president



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 thru June 30, 2022

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
20012	Aug 31, 2022	Sep 30, 2022	19-32	\$2,077.50

Fee Summary		Previously Invoiced		Current Invoice		Remaining
%	Stipulated	% phase Completed	Amount Billed	% complete	Value of Completed	Amount remaining
0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00

Basic Services

<u>Role</u>	<u>Hrs</u>	<u>Extension</u>
26 Construction Observation		
Landscape Architect - Level 3	10.00	\$1,550.00
Landscape Architect Associate	3.50	\$420.00
Senior Architect	0.50	\$107.50
26 Construction Observation Total:	14.00	\$2,077.50
Basic Services Sub Total:	14.00	\$2,077.50
Invoice Total:		\$2,077.50

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>
26 Construction Observation							
7/1/2022	JEB	Landscape Architecture	Tributary punch list	3.50	\$120.00	\$420.00	\$420.00
7/1/2022	DP	Landscape Architecture	final landscape walk through	4.00	\$155.00	\$620.00	\$620.00
7/8/2022	DP	Landscape Architecture	Assembled field report 3 and distributed to project team	6.00	\$155.00	\$930.00	\$930.00
8/31/2022	JL	Architecture	Addressing Mike Taylor's comments - adding downspout and adding lock to interior door.	0.50	\$215.00	\$107.50	\$107.50
26 Construction Observation Total:				14.00		\$2,077.50	\$2,077.50
Total Basic Services:						\$2,077.50	\$2,077.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AVIII

**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: **126**
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
- (3) Amount Payable: **\$19,332.22**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Application #-19, Three Rivers Tributary Unit 6 Infrastructure Project**
- (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.

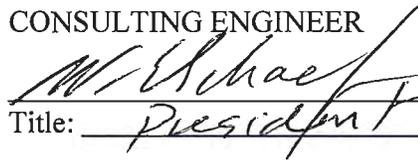
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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

 # 11-8-22
Title: President

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

Submitted to
DEG on 10/28/22

INVOICE

Date: 10/27/22

Period To: 10/31/2022

Invoice #: 8417

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

VCC Project #: 2021-26

Application #: 19

Attn: Bill Schaefer

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

ORIGINAL CONTRACT AMOUNT	\$	7,369,293.77
CHANGE ORDERS TO DATE	\$	(923,361.16)
REVISED CONTRACT AMOUNT	\$	6,445,932.61
PERCENTAGE COMPLETE	99.47%	
WORK COMPLETE TO DATE	\$	6,411,877.83
STORED MATERIALS	\$	-
TOTAL COMPLETED & STORED	\$	6,411,877.83
LESS RETAINAGE	\$	320,593.89
TOTAL EARNED LESS RETAINAGE	\$	6,091,283.94
LESS PREVIOUS BILLINGS	\$	6,071,951.72
CURRENT DUE	\$	19,332.22

Account Summary:	Sales This Period	Sales To Date
Gross:	20,349.70	6,411,877.83
Retainage:	1,017.49	320,593.89
Net:	19,332.22	6,091,283.94

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

Pay App # 8417-19

TO: Three Rivers CDD
4348 Southpointe Blvd, Suite 201
Jacksonville, FL 32216

PROJECT: Tributary, Unit 6 Infrastructure Project
Yulee, FL

APPLICATION NO: -19
PERIOD TO: 10/31/22

Distribution to:
 OWNER
 ENGINEER

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

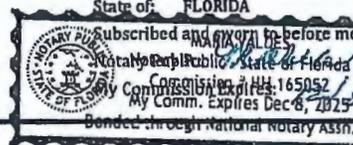
ENGINEER'S PROJECT NO: N/A
CONTRACTOR'S PROJECT NO: 2021-26

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		
001	10/15/2021		\$188,644.50
002	10/15/2021		\$726,742.53
003	8/29/2022	\$32,068.00	
004	8/29/2022	\$55,368.70	
005	8/29/2022		\$95,410.83
TOTALS		\$ 87,436.70	\$ 1,010,797.86
Net change by Change Orders			\$ (923,361.16)

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* Tim Gaddis, Project Manager
By: *Tim Gaddis* Date: 27-Oct-22



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.....	\$ -923,361.16
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 6,445,932.61
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 6,411,877.83
(Column G on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work \$	320,593.89
(Column D + E on G703)	
b. ___ % of Stored Materials \$	
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$ 320,593.89
6. TOTAL EARNED LESS RETAINAGE.....	\$ 6,091,283.94
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 6,071,951.72
8. CURRENT PAYMENT DUE.....	\$ 19,332.22
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 354,648.67
(Line 3 less Line 6)	

State of: FLORIDA County of: CLAY
Subscribed and sworn to before me this 27th day of October, 2022

Natalie Valdés
Notary Public, State of Florida
Commission # 165052
My Comm. Expires Dec 6, 2025
Bonded through National Notary Assn.

AMOUNT CERTIFIED.....\$ *19,332.22*

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

ENGINEER: *W. Schaefer*
By: *W. Schaefer* Date: 10/31/22

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 tabulations below, amounts are stated to the nearest dollar.

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

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

APPLICATION NUMBER: **8417-19**
APPLICATION DATE: **10/27/22**
PERIOD TO: **10/31/22**
VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
UNIT 6, TRIBUTARY									
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 157,923.00	\$ 157,054.90	\$ -		\$ 157,054.90	99%	\$ 868.10	\$ 7,852.75
2.	NDPES	\$ 25,038.00	\$ 25,038.00	\$ -		\$ 25,038.00	100%	\$ -	\$ 1,251.90
3.	SURVEY & AS-BUILTS	\$ 142,580.00	\$ 140,611.80	\$ 454.20		\$ 141,066.00	99%	\$ 1,514.00	\$ 7,053.30
4.	EROSION CONTROL	\$ 9,840.70	\$ 9,840.70	\$ -		\$ 9,840.70	100%	\$ -	\$ 492.04
5.	MOT	\$ 6,358.00	\$ 6,358.00	\$ -		\$ 6,358.00	100%	\$ -	\$ 317.90
6.	DEMOLITION	\$ 8,887.65	\$ 8,887.65	\$ -		\$ 8,887.65	100%	\$ -	\$ 444.38
8.	POND EXCAVATION	\$ 230,673.30	\$ 230,673.30	\$ -		\$ 230,673.30	100%	\$ -	\$ 11,533.67
9.	EARTHWORK	\$ 2,679,632.20	\$ 2,675,895.45	\$ 3,736.75		\$ 2,679,632.20	100%	\$ -	\$ 133,981.61
10.	GRASSING	\$ 130,555.47	\$ 120,682.65	\$ 9,872.82		\$ 130,555.47	100%	\$ -	\$ 6,527.77
11.	SUBSOIL STABILIZATION	\$ 210,895.00	\$ 210,895.00	\$ -		\$ 210,895.00	100%	\$ -	\$ 10,544.75
12.	BASE	\$ 349,089.00	\$ 325,251.28	\$ 8,939.14		\$ 334,190.43	96%	\$ 14,898.57	\$ 16,709.52
13.	ASPHALT	\$ 261,196.10	\$ 218,449.29	\$ 13,591.50		\$ 232,040.79	89%	\$ 29,155.31	\$ 11,602.04
15.	STRIPING & SIGNAGE	\$ 38,091.00	\$ 38,091.00	\$ -		\$ 38,091.00	100%	\$ -	\$ 1,904.55
16.	CONCRETE	\$ 278,746.75	\$ 260,688.38	\$ 18,058.37		\$ 278,746.75	100%	\$ -	\$ 13,937.34
14.	HARDSCAPE	\$ 13,217.50	\$ 13,217.50	\$ -		\$ 13,217.50	100%	\$ -	\$ 660.88
17.	STORM DRAINAGE	\$ 1,156,927.40	\$ 1,137,964.70	\$ 9,481.35		\$ 1,147,446.05	99%	\$ 9,481.35	\$ 57,372.30
18.	GRAVITY SEWER	\$ 581,984.70	\$ 581,984.70	\$ -		\$ 581,984.70	100%	\$ -	\$ 29,099.24
20.	WATER MAIN	\$ 572,257.20	\$ 572,257.20	\$ -		\$ 572,257.20	100%	\$ -	\$ 28,612.86
21.	REUSE MAIN	\$ 390,318.60	\$ 390,318.60	\$ -		\$ 390,318.60	100%	\$ -	\$ 19,515.93
22.	ELECTRICAL	\$ 125,000.00	\$ 125,000.00	\$ -		\$ 125,000.00	100%	\$ -	\$ 6,250.00
24.	LANDSCAPING & IRRIGATION ALLOWANCES	\$ 82.20	\$ 82.20	\$ -		\$ 82.20	100%	\$ -	\$ 4.11
ORIGINAL CONTRACT TOTALS		\$ 7,369,293.77	\$ 7,249,242.30	\$ 64,134.14	\$ -	\$ 7,313,376.44	99.24%	\$ 55,917.33	\$ 365,668.82

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 line items may apply.

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

APPLICATION NUMBER: **8417-19**
APPLICATION DATE: **10/27/22**
PERIOD TO: **10/31/22**
VCC PROJECT #: **2021-26**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not In D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	CHANGE ORDERS								
25.	CO#1 - REDUCE IMPORTED FILL, FROM U4	\$ (188,644.50)	\$ (188,644.50)	\$ -		\$ (188,644.50)	100%	\$ -	\$ (9,432.23)
26.	CO #2 - STORM ODP DEDUCT & TAX	\$ (405,407.19)	\$ (405,407.19)	\$ -		\$ (405,407.19)	100%	\$ -	\$ (20,270.36)
27.	CO #2 - SEWER ODP DEDUCT & TAX	\$ (119,855.65)	\$ (119,855.65)	\$ -		\$ (119,855.65)	100%	\$ -	\$ (5,992.78)
28.	CO #2 - WATER ODP DEDUCT & TAX	\$ (142,190.47)	\$ (142,190.47)	\$ -		\$ (142,190.47)	100%	\$ -	\$ (7,109.52)
29.	CO #2 - REUSE ODP DEDUCT & TAX	\$ (59,289.22)	\$ (59,289.22)	\$ -		\$ (59,289.22)	100%	\$ -	\$ (2,964.46)
30.	CO #3 - Misc Changes	\$ 32,068.00	\$ 82,100.25	\$ (53,641.30)		\$ 28,458.95	89%	\$ 3,609.05	\$ 1,422.95
31.	CO #4 - Sleeves Allowance Adjustment	\$ 55,368.70	\$ 55,368.70	\$ -		\$ 55,368.70	100%	\$ -	\$ 2,768.44
32.	CO #5 - Asphalt ODP Deduct & Tax Credit	\$ (95,410.83)	\$ (79,796.09)	\$ 9,856.86		\$ (69,939.23)	73%	\$ (25,471.60)	\$ (3,496.96)
	CHANGE ORDER TOTALS	\$ (923,361.16)	\$ (857,714.17)	\$ (43,784.44)	\$ -	\$ (901,498.61)	97.63%	\$ (21,862.55)	\$ (45,074.93)
	TOTALS----->	\$ 6,445,932.61	\$ 6,391,528.13	\$ 20,349.70	\$ -	\$ 6,411,877.83	99.47%	\$ 34,054.78	\$ 320,593.89

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	Bill of This Month	Previously Billings	Total Complete To-Date	% Complete
100	General Conditions	1.00	LS	\$86,810.00	\$86,810.00		0.99	0.99	\$ -	\$ 85,941.90	\$ 85,941.90	99%
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%
MOBILIZATION & GENERAL CONDITIONS					\$157,923.00				\$0.00	\$157,054.90	\$157,054.90	99%
300	NPDES Permit Compliance	12	MO	\$492.50	\$5,922.00		12.00	12.00	\$ -	\$ 5,922.00	\$ 5,922.00	100%
303	Maintain Silt Fence	7,690	LF	\$1.20	\$9,228.00		7,690.00	7,690.00	\$ -	\$ 9,228.00	\$ 9,228.00	100%
304	NPDES Reporting	12	MO	\$888.00	\$9,888.00		12.00	12.00	\$ -	\$ 9,888.00	\$ 9,888.00	100%
NPDES					\$25,038.00				\$0.00	\$25,038.00	\$25,038.00	100%
400	Surveying	1	LS	\$82,020.00	\$82,020.00		1.00	1.00	\$ -	\$ 82,020.00	\$ 82,020.00	100%
500	Let-As-Builts	1	LS	\$15,140.00	\$15,140.00		1.00	1.00	\$ -	\$ 15,140.00	\$ 15,140.00	100%
500	Paving and Drainage As-Builts	1	LS	\$15,140.00	\$15,140.00	0.03	0.87	0.90	\$ 454.20	\$ 13,171.80	\$ 13,626.00	90%
500	Utility As-Builts	1	LS	\$30,280.00	\$30,280.00		1.00	1.00	\$ -	\$ 30,280.00	\$ 30,280.00	100%
SURVEY & AS-BUILTS					\$142,580.00				\$454.20	\$140,611.80	\$141,066.00	99%
601	Silt Fence Type III (Regular)	705	LF	\$0.94	\$667.70		705.00	705.00	\$ -	\$ 667.70	\$ 667.70	100%
608	Inlet Protection	52	EACH	\$176.50	\$9,178.00		52.00	52.00	\$ -	\$ 9,178.00	\$ 9,178.00	100%
EROSION CONTROL					\$9,846.70				\$0.00	\$9,846.70	\$9,846.70	100%
700	Maintenance of Traffic (Basic Signs)	1.00	LS	\$6,358.00	\$6,358.00		1.00	1.00	\$ -	\$ 6,358.00	\$ 6,358.00	100%
MOI					\$6,358.00				\$0.00	\$6,358.00	\$6,358.00	100%
801	Demo Storm Pipe (36" RCP)	189	LF	\$29.60	\$5,594.40		189.00	189.00	\$ -	\$ 5,594.40	\$ 5,594.40	100%
802	Demo Storm Structures (36" MES)	2	FACH	\$1,026.00	\$2,052.00		2.00	2.00	\$ -	\$ 2,052.00	\$ 2,052.00	100%
820	Sawcut Ex. Asphalt	65	LF	\$37.25	\$2,420.63		65.00	65.00	\$ -	\$ 2,420.63	\$ 2,420.63	100%
DEMOLITION					\$8,887.65				\$0.00	\$8,887.65	\$8,887.65	100%
1001	Dewater for Pond	1	LS	\$37,525.80	\$37,525.80		1.00	1.00	\$ -	\$ 37,525.80	\$ 37,525.80	100%
1002	Pond Excavation	55,185	CY	\$3.50	\$193,147.50		55,185.00	55,185.00	\$ -	\$ 193,147.50	\$ 193,147.50	100%
POND EXCAVATION					\$230,673.30				\$0.00	\$230,673.30	\$230,673.30	100%
1116	Site Dewatering	1	LS	\$38,295.00	\$38,295.00		1.00	1.00	\$ -	\$ 38,295.00	\$ 38,295.00	100%
1104	Strip Topsoil	45,735	CY	\$3.05	\$139,491.75		45,735.00	45,735.00	\$ -	\$ 139,491.75	\$ 139,491.75	100%
1105	Bury Onsite	27,468	CY	\$3.30	\$91,464.40		22,868.00	22,868.00	\$ -	\$ 75,464.40	\$ 75,464.40	100%
1107	Export Topsoil Offsite	22,867	CY	\$6.23	\$142,918.75		22,867.00	22,867.00	\$ -	\$ 142,918.75	\$ 142,918.75	100%
1108	Site Cut	165	CY	\$2.95	\$486.75		165.00	165.00	\$ -	\$ 486.75	\$ 486.75	100%
1109	Place & Compact Fill	175,161	CY	\$5.78	\$1,012,160.35		175,161.00	175,161.00	\$ -	\$ 1,012,160.35	\$ 1,012,160.35	100%
1110	Earthwork Density Testing	1	LS	\$31,610.00	\$31,610.00	0.02	0.98	1.00	\$ 632.20	\$ 30,977.80	\$ 31,610.00	100%
1114	Remove/Replace Unsuitables - Pipe Trenches	32,415	CY	\$10.35	\$335,383.25		32,415.00	32,415.00	\$ -	\$ 335,383.25	\$ 335,383.25	100%
1114	Remove/Replace Unsuitables - Pond 3 & 7	44,501	CY	\$13.45	\$598,338.45		44,501.00	44,501.00	\$ -	\$ 598,338.45	\$ 598,338.45	100%
1115	Fine Grade Lots	110,455	SY	\$0.70	\$77,318.50		110,455.00	110,455.00	\$ -	\$ 77,318.50	\$ 77,318.50	100%
1118	Final Dressout	34,495	SY	\$0.80	\$27,596.00	3,174.25	29,320.75	34,495.00	\$ 3,104.55	\$ 17,592.45	\$ 20,697.00	100%
1118	Dress Behind Subcontractors	1	LS	\$12,666.00	\$12,666.00		1.00	1.00	\$ -	\$ 12,666.00	\$ 12,666.00	100%
EARTHWORK					\$2,679,632.20				\$9,736.75	\$2,675,895.45	\$2,679,632.20	100%
1201	Site Sed	4,887	SY	\$4.46	\$21,773.55		4,887.00	4,887.00	\$ -	\$ 21,773.55	\$ 21,773.55	100%
1205	BOC Sed	1,890	SY	\$2.65	\$5,008.50		1,890.00	1,890.00	\$ -	\$ 5,008.50	\$ 5,008.50	100%
1303	Pond Sed	14,317	SY	\$2.85	\$40,903.35		14,317.00	14,317.00	\$ -	\$ 40,903.35	\$ 40,903.35	100%
1202	Site Seed and Mulch	8,610	SY	\$0.47	\$4,046.70		8,610.00	8,610.00	\$ -	\$ 4,046.70	\$ 4,046.70	100%
1206	Right of Way Seed and Mulch	21,006	SY	\$0.47	\$9,872.82	21,006.00	0.00	21,006.00	\$ 9,872.82	\$ -	\$ 9,872.82	100%
1207	Seed and Mulch Lots	110,455	SY	\$0.47	\$51,913.85		110,455.00	110,455.00	\$ -	\$ 51,913.85	\$ 51,913.85	100%
GRASSING					\$130,555.47				\$9,872.82	\$120,682.63	\$130,555.47	100%
1304	Subsoil Stabilization	29,195	SY	\$7.22	\$210,895.00		29,195.00	29,195.00	\$ -	\$ 210,895.00	\$ 210,895.00	100%
SUBSOIL STABILIZATION					\$210,895.00				\$0.00	\$210,895.00	\$210,895.00	100%
1402	6" Limerock	21,935	SY	\$12.92	\$283,457.50	658.05	20,180.20	20,838.25	\$ 8,503.73	\$ 260,780.90	\$ 269,284.63	95%
1403	8" Limerock	3,175	SY	\$16.30	\$51,772.50		3,175.00	3,175.00	\$ -	\$ 51,772.50	\$ 51,772.50	100%
1517	Prime Limerock	24,000	SY	\$0.59	\$14,160.00	738.00	22,632.00	23,370.00	\$ 435.43	\$ 13,352.83	\$ 13,788.30	95%
BASE					\$348,089.00				\$8,939.14	\$325,251.28	\$324,590.43	94%
1503	1" Asphalt SP-12.5 - Estuary (1st Lift)	2,665	SY	\$6.75	\$17,988.75	2,665.00	2,665.00	2,665.00	\$ -	\$ 17,988.75	\$ 17,988.75	100%
1502	3/4" Asphalt SP-9.5 - Estuary (2nd Lift)	2,665	SY	\$5.10	\$13,591.50	2,665.00	0.00	2,665.00	\$ 13,591.50	\$ -	\$ 13,591.50	100%
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	\$10.16	\$214,834.00	19,195.00	19,195.00	19,195.00	\$ -	\$ 198,888.19	\$ 198,888.19	91%
1518	Tack Coat	2,665	SY	\$0.59	\$1,572.35	2,665.00	2,665.00	2,665.00	\$ -	\$ 1,572.35	\$ 1,572.35	100%
ASPHALT					\$361,196.10				\$13,591.50	\$218,448.29	\$232,040.79	89%
1700	Striping & Signs	1	LS	\$38,091.00	\$38,091.00		1.00	1.00	\$ -	\$ 38,091.00	\$ 38,091.00	100%
STRIPING & SIGNAGE					\$38,091.00				\$0.00	\$38,091.00	\$38,091.00	100%
1804	Curb & Gutter	18,062	LF	\$11.45	\$206,816.50		18,062.00	18,062.00	\$ -	\$ 206,816.50	\$ 206,816.50	100%
1903	Concrete Pavement	225	SF	\$9.85	\$2,215.25		225.00	225.00	\$ -	\$ 2,215.25	\$ 2,215.25	100%
2000	Sidewalks	11,635	SF	\$4.20	\$48,867.00	1,745.25	9,889.75	11,635.00	\$ 7,330.05	\$ 41,536.95	\$ 48,867.00	100%
2005	A.D.A. Handicap Ramps	37	EACH	\$564.65	\$20,892.00	19.00	18.00	37.00	\$ 10,728.32	\$ 10,163.68	\$ 20,892.00	100%
CONCRETE					\$78,766.75				\$18,058.37	\$260,688.38	\$278,746.75	100%
2103	Keystone Retaining Wall	425	SF	\$31.10	\$13,217.50		425.00	425.00	\$ -	\$ 13,217.50	\$ 13,217.50	100%
HARDSCAPE					\$13,217.50				\$0.00	\$13,217.50	\$13,217.50	100%
3003	Dewater Storm Drain	1	LS	\$66,773.70	\$66,773.70		1.00	1.00	\$ -	\$ 66,773.70	\$ 66,773.70	100%
3000	Storm Structures (All types & depths)	59	EACH	\$4,743.14	\$280,199.00		59.00	59.00	\$ -	\$ 280,199.00	\$ 280,199.00	100%
3084	Mitered End Sections (All sizes)	11	EACH	\$2,189.00	\$23,189.00		11.00	11.00	\$ -	\$ 23,189.00	\$ 23,189.00	100%
3184	Storm Pipe (All sizes & depths)	7,180	LF	\$90.23	\$647,878.20		7,180.00	7,180.00	\$ -	\$ 647,878.20	\$ 647,878.20	100%
3283	Roadway Underdrain	1,135	LF	\$35.06	\$39,790.00		1,135.00	1,135.00	\$ -	\$ 39,790.00	\$ 39,790.00	100%
3258	Rip Rap	14	TON	\$306.00	\$4,284.00		14.00	14.00	\$ -	\$ 4,284.00	\$ 4,284.00	100%
3279	Punch Out Storm Drain	7,180	LF	\$13.21	\$94,813.50	718.00	5,744.00	6,462.00	\$ 8,481.35	\$ 75,850.80	\$ 83,332.15	90%
STORM DRAINAGE					\$1,156,927.40				\$9,481.35	\$1,137,964.70	\$1,147,446.05	99%
4003	Dewater Gravity Sewer	3,135	LF	\$19.60	\$61,446.00		3,135.00	3,135.00	\$ -	\$ 61,446.00	\$ 61,446.00	100%
4013	Sanitary Manholes (All types & depths)	26	EACH	\$5,172.92	\$134,496.00		26.00	26.00	\$ -	\$ 134,496.00	\$ 134,496.00	100%
4104	30R26 Sewer Man (All sizes & depths)	6,182	LF	\$35.37	\$218,667.80		6,182.00	6,182.00	\$ -	\$ 218,667.80	\$ 218,667.80	100%
4145	Sewer Services	168	EACH	\$665.50	\$111,804.00		168.00	168.00	\$ -	\$ 111,804.00	\$ 111,804.00	100%
4144	Punch Out Sewer	6,182	LF	\$8.99	\$55,571.10		6,182.00	6,182.00	\$ -	\$ 55,571.10	\$ 55,571.10	100%
GRAVITY SEWER					\$581,984.70				\$0.00	\$581,984.70	\$581,984.70	100%

7000	Water Main (All sizes & types)	7,060	LF	\$58.01	\$409,529.00	7,060.00	7,060.00	\$	-	\$	409,529.00	\$	409,529.00	100
7238	Water Services (All sizes & types)	125	EACH	\$987.23	\$123,404.00	125.00	125.00	\$	-	\$	123,404.00	\$	123,404.00	100
7248	Flushing & BT's for Water Main	7,060	LF	\$0.93	\$6,565.80	7,060.00	7,060.00	\$	-	\$	6,565.80	\$	6,565.80	100
7249	Locate Wire Test For Water Main	7,060	LF	\$0.54	\$3,812.40	7,060.00	7,060.00	\$	-	\$	3,812.40	\$	3,812.40	100
7250	Pressure Test for Water Main	7,060	LF	\$2.05	\$14,473.00	7,060.00	7,060.00	\$	-	\$	14,473.00	\$	14,473.00	100
7246	Punch Out for Water Main	7,060	LF	\$2.05	\$14,473.00	7,060.00	7,060.00	\$	-	\$	14,473.00	\$	14,473.00	100
WATER MAIN					\$572,257.20				\$0.00		\$572,257.20		\$572,257.20	100%
9012	Reuse Main (All sizes & types)	6,530	LF	\$35.31	\$230,572.00	6,530.00	6,530.00	\$	-	\$	230,572.00	\$	230,572.00	100
9234	Reuse Services (All sizes & types)	139	EACH	\$866.98	\$120,480.50	139.00	139.00	\$	-	\$	120,480.50	\$	120,480.50	100
9240	Flushing for Reuse Main	6,530	LF	\$0.93	\$6,072.90	6,530.00	6,530.00	\$	-	\$	6,072.90	\$	6,072.90	100
9241	Locate Wire Test For Reuse Main	6,530	LF	\$0.54	\$3,526.20	6,530.00	6,530.00	\$	-	\$	3,526.20	\$	3,526.20	100
9242	Pressure Test for Reuse Main	6,530	LF	\$2.05	\$13,386.50	6,530.00	6,530.00	\$	-	\$	13,386.50	\$	13,386.50	100
9239	Punch Out for Reuse Main	6,530	LF	\$1.85	\$12,080.50	6,530.00	6,530.00	\$	-	\$	12,080.50	\$	12,080.50	100
REUSE MAIN					\$390,318.60				\$0.00		\$390,318.60		\$390,318.60	100%
10000	FPT Allowance	1.00	LS	\$125,000.00	\$125,000.00	1.00	1.00	\$	-	\$	125,000.00	\$	125,000.00	100
ELECTRICAL					\$125,000.00				\$0.00		\$125,000.00		\$125,000.00	100%
1300L02	Irrigation Sleeves, 2"	1.00	LF	\$11.00	\$11.00	1.00	1.00	\$	-	\$	11.00	\$	11.00	100
1300L04	Irrigation Sleeves, 4"	1.00	LF	\$15.80	\$15.80	1.00	1.00	\$	-	\$	15.80	\$	15.80	100
1100L06	Irrigation Sleeves, 6"	1.00	LF	\$22.50	\$22.50	1.00	1.00	\$	-	\$	22.50	\$	22.50	100
1100L08	Irrigation Sleeves, 8"	1.00	LF	\$32.90	\$32.90	1.00	1.00	\$	-	\$	32.90	\$	32.90	100
LANDSCAPING & IRRIGATION ALLOWANCES					\$82.20				\$0.00		\$82.20		\$82.20	100%
ORIGINAL CONTRACT TOTALS					\$7,369,293.77				\$64,134.14		\$7,249,242.30		\$7,313,376.44	99.24%

01	Curbside Fill Material Credit	18 315	CY	(\$10.40)	-\$188,644.50	18,315.00	18,315.00	\$	-	\$	(188,644.50)	\$	(188,644.50)	100
CHANGE ORDER #1 - REDUCE IMPORTED FILL, 04 STOCKPILE					-\$188,644.50				\$0.00		-\$188,644.50		-\$188,644.50	100%
02	Storm ODP Ductlet 24"	1	15	(\$10,407.19)	-\$10,407.19	1.00	1.00	\$	-	\$	(10,407.19)	\$	(10,407.19)	100
02	Sewer ODP Ductlet 24"	1	15	(\$119,855.65)	-\$119,855.65	1.00	1.00	\$	-	\$	(119,855.65)	\$	(119,855.65)	100
02	Water ODP Ductlet 24"	1	15	(\$142,390.47)	-\$142,390.47	1.00	1.00	\$	-	\$	(142,390.47)	\$	(142,390.47)	100
02	Reuse ODP Ductlet 24"	1	15	(\$59,289.22)	-\$59,289.22	1.00	1.00	\$	-	\$	(59,289.22)	\$	(59,289.22)	100
CHANGE ORDER #2 - ODP MATERIALS					-\$726,742.53				\$0.00		-\$726,742.53		-\$726,742.53	100%
1500	3/4" Asphalt Pavement HD (2nd LH) - CREDIT	-2,665	SY	\$5.00	-\$13,325.00	-2,665.00	-2,665.00	\$	(13,325.00)	\$	-	\$	(13,325.00)	100
1500	1/2" Asphalt Pavement LD (2nd LH) - CREDIT	-18,020	SY	\$2.87	-\$51,722.00	-18,020.00	-18,020.00	\$	(46,549.80)	\$	-	\$	(46,549.80)	90%
2000	Sidewalk, ADD - U6 Park and Estuary Drive	7,025	SF	\$1.00	\$7,025.00	7,025.00	7,025.00	\$	3,512.50	\$	22,831.25	\$	26,343.75	75%
2000	Handicap Ramps	2	EA	\$760.00	\$1,520.00	2.00	2.00	\$	760.00	\$	760.00	\$	1,520.00	100
4000	Upsize sewer-Estuary Dr, 12" SDR26, Materials Only	630	LF	\$33.73	\$21,250.00	630.00	630.00	\$	-	\$	21,250.00	\$	21,250.00	100
5000	Install Master Pump Sta Generator, L&E Only	1	LS	\$39,220.00	\$39,220.00	0.05	0.05	\$	1,961.00	\$	37,259.00	\$	39,220.00	100
CHANGE ORDER #3 - MISC DESIGN CHANGES					\$32,068.00				-\$53,641.90		\$82,100.25		\$28,458.95	89%
11000	Irrigation Sleeves, 2"	3,086.00	LF	\$11.00	\$33,946.00	3,086.00	3,086.00	\$	-	\$	33,946.00	\$	33,946.00	100
11000	Irrigation Sleeves, 4"	1,274.00	LF	\$15.80	\$20,129.20	1,274.00	1,274.00	\$	-	\$	20,129.20	\$	20,129.20	100
11000	Irrigation Sleeves, 6"	-1.00	LF	\$22.50	-\$22.50	-1.00	-1.00	\$	-	\$	(22.50)	\$	(22.50)	100
11000	Irrigation Sleeves, 8"	40	LF	\$32.90	\$1,316.00	40.00	40.00	\$	-	\$	1,316.00	\$	1,316.00	100
CHANGE ORDER #4 - SLEEVES ALLOWANCE ADJUSTMENT					\$55,368.70				\$0.00		\$55,368.70		\$55,368.70	100%
1500	SP 5.5 Mix (Alleys, MUF)	309.00	TON	-\$61.00	-\$18,849.00	-258.43	-258.43	\$	15,764.21	\$	(15,764.21)	\$	-	0%
1500	SP 12.5 Mix (High/Neighborhood Roads, Estuary Dr)	1,172.00	TON	-\$40.00	-\$46,880.00	98.46	980.39	\$	(5,907.35)	\$	(58,811.58)	\$	(64,718.92)	92%
1500	1a+ Swamp	1	LS	(\$6,241.83)	-\$6,241.83	0.84	0.84	\$	-	\$	(5,220.31)	\$	(5,220.31)	84%
CHANGE ORDER #5 - ASPHALT ODP DEDUCT & TAX CREDIT					-\$95,410.83				\$9,856.86		-\$79,796.09		-\$69,939.23	73%
CURRENT CONTRACT TOTALS					\$6,445,932.61				\$20,349.70		\$6,391,528.13		\$6,411,877.83	99.47%

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

The undersigned lienor, upon payment from the lienee, of the sum of \$19,332.22, 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 October 31, 2022 on the job of Three Rivers CDD to the following described property:

Project: Tributary, Unit 6 Infrastructure Project
Location: Yulee, FL
Invoice#: 8417-19

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: October 27, 2022

Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043
Phone: 904-291-9330

By: 

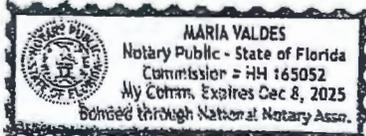
Printed Name: Tim Gaddis
Title: Project Manager

**STATE OF FLORIDA
COUNTY OF CLAY**

The foregoing instrument was acknowledged before me this 27th day of October 2022 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

6AIX

**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: **127**
- (2) Name of Payee pursuant to Acquisition Agreement:
Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$33,087.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **September 2022 – Invoice #2022-5582, November 2022 – Invoices 2022-5693, 2022-5696, 2022-5690, 2022-5689 & 2022-5691**
- (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

M. E. Schaefer # 11-8-22
Title: President

100% Neighborhood WES

***** INVOICE *****



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

Date: September 1, 2022
Invoice Number 2022-5582
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	100	\$10,670.00	\$10,670.00	\$0.00

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,500.00	0	\$5,500.00	100	\$5,500.00	\$5,500.00	\$0.00

Task 3 SJRWMD Design & Permitting **\$15,520.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	85	\$13,192.00	\$11,640.00	\$1,552.00

Task 4 Final Engineering & Design

\$29,100.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$29,100.00	0	\$29,100.00	65	\$18,915.00	\$16,005.00	\$2,910.00

Task 5a Permitting-ERP

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.00	50	\$2,425.00	\$970.00	\$1,455.00

Task 5b Permitting-Nassau County

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.000	15	\$727.500	\$485.00	\$242.50

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
\$3,880.00	0	\$3,880.00	15	\$582.00	\$0.00	\$582.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$12,500.00

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

Total Amount Due \$6,741.50

PM REVIEW: initials (wes)

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.

_____ % Neighborhood Account _____ % Master Infrastructure Account *WES*
100% operating

***** INVOICE *****



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

Date: November 1, 2022

Invoice Number 2022-5693

Services Provided 10/1/22 - 10/31/22

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: 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	3	\$150.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	0	\$0.00
Principal	\$180	3	\$540.00
TOTAL		6	\$690.00

1. Reviewed invoices against approved purchase orders
2. Issued invoice approvals and assigned to appropriate account
3. Signed payment requisitions

Amount Due \$690.00

PM REVIEW: Initials (wes)

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. 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: November 1, 2022

Invoice Number 2022-5696

Services Provided 10/1/22 – 10/31/22

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, and 6
Three Rivers DRI, Nassau County, FL
DEG Project Number 2106.005**

Task 2 Construction Phase Services NTE \$40,000

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$125	8	\$1,000.00
Principal	\$180	2	\$360.00
TOTAL		10	\$1,360.00

Subtotal \$1,360.00

1. Reviewed Pay Applications for Unit 6 and community park
2. Coordination meetings on site w/owner and Vallencourt
3. Contractor Coordination
4. Submitted Final Acceptance package to JEA
5. Preparing county and SJRWMD submittals

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

\$51,000.00

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

Total Amount Due \$2,860.00

PM REVIEW: initials (wes)

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: November 1, 2022
 Invoice Number 2022-5690
 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	100	\$16,500.00	\$16,500.00	\$0.00

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3,500.00	0	\$3,500.00	100	\$3,500.00	\$3,500.00	\$0.00

Task 3 SJRWMD Design & Permitting \$26,240.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$26,240.00	0	\$26,240.00	90	\$23,616.00	\$23,616.00	\$0.00

Task 4 Final Engineering & Design

\$49,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$49,200.00	0	\$49,200.00	75	\$36,900.00	\$36,900.00	\$0.00

Task 5a Permitting-ERP

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	80	\$6,560.00	\$6,560.00	\$0.00

Task 5b Permitting- Nassau County

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	75	\$6,150.00	\$3,280.00	\$2,870.00

Task 5c Permitting JEA & FDEP

\$6,560.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,560.00	0	\$6,560.00	70	\$4,592.00	\$2,624.00	\$1,968.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$12,000.00

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

Total Amount Due \$4,838.00

PM REVIEW: initials (_wes_)

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: November 1, 2022
 Invoice Number 2022-5689
 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	100	\$10,670.00	\$10,670.00	\$0.00

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,500.00	0	\$5,500.00	100	\$5,500.00	\$5,500.00	\$0.00

Task 3 SJRWMD Design & Permitting **\$15,520.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	90	\$13,968.00	\$13,968.00	\$0.00

Task 4 Final Engineering & Design

\$29,100.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$29,100.00	0	\$29,100.00	85	\$24,735.00	\$21,825.00	\$2,910.00

Task 5a Permitting-ERP

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.00	80	\$3,880.00	\$3,880.00	\$0.00

Task 5b Permitting- Nassau County

\$4,850.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,850.00	0	\$4,850.000	80	\$3,880.00	\$1,940.00	\$1,940.00

Task 5c Permitting JEA & FDEP

\$3,880.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$3,880.00	0	\$3,880.00	75	\$2,910.00	\$1,552.00	\$1,358.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$12,500.00

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

Task ADD 001 CLOMR

\$17,135.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$17,135.00	0	\$17,135.00	0	\$0.00	\$0.00	\$0.00

Task ADD 002 LOMR

\$13,915.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$13,915.00	0	\$13,915.00	0	\$0.00	\$0.00	\$0.00

Total Amount Due \$6,208.00

PM REVIEW: initials (wes)

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: November 1, 2022

Invoice Number 2022-5691

Net 15 days

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

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

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$10,000.00	0	\$10,000.00	80	\$8,000.00	\$8,000.00	\$0.00

Task 2 SJRWMD Design & Permitting \$15,520.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	80	\$12,416.00	\$12,416.00	\$0.00

Task 3 Final Engineering & Design \$55,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$55,000.00	0	\$55,000.00	75	\$41,250.00	\$33,000.00	\$8,250.00

Task 4a Permitting- ERP

\$6,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,000.00	0	\$6,000.00	75	\$4,500.00	\$3,000.00	\$1,500.00

Task 4b Permitting- Nassau County

\$5,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	40	\$2,000.00	\$1,000.00	\$1,000.00

Task 4c Permitting JEA & FDEP

\$5,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	40	\$2,000.00	\$1,000.00	\$1,000.00

Task 6 Coordination of Secondary Utility

\$1,500.00

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

Task 7 Construction Phase Services NTE

\$18,500.00

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

Total Amount Due \$11,750.00

PM REVIEW: initials (msb)

Select Contract Term Regarding Invoicing:

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 137**

**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: 137
- (2) Name of Payee pursuant to Acquisition Agreement:

Bio-Tech Consulting, Inc.
3025 E. South Street
Orlando, FL 32803
- (3) Amount Payable: \$ 202.50
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): Three Rivers Boardwalk - General Coordination - Invoice 168911
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Special Assessment Bonds, Series 2021B (South Assessment Area)
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

1. X 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.

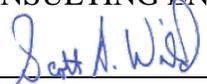
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer

Date: September 15, 2022



Bio-Tech Consulting Inc.

Environmental and Permitting Services

3025 E. South Street | Orlando, FL 32803
(407) 894-5969 | info@btc-inc.com
(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 168911
Invoice Date: 8/6/2022
Project Manager: JM
Project #: 1138-01 Thr...
Contract #: 20-817

Bill To:

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

Project Name: Three Rivers Boardwalk
(20-817)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	26-01	ACOE - Pre-App Meeting	600.00	600.00		0.0	0.00%	0.00
	26-00	ACOE - Coordination	2,000.00	2,000.00	472.50	0.0	23.63%	0.00
	20-01	SJRWMD - Pre-App Meeting	600.00	600.00	600.00	0.0	100.00%	0.00
	20-17	SJRWMD - Permit Modification	3,375.00	3,375.00	405.00	0.0	12.00%	0.00
	20-18	SJRWMD - Permit Modification RAI	3,375.00	3,375.00	135.00	0.0	4.00%	0.00
7/28/2022	65-00	General Coordination - Conference call with designers for permitting	0.00	135.00		1.5		202.50

We appreciate your business!

Current Charges	\$202.50
Payments/Credits	\$0.00
Invoice Total	\$202.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6B11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 138**

**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: 138
- (2) Name of Payee pursuant to Acquisition Agreement:
Avid Trails LLC
PO Box 527
Lambertville, NJ 08530
- (3) Amount Payable: \$ 6,600.00
- (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): **Avid Trail Design - Boggy Creek Kayak Launch Design Development Package (50% balance remaining) - Invoice Boggy Creek-02**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
2021B (SOUTH ASSESSMENT ACCOUNT)
- (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.

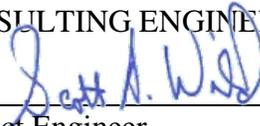
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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


District Engineer

Date: July 27, 2022

Avid Trails LLC
P.O. Box 527
Lambertville, NJ 08530
avidtrails.com



AVID TRAILS

INVOICE

BILL TO

Three Rivers CDD
Three Rivers CDD
2300 Glades Road, Suite
410W
Boca Raton, FL 33431

INVOICE # Boggy Creek-02

DATE 07/21/2022

DUE DATE 08/20/2022

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Avid Trail Design & Planning Balance Due for Boggy Creek Kayak Launch Design Development Package	1	6,600.00	6,600.00
BALANCE DUE			\$6,600.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6B IIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 139**

**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: **139**
- (2) Name of Payee pursuant to Acquisition Agreement:
ELM, Inc.
1035 Kings Avenue
Jacksonville, FL 32207
- (3) Amount Payable: **\$ 2,077.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Landscape Architect Construction Observation – Invoice 20012**
- (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.

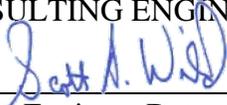
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer Date:

September 19, 2022



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 thru June 30, 2022

INVOICE NUMBER	INVOICE DATE	PAYMENT DUE DATE	OUR PROJECT NO.	BALANCE DUE
20012	Aug 31, 2022	Sep 30, 2022	19-32	\$2,077.50

Fee Summary		Previously Invoiced		Current Invoice		Remaining	
%	Stipulated	% phase Completed	Amount Billed	% complete	Value of Completed	Amount remaining	
0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Basic Services

Role	Hrs	Extension
26 Construction Observation		
Landscape Architect - Level 3	10.00	\$1,550.00
Landscape Architect Associate	3.50	\$420.00
Senior Architect	0.50	\$107.50
26 Construction Observation Total:		14.00
Basic Services Sub Total:		14.00
Invoice Total:		\$2,077.50

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>
26 Construction Observation							
7/1/2022	JEB	Landscape Architecture	Tributary punch list	3.50	\$120.00	\$420.00	\$420.00
7/1/2022	DP	Landscape Architecture	final landscape walk through	4.00	\$155.00	\$620.00	\$620.00
7/8/2022	DP	Landscape Architecture	Assembled field report 3 and distributed to project team	6.00	\$155.00	\$930.00	\$930.00
8/31/2022	JL	Architecture	Addressing Mike Taylor's comments - adding downspout and adding lock to interior door.	0.50	\$215.00	\$107.50	\$107.50
26 Construction Observation Total:				14.00		\$2,077.50	\$2,077.50
Total Basic Services:						\$2,077.50	\$2,077.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 140**

**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: **140**
- (2) Name of Payee pursuant to Acquisition Agreement:
Kutak Rock LLP
Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
- (3) Amount Payable: **\$ 722.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Professional Legal Services related to Project Construction, Invoice 3112193 123-3 (Aug 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
2021B ACQUISITION AND CONSTRUCTION
- (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;

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

September 30, 2022

Check Remit To:Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157**Wire Transfer Remit To:**ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
Reference: Invoice No. 3112193
Client Matter No. 123-3Mr. Craig Wrathell
Three Rivers CDD
Wrathell, Hunt & Associates, LLC
401W
2300 Glades Road
Boca Raton, FL 33431Invoice No. 3112193
123-3

Re: Project Construction

For Professional Legal Services Rendered

08/01/22	W. Haber	0.60	180.00	Review RFP for Edwards Road and confer with Wild regarding same
08/03/22	W. Haber	0.20	60.00	Review notices to owner
08/18/22	W. Haber	0.70	210.00	Review contract documents for Edwards Road Water Main project; confer with Wild and Kern regarding same
08/19/22	W. Haber	0.30	90.00	Review revised RFP for Edward Road; confer with Wild regarding same
08/22/22	W. Haber	0.20	60.00	Review and revise response to Notice to Owner
08/22/22	K. Jusevitch	0.50	62.50	Prepare response to notice to owner; confer with Haber
08/25/22	W. Haber	0.20	60.00	Confer with Greenstein regarding release of easement
TOTAL HOURS		2.70		

KUTAK ROCK LLP

Three Rivers CDD

September 30, 2022

Client Matter No. 123-3

Invoice No. 3112193

Page 2

TOTAL FOR SERVICES RENDERED \$722.50

TOTAL CURRENT AMOUNT DUE \$722.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 141**

**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: **141**
- (2) Name of Payee pursuant to Acquisition Agreement:

**Gold Coast Land Management, LLC
33549 Forest Drive
Deland, FL 32720**

- (3) Amount Payable: **\$ 76,802.00**
- (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): **Unit 12 Clearing and Grubbing (80% completion)
Invoice I190131226**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:

2021B South Assessment Area Account

- (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**

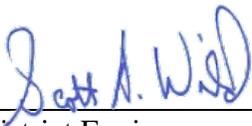
10/24/2022

DocuSigned by:
By: 
6AB6ADEEDF114B6
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


District Engineer

October 6, 2022

Gold Coast Land Management, LLC

33549 Forest Dr

Deland, FL 32720 US

3868011810

troy@gclandmanagement.com

http://www.gclandmanagement.com

Invoice**BILL TO**

Gregg Kern

Three Rivers CDD

7807 Baymeadows Road East | Ste.

205

Jacksonville, Fl 32256 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
I190131226	10/04/2022	\$76,802.00	11/03/2022	Net 30	

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Clearing & Grubbing Unit 12	80 % completion, remaining balance \$51,220.00	1	76,802.00	76,802.00

BALANCE DUE

\$76,802.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BVI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 142**

**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: **142**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 1,631.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Unit 8 CEI Services (WA#8)**
Invoice 204920 (Sept 2022)
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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**

DocuSigned by: 10/24/2022
By: Gregg Kern
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

Scott A. Wild
District Engineer

October 7, 2022



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

October 05, 2022
 Project No: 22324.00000
 Invoice No: 0204920

Project 22324.00000 Tributary Unit 8 CEI (WA#8)

Professional Services rendered through October 1, 2022

Task 01 Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount
Project Manager					
Milligan, Neal	9/3/2022		1.50	190.00	285.00
Totals			1.50		285.00
Total Labor					285.00

	Current	Prior	To-Date
Total Billings	285.00	1,700.00	1,985.00
Contract Limit			59,520.00
Remaining			57,535.00
			Total this Task
			\$285.00

Task 02 Progress Meetings

Professional Personnel

			Hours	Rate	Amount
Principal - Vice President					
Wild, Scott	9/10/2022		1.00	257.00	257.00
Wild, Scott	9/24/2022		1.00	257.00	257.00
Project Manager					
Schroeder, Alek	9/24/2022		1.25	190.00	237.50
Schroeder, Alek	10/1/2022		1.75	190.00	332.50
Totals			5.00		1,084.00
Total Labor					1,084.00

	Current	Prior	To-Date
Total Billings	1,084.00	257.00	1,341.00
Contract Limit			12,960.00
Remaining			11,619.00
			Total this Task
			\$1,084.00

Task 03 Owner Requested Plan Revisions

England-Thimby & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

Professional Personnel

		Hours	Rate	Amount	
Sr. Landscape Architect					
Clark, Ryan	9/24/2022	1.50	175.00	262.50	
Totals		1.50		262.50	
Total Labor					262.50

	Current	Prior	To-Date	
Total Billings	262.50	990.00	1,252.50	
Contract Limit			10,000.00	
Remaining			8,747.50	
Total this Task				\$262.50

Task	04	RFP Process			
			Current	Prior	To-Date
Total Billings			0.00	3,364.00	3,364.00
Contract Limit					7,500.00
Remaining					4,136.00
Total this Task					0.00

Task	05	Reimbursable Expenses			
			Current	Prior	To-Date
Total Billings			0.00	0.00	0.00
Contract Limit					1,500.00
Remaining					1,500.00
Total this Task					0.00

Invoice Total this Period **\$1,631.50**

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6B VII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 143**

**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: **143**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 514.00**
- (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): **Hydrologic and Hydraulic Analysis for Tributary Units 12 and 13 - Invoice 204934 (Sept 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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**

DocuSigned by: 10/24/2022
By: 
6AB6ADEE0E114B6
Responsible Officer

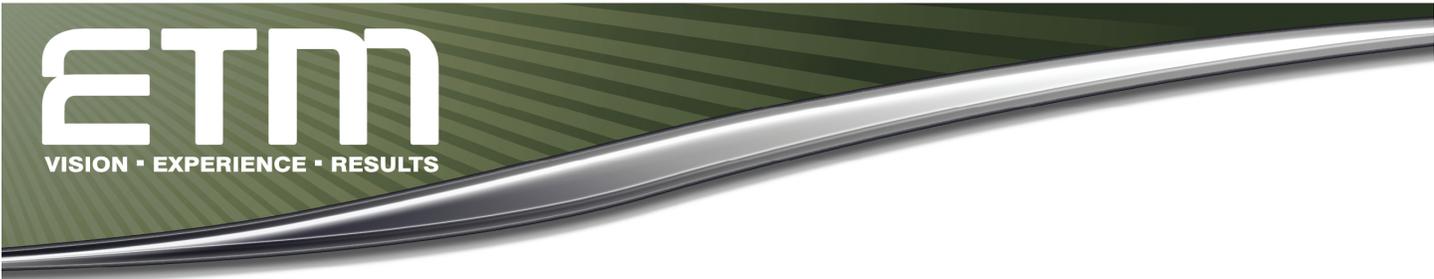
**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

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


District Engineer

October 7, 2022



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

October 06, 2022
 Project No: 22388.00000
 Invoice No: 0204934

Project 22388.00000 Hydrologic and Hydraulic Analysis for Tributary Units 12 and 13

Professional Services rendered through October 1, 2022

Task Lump Sum Services

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1 & 2 Existing Conditions Modeling	6,100.00	0.00	0.00	0.00	0.00
3. Proposed Conditions Modeling	9,500.00	0.00	0.00	0.00	0.00
4. Mapping	1,900.00	0.00	0.00	0.00	0.00
5. Memo	2,500.00	0.00	0.00	0.00	0.00
6. CLOMR	11,000.00	0.00	0.00	0.00	0.00
7. ETM Coordination	4,650.00	11.0538	514.00	0.00	514.00
Total Fee	35,650.00		514.00	0.00	514.00
Total Fee				514.00	
Total this Task				\$514.00	

Task	XP	Expenses	Total this Task
			0.00

Invoice Total this Period \$514.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6B VIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 144**

**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: **144**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 3,040.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Master Site Planning (WA#17) Invoice 204913 (Sept 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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



District Engineer

October 7, 2022



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

October 05, 2022
 Project N : G 22121.00000
 Invoice N : 0204913G

Project 22121.00000 Three River DD - (WA#17) MASTER SITE PLANNING

Professional Services rendered through October 1, 2022

Task 01 Master Site Planning

Professional Personnel

	Hours	Rate	Amount G
Principal - Vice President Wild, Scott 9/10/2022	1.00	257.00	257.00
Engineering/Landscape Designer Lira, Liria 9/24/2022	1.00	140.00	140.00
Total	.00		397.00 G
Total Labor			397.00

	Current	Pr or	To-Date
Total Billing	397.00 G	10,224.75 G	10,621.75
Contractor Li t G			25,000.00 G
Retaining G			14,378.25 G
Total this Task G			\$397.00 G

Task G 02 G Master Plan Administration

Professional Personnel G

	Hours G	Rate G	Amount
Principal - Vice President Wild, Scott 9/3/2022	1.00	257.00	257.00
Planner Dendry, Aey 9/17/2022	5.00	155.00	775.00
Dendry, Aey 9/24/2022	6.50	155.00	1,007.50
Total	2.50		2,039.50
Total Labor			2,039.50

	Current G	Pr or	To-Date G
Total Billing	,039.50	4,030.00 G	6,069.50
Contractor Li t i			15,000.00
Retaining			8,930.50
Total this Task G			\$2,039.50

Task G XP G Expense

Consultants .

WORKS VICES, INC.

540.00

Total Consultants .

540 00

540 00 .

Expenses

Mileage

64.00 .

Total Expenses.

1 0 times

64 00 .

64 00

Total this Task

\$604 00 .

Invoice Total this Period .

\$3,040 50

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
CA-00002584 LC-0000316



EARTHWORK SERVICES, INC.

Phone: (360) 533-2007 Fax: (360) 533-1618

Email: earthwork@earthworkservices.com

Web: www.earthworkservices.com

PO Box 640
1116 1st St.
Cosmopolis, WA 98537

Earthwork Services Job/Invoice#: 42636

Invoice For Job: Tributary PH1B Unit 12

Job/PO #:

Contact: Scott Wild

For: ETM, Inc.

Street: 14775 St. Augustine Rd.

City: Jacksonville

State: FL

Zip Code: 32258

Date: August 30, 2022

<i>Item</i>	<i>Quantity/Hrs</i>	<i>Rate</i>	<i>Total</i>
CPU Time	5	\$105/HR	\$525.00
Additional Work		\$105/HR	\$0.00
Permanent Data Archiving and Storage/Related Clerical Processing			\$15.00
Take-Off Total			\$540.00
Contractor Split			
Printing and Shipping Plots		\$25/EA	
3D Drive-Thru		\$35	
Pick Up/ Delivery			
Balance Due			\$540.00

Balance Due Within 10 days of Invoice Date.

Checks should be made payable to Earthwork Services Inc. and include our job #.
If you need any additional information or have any questions please call (360) 533-2007.
Thank you.

We accept credit cards via PayPal. We can email you an invoice link to pay with your credit/debit card, or through your PayPal account.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BIX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 145**

**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: **145**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 1,376.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tax Exempt Purchase Administration-Units 8 and 10 (WA#14) Invoice 204937 (Sept 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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.

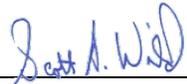
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
By:  10/24/2022
0AB0AEEEDF11480
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


District Engineer

September 1, 2022



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

October 06, 2022
 Project No: 22418.00000
 Invoice No: 0204937

Project 22418.00000 Three Rivers CDD-Tax Exempt Purchase Administration-Units 8 and 10
 (WA#14)

Professional Services rendered through October 1, 2022

Task 01 CDD Tax Exempt Purchase Administration

Professional Personnel

		Hours	Rate	Amount
Principal - Vice President				
Wild, Scott	9/17/2022	2.00	257.00	514.00
CEI Project Manager				
Donchez, James	9/17/2022	.50	175.00	87.50
CEI Sr. Inspector				
Ellins, Jason	9/17/2022	2.00	155.00	310.00
Ellins, Jason	9/24/2022	2.00	155.00	310.00
Ellins, Jason	10/1/2022	1.00	155.00	155.00
Totals		7.50		1,376.50
Total Labor				1,376.50
		Current	Prior	To-Date
Total Billings		1,376.50	0.00	1,376.50
Contract Limit				25,000.00
Remaining				23,623.50
			Total this Task	\$1,376.50

Task	XP	Reimbursable Expenses		
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Contract Limit				500.00
Remaining				500.00
			Total this Task	0.00

Invoice Total this Period \$1,376.50

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 146**

**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: **146**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 4,281.25**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Unit 6-Landscape Architectural Services (WA#13) Invoice 204939 (Sept 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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;

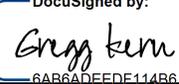
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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**

DocuSigned by:

By: 6AB6ADEE0E114B6 10/24/2022
Responsible Officer

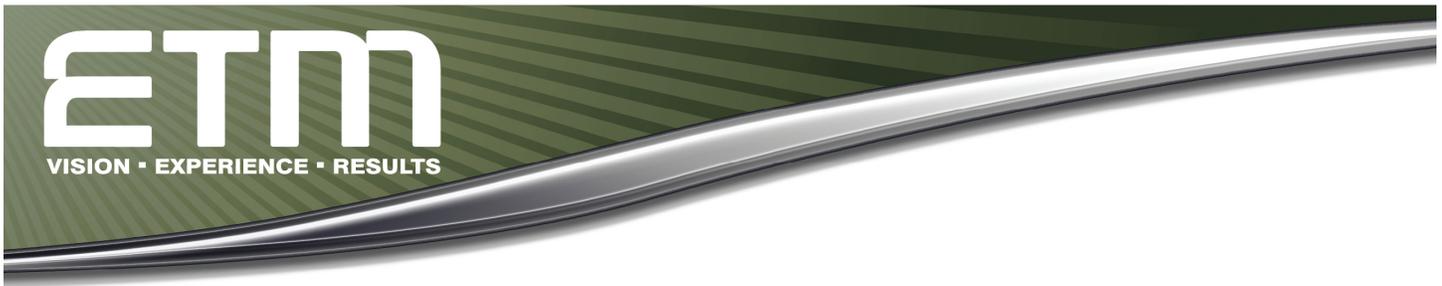
**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

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


District Engineer

October 7, 2022



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

October 06, 2022
 Project No: 22421.00000
 Invoice No: 0204939

Project 22421.00000 Tributary Unit 6-Landscape Architectural Services (WA#13)

Professional Services rendered through October 1, 2022

Task A. Landscape Architectural Services

Total Fee 7,500.00

Percent Complete

57.0833

Total Earned

4,281.25

Previous Fee Billing

0.00

Current Fee Billing

4,281.25

Total Fee

4,281.25

Total this Task

\$4,281.25

Task XP Expenses

Total this Task

0.00

Invoice Total this Period

\$4,281.25

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 147**

**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: 147
- (2) Name of Payee pursuant to Acquisition Agreement:

Title Account: Auld & White Constructors, LLC
Bank: Branch Banking & Trust now Trust
Address: 200 W Forsyth St, Suite 500
Jacksonville, FL 32202

Account: 1100014497135
ABA: 263191387
- (3) Amount Payable: \$ 20,581.71
- (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): **Contractor Application for Payment No. 1709-25 Tributary Amenity Center and Entry Feature (September 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B (South Assessment Area)**
- (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;

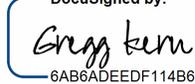
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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.

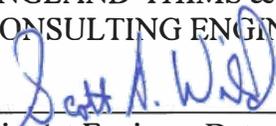
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By: 6AB6ADEEDF114B6... 10/24/2022
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


District Engineer Date:

October 7, 2022

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Three Rivers CDD, C/O Wrathell, Hunt and Associ; Project: 1709- Tributary Amenity Center and Entry
 2300 Glades Road, Suite 410W Feature
 Boca Raton, FL 33431 Owner Proj. No:

Application No.: 1709-25

Distribution to:
 Owner
 Architect
 Contractor

Period To: 9/30/2022

From Contractor: AULD & WHITE CONSTRUCTORS, LLC Via Architect: ELM
 4168 Southpoint Parkway, Suite 101
 Jacksonville, FL 32216

Project Nos: 19-32.1

Contract For: Entry Feature & Amenity Center

Contract Date: 10/26/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

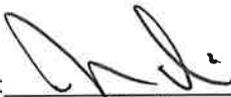
Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

1. Original Contract Sum	\$8,832,200.00
2. Net Change By Change Order	\$281,883.00
3. Contract Sum To Date	\$9,114,083.00
4. Total Completed and Stored To Date	\$8,961,075.65
5. Retainage:	
a. 0.61% of Completed Work	\$54,860.68
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$54,860.68
6. Total Earned Less Retainage	\$8,906,214.97
7. Less Previous Certificates For Payments	\$8,885,633.26
8. Current Payment Due	\$20,581.71
9. Balance To Finish, Plus Retainage	\$207,868.03

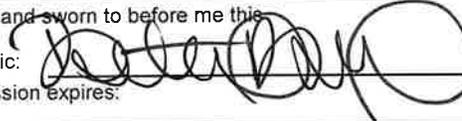
CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$405,069.00	\$123,186.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$405,069.00	\$123,186.00
Net Changes By Change Order	\$281,883.00	

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

CONTRACTOR: AULD & WHITE CONSTRUCTORS

By:  Date: 10-4-22
 James Durkin

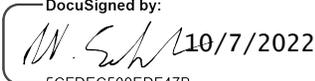
State of: Florida County of: Duval
 Subscribed and sworn to before me this day of

Notary Public: 
 My Commission expires:

BRITTNEY BUSHEY
 NOTARY PUBLIC
 STATE OF FLORIDA
 NO. HH 232356
 MY COMMISSION EXPIRES FEB. 26, 2026

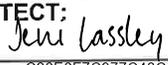
ARCHITECT'S CERTIFICATE FOR PAYMENT

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

DocuSigned by:
 10/7/2022
 5CFDEC500EDF47B...

AMOUNT CERTIFIED \$ 20,581.71

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

DocuSigned by:
ARCHITECT:  Date: 10/6/2022
 By: C26E6F7C977C48C...

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.

DS
 10/7/2022

CONTINUATION SHEET

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

Application No. : 25
Application Date : 10/04/22
To: 09/30/22
Architect's Project No.: 19-32.1

Invoice #: 14121

Contract : 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
900	CONSTRUCTION MANAGER'S FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
10.00	FIXED GENERAL CONDITIONS	477,045.00	55,678.00	532,723.00	532,723.00	0.00	0.00	532,723.00	100.00%	0.00	16,135.10
10.02	SITE WORK	10,000.00	0.00	10,000.00	4,147.76	0.00	0.00	4,147.76	41.48%	5,852.24	0.00
10.03	SITE WORK	602,424.00	94,072.31	696,496.31	697,348.81	0.00	0.00	697,348.81	100.12%	-852.50	0.00
20.00	GENERAL REQUIREMENTS	292,631.00	1,686.00	294,317.00	465,204.41	2,916.68	0.00	468,121.09	159.05%	-173,804.09	291.67
20.02	BOARDWALK	221,100.00	19,850.00	240,950.00	218,750.00	0.00	0.00	218,750.00	90.79%	22,200.00	0.00
20.03	FENCING & GATES	52,107.00	7,035.00	59,142.00	53,420.17	0.00	0.00	53,420.17	90.33%	5,721.83	0.00
30.00	BUILDERS RISK & GEN. LIABILITY INSURANCE	157,950.00	9,021.00	166,971.00	139,892.00	2,014.00	0.00	141,906.00	84.99%	25,065.00	201.40
30.02	BOARDWALK ADDITIONAL LENGTH - ALLOWANCE	24,000.00	(10,093.00)	13,907.00	13,907.00	0.00	0.00	13,907.00	100.00%	0.00	0.00
30.03	BOARDWALK	83,500.00	26,031.00	109,531.00	108,531.00	0.00	0.00	108,531.00	99.09%	1,000.00	0.00
40.00	PERFORMANCE & PAYMENT BOND	62,800.00	5,110.00	67,910.00	51,080.00	10,493.00	0.00	61,573.00	90.67%	6,337.00	1,049.30
40.02	LANDSCAPING & IRRIGATION	722,200.00	(71,371.00)	650,829.00	656,002.00	0.00	0.00	656,002.00	100.79%	-5,173.00	0.00
40.03	PAVERS	114,250.00	0.00	114,250.00	104,921.00	0.00	0.00	104,921.00	91.83%	9,329.00	0.00
50.00	BUILDING PERMIT FEES	36,200.00	1,004.00	37,204.00	26,301.37	0.00	0.00	26,301.37	70.70%	10,902.63	0.00
50.02	BOARDWALK SEALING	9,000.00	0.00	9,000.00	8,250.00	0.00	0.00	8,250.00	91.67%	750.00	0.00
50.03	LANDSCAPE & IRRIGATION	254,167.00	37,209.00	291,376.00	309,343.00	0.00	0.00	309,343.00	106.17%	-17,967.00	0.00
60.01	SITE WORK	15,000.00	0.00	15,000.00	12,775.89	0.00	0.00	12,775.89	85.17%	2,224.11	0.00
60.03	CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL	270,321.00	57,270.93	327,591.93	317,811.01	0.00	0.00	317,811.01	97.01%	9,780.92	0.00
70.01	PAVERS	5,300.00	0.00	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00%	0.00	0.00
70.03	CIVIL PERMIT COMMENTS - ALLOWANCE	10,000.00	(1,000.00)	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
80.01	CONCRETE	28,800.00	0.00	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00%	0.00	0.00
80.03	ADDITIONAL YARD DRAINS - ALLOWANCE	5,000.00	35,002.00	40,002.00	40,002.00	0.00	0.00	40,002.00	100.00%	0.00	0.00
90.01	MASONRY	45,000.00	0.00	45,000.00	45,460.00	0.00	0.00	45,460.00	101.02%	-460.00	0.00
90.03	BUS STOP - ALLOWANCE	9,700.00	545.84	10,245.84	10,245.84	0.00	0.00	10,245.84	100.00%	0.00	0.00
00.01	TABBYSTONE STUCCO - ALLOWANCE	35,800.00	(15,200.00)	20,600.00	20,600.00	0.00	0.00	20,600.00	100.00%	0.00	0.00
00.03	MASONRY	122,542.00	0.00	122,542.00	115,330.08	5,070.59	0.00	120,400.67	98.25%	2,141.33	507.06
10.01	SIGNAGE	11,900.00	0.00	11,900.00	11,114.00	0.00	0.00	11,114.00	93.39%	786.00	0.00
10.03	STRUCTURAL STEEL & MISC. METAL	51,057.00	1,900.00	52,957.00	46,800.00	0.00	0.00	46,800.00	88.37%	6,157.00	0.00
20.01	SWING ARBORS	14,400.00	0.00	14,400.00	14,927.11	0.00	0.00	14,927.11	103.66%	-527.11	0.00
20.03	ROUGH & FINISH CARPENTRY	860,206.00	5,213.00	865,419.00	850,148.93	0.00	0.00	850,148.93	98.24%	15,270.07	0.00
30.01	FOUNTAIN POT FEATURE - ALLOWANCE	2,500.00	(1,710.31)	789.69	789.69	0.00	0.00	789.69	100.00%	0.00	0.00
30.03	MILLWORK	227,987.00	(26,027.00)	201,960.00	188,883.00	0.00	0.00	188,883.00	93.52%	13,077.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.

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

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

Application No. : 25

Application Date : 10/04/22

To: 09/30/22

Architect's Project No.: 19-32.1

Invoice #: 14121

Contract : 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
40.01	PLUMBING - ALLOWANCE	3,000.00	(3,000.00)	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
40.03	INT. WOOD BEAM BRACKETS - ALLOWANCE	10,000.00	1,698.00	11,698.00	11,698.00	0.00	0.00	100.00%	0.00	0.00	
50.01	ELECTRICAL	107,900.00	0.00	107,900.00	105,898.00	0.00	0.00	98.14%	2,002.00	0.00	
50.03	ROOFING	143,541.00	0.00	143,541.00	148,903.78	0.00	0.00	103.74%	-5,362.78	0.00	
60.03	SEALANTS / CAULKING / WATERPROOFING	41,700.00	0.00	41,700.00	34,736.52	0.00	0.00	83.30%	6,963.48	0.00	
70.03	DOORS & HARDWARE	84,259.00	1,184.00	85,443.00	61,057.20	0.00	0.00	71.46%	24,385.80	0.00	
80.03	STOREFRONT & WINDOWS	237,589.00	0.00	237,589.00	231,916.00	-2,891.00	0.00	96.40%	8,564.00	-289.10	
90.03	DRYWALL & ACOUSTICAL CEILINGS	57,300.00	0.00	57,300.00	60,060.00	0.00	0.00	104.82%	-2,760.00	0.00	
00.03	STUCCO SYSTEM	40,600.00	0.00	40,600.00	35,166.18	0.00	0.00	86.62%	5,433.82	0.00	
10.03	FLOORING	96,600.00	(10,596.00)	86,004.00	85,842.27	0.00	0.00	99.81%	161.73	0.00	
20.03	FLOOR MOISTURE MITIGATION - ALLOWANCE	21,000.00	(21,000.00)	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
30.03	PAINTING	83,500.00	5,700.00	89,200.00	95,035.00	0.00	0.00	106.54%	-5,835.00	0.00	
40.03	WALLCOVERING - ALLOWANCE	6,500.00	0.00	6,500.00	6,500.00	0.00	0.00	100.00%	0.00	0.00	
50.03	BUILDING SPECIALTIES	106,651.00	0.00	106,651.00	112,381.35	883.00	0.00	106.20%	-6,613.35	88.30	
60.03	AMENITY SIGNAGE - ALLOWANCE	5,000.00	(5,000.00)	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
70.03	EQUIPMENT	20,568.00	(3,701.00)	16,867.00	19,516.68	0.00	0.00	115.71%	-2,649.68	0.00	
80.03	WINDOW TREATMENTS	8,385.00	0.00	8,385.00	8,385.00	0.00	0.00	100.00%	0.00	0.00	
90.03	POOL - ALLOWANCE	835,000.00	149,263.10	984,263.10	984,263.10	0.00	0.00	100.00%	0.00	0.00	
00.03	PLAYGROUND	128,942.00	0.00	128,942.00	134,864.00	0.00	0.00	104.59%	-5,922.00	0.00	
10.03	SPORTS COURTS & EQUIPMENT	66,062.00	0.00	66,062.00	66,062.00	0.00	0.00	100.00%	0.00	0.00	
20.03	ENTRY PAVILION - ALLOWANCE	100,000.00	(44,660.00)	55,340.00	55,340.00	0.00	0.00	100.00%	0.00	0.00	
30.03	BLDG & POOL FURNITURE - ALLOWANCE	275,000.00	0.00	275,000.00	236,768.24	0.01	0.00	86.10%	38,231.75	0.00	
40.03	PLUMBING	116,212.00	0.00	116,212.00	113,730.00	0.00	0.00	97.86%	2,482.00	0.00	
50.03	HVAC / MECHANICAL	143,750.00	11,200.00	154,950.00	156,566.00	0.00	0.00	101.04%	-1,616.00	0.00	
60.03	ELECTRICAL	443,809.00	28,010.00	471,819.00	453,559.00	0.00	0.00	96.13%	18,260.00	0.00	
70.03	PARKING LOT LIGHT CONDUIT - ALLOWANCE	9,000.00	(2,200.00)	6,800.00	6,800.00	0.00	0.00	100.00%	0.00	0.00	
80.03	ELEC. FOR FUTURE SCREENS - ALLOWANCE	5,000.00	(530.00)	4,470.00	4,470.00	0.00	0.00	100.00%	0.00	0.00	
90.03	ELECTRICAL FOR POOL - ALLOWANCE	10,000.00	(2,870.00)	7,130.00	7,130.00	0.00	0.00	100.00%	0.00	0.00	
00.03	LOW VOLTAGE SYSTEMS - ALLOWANCE	100,000.00	74,262.76	174,262.76	165,334.80	3,450.00	0.00	96.86%	5,477.96	345.00	
10.03	DOG PARK - SITE	3,000.00	0.00	3,000.00	2,184.00	0.00	0.00	72.80%	816.00	0.00	
20.03	DOG PARK - CONCRETE	8,800.00	0.00	8,800.00	8,800.00	0.00	0.00	100.00%	0.00	0.00	
30.03	DOG PARK - FENCING	45,645.00	0.00	45,645.00	46,332.04	0.00	0.00	101.51%	-687.04	0.00	

CONTINUATION SHEET

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

Application No. : 25
Application Date : 10/04/22
To: 09/30/22
Architect's Project No.: 19-32.1

Invoice # : 14121 **Contract :** 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
40.03	DOG PARK - BENCHES - ALLOWANCE	10,000.00	(7,015.99)	2,984.01	2,984.01	0.00	0.00	2,984.01	100.00%	0.00	0.00
50.03	DOG PARK - SIGNAGE - ALLOWANCE	1,500.00	2,227.50	3,727.50	3,727.50	0.00	0.00	3,727.50	100.00%	0.00	0.00
60.03	DOG PARK - PLUMBING - ALLOWANCE	5,000.00	(5,000.00)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
00.00	CONTINGENCY	228,000.00	(139,813.14)	88,186.86	0.00	0.00	0.00	0.00	0.00%	88,186.86	0.00
00.00	CONSTRUCTION MANAGER'S FEE	388,500.00	22,497.00	410,997.00	364,387.34	932.29	0.00	365,319.63	88.89%	45,677.37	36,531.95
Grand Totals		8,832,200.00	281,883.00	9,114,083.00	8,938,207.08	22,868.57	0.00	8,961,075.65	98.32%	153,007.35	54,860.68

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

The undersigned lienor, in consideration of the progress payment in the amount of \$20,581.71 and conditioned upon payment issued to the undersigned by Three Rivers Community Development District in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Three Rivers Community Development District on the job of Tributary Entry Feature & Amenity Center to the following described property:

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

AWC Project No. 1709

Dated on October 4, 2022

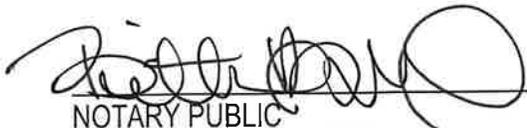
Lienor's Name: Auld & White Constructors, LLC
Address: 4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

By: _____

Printed Name: James T. Durkin, Project Manager

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 4th DAY OF OCTOBER 2022 BY JAMES T. DURKIN WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.



NOTARY PUBLIC

BRITTNEY BUSHEY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 232356
MY COMMISSION EXPIRES FEB. 26, 2026

COMMISSION NO.

BRITTNEY BUSHEY

NOTARY NAME TYPED OR PRINTED

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 148**

**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: 148
- (2) Name of Payee pursuant to Acquisition Agreement:

ECS Florida LLC
14026 Thunderbolt Place, Suite 600
Chantilly, VA 20151
- (3) Amount Payable: \$ 9,200.00
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Units 12 & 13 Ponds and VNB Areas - Invoice 1010824 (Sept 2022)**
- (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**

DocuSigned by: 10/24/2022
By:  _____
6AB6ADEEDEF114B6
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

 _____
District Engineer

Date: October 10, 2022



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

Invoice Date

10/6/2022

Invoice Number

1010824

Always Refer To
Above Number

PROJECT NAME: Tributary Units 12 and 13 Ponds and VNB
 Areas
 Nassau County, FL

TO: Gregg Kern
 Three Rivers CDD
 475 West Town Place
 Suite 114
 St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:159402	35:33453	10/1/2022	DUE UPON RECEIPT

**Please Pay
This Amount:**

\$9,200.00

Description	Quantity	Units	Unit Price	Extension	Total
Partial Invoice for Geotechnical Services					\$9,200.00
				Subtotal:	\$9,200.00
Invoice Total - Please Remit =>					\$9,200.00

If you have any questions regarding this invoice,
 please contact **Jared Pitts** at 904.880.0960

*** BUDGET SUMMARY ***

Budget Estimate:	\$18,600.00
Previously Invoiced:	\$0.00
Amt. This Invoice:	\$9,200.00
Amt. Remaining:	\$9,400.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 149**

**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: **149**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 5,990.00**
- (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): **State Mandated Storm Water Need Analysis (20 years) (WA#4) Invoice 203538 (June 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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;

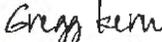
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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**

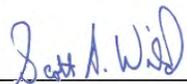
DocuSigned by:

By: 6AB6ADEEDF114B6...
Responsible Officer

10/24/2022

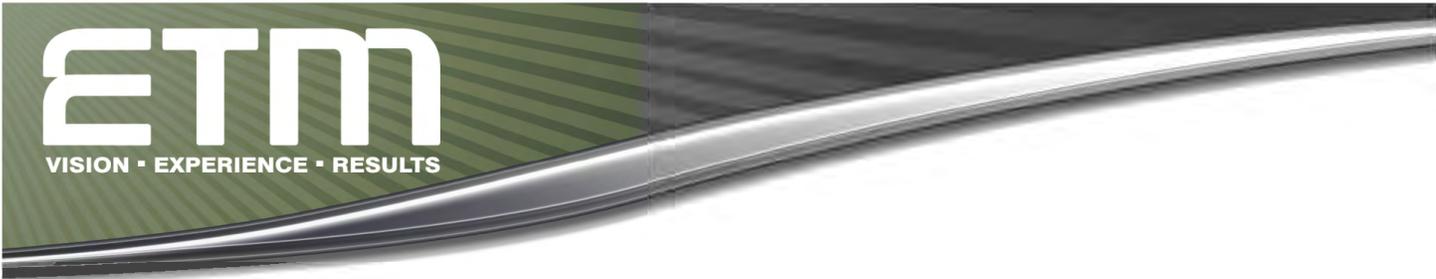
**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
REQUESTS ONLY**

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


District Engineer

October 17, 2022



Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 210W
 Boca Raton, FL 33431

July 07, 2022
 Project No: 22059.00000
 Invoice No: 0203538

Project 22059.00000 Three Rivers CDD-State Mandated Storm Water Need Analysis (20 years)

Professional Services rendered through July 2, 2022

Task 01 Storm Water Need Analysis

Professional Personnel

			Hours	Rate	Amount
Project Manager					
Milligan, Neal	6/18/2022		1.50	190.00	285.00
Milligan, Neal	6/25/2022		3.50	190.00	665.00
Engineering/Landscape Designer					
Shumilov, Marat	6/11/2022		31.50	140.00	4,410.00
Shumilov, Marat	6/18/2022		1.50	140.00	210.00
Shumilov, Marat	6/25/2022		3.00	140.00	420.00
Totals			41.00		5,990.00
Total Labor					5,990.00

	Current	Prior	To-Date
Total Billings	5,990.00	0.00	5,990.00
Contract Limit			10,000.00
Remaining			4,010.00
Total this Task			\$5,990.00

Task	XP	Expenses	Total this Task
			0.00

Invoice Total this Period \$5,990.00

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 140**

**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: **150**
- (2) Name of Payee pursuant to Acquisition Agreement:
Kutak Rock LLP
Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470
- (3) Amount Payable: **\$ 720.00**
- (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): **Professional Legal Services related to Project Construction, Invoice 3126881 123-3 (Sept 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
2021B ACQUISITION AND CONSTRUCTION
- (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.

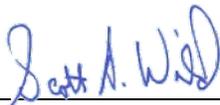
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer

October 31, 2022

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 31, 2022

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3126881

Client Matter No. 123-3

Mr. Craig Wrathell
Three Rivers CDD
Wrathell, Hunt & Associates, LLC
401W
2300 Glades Road
Boca Raton, FL 33431

Invoice No. 3126881
123-3

Re: Project Construction

For Professional Legal Services Rendered

09/26/22	W. Haber	0.30	90.00	Review correspondence regarding agreements for Units 8 and 10; confer with Wild regarding same
09/27/22	W. Haber	0.60	180.00	Confer with Wild regarding agreements for Units 8 and 10; begin preparation of agreements for same
09/28/22	W. Haber	1.50	450.00	Review and revise agreements for Units 8 and 10; confer with Wild regarding same
TOTAL HOURS		2.40		

KUTAK ROCK LLP

Three Rivers CDD

October 31, 2022

Client Matter No. 123-3

Invoice No. 3126881

Page 2

TOTAL FOR SERVICES RENDERED \$720.00

TOTAL CURRENT AMOUNT DUE \$720.00

UNPAID INVOICES:

September 30, 2022 Invoice No. 3112193 722.50

TOTAL DUE \$1,442.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 151**

**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: 151
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
449 Center Street
Green Cove Springs, FL 32043
- (3) Amount Payable: \$319,241.06
- (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): **Three Rivers Units 1, 2, 4 & County Park Construction – Application No. 29 RET (September 2022) (County Park Portion Only)**
- (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.

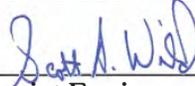
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer

Date: October 31, 2022

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Submitted to DEG
on 10/28/22

Date: 10/04/22

Period To: 10/4/2022

Invoice #: 8421-29 & 8422-29

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

VCC Project #: 2019-37,
2019-60

Application #: 29 RET REV1
REV 1

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.....	\$	(633,831.45)
REVISED CONTRACT AMOUNT.....	\$	18,744,051.32
PERCENTAGE COMPLETE..... 100.00%		
WORK COMPLETE TO DATE.....	\$	18,744,051.32
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	18,744,051.32
LESS RETAINAGE.....	\$	-
TOTAL EARNED LESS RETAINAGE.....	\$	18,744,051.32
LESS PREVIOUS BILLINGS.....	\$	18,424,810.26
CURRENT DUE.....	\$	319,241.06

Account Summary:	Sales This Period	Sales To Date
Gross:		18,744,051.32
Retainage:		
Net:		18,744,051.32



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: 8421-29 RET REV1 & 8422-29 RET REV1
 Distribution to: PERIOD TO: 09/30/22 [X] OWNER
 [X] 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			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
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)
013	10/15/2021	\$ 76,667.96	
014	9/26/2022	\$ 140,007.04	
TOTALS		\$ 5,841,925.52	\$ (6,475,756.97)
Net change by Change Orders			\$ (633,831.45)

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.....	\$ (633,831.45)
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 18,744,051.32
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 18,744,051.32
(Column G on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work	\$ -
(Column D + E on G703)	
b. ___ % of Stored Materials	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b)	
Total in Column 1 of G703.....	\$ -
6. TOTAL EARNED LESS RETAINAGE.....	\$ 18,744,051.32
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 18,424,810.26
8. CURRENT PAYMENT DUE.....	\$ 319,241.06
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 0.00
(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.

MARIA VALDES
 Notary Public, State of Florida
 My Commission Expires Dec 8, 2025
 My Commission Expires 12/8/25

County of: CLAY
 4TH day of October, 2022

CONTRACTOR: Tim Gaddis, Project Manager
By: [Signature] Date: 10/4/2022

Release of Retainage (us)

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.....\$ 319,241.06

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

ENGINEER:
By: [Signature] Date: 10/31/22

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: 8421-29 & 8422-29

APPLICATION DATE: 10/04/22

PERIOD TO: 09/30/22

VOC PROJECT #: 2019-37, 2019-60

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

Use Column I on Contract where available to estimate for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN ORDER)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
(Units 1, 2, Original 4)									
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 - (M) 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%	\$ -	\$ -
(Unit 1, 2, Original 4) - Sub-Total		\$ 14,017,200.85	\$ 14,017,200.85	\$ -		\$ 14,017,200.85	100.00%	\$ -	\$ -

Three Rivers CDD

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

APPLICATION NUMBER: 8421-29 & 8422-29

APPLICATION DATE: 10/04/22

PERIOD TO: 09/30/22

VCC PROJECT #: 2019-37, 2019-60

AIA Document CDD-2, APPLICATION AND CERTIFICATE FOR PAYMENT, controlling

Contractor's signed Certification is attached.

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

Use Column I on Certificates where available retroactive for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (COST D. D OR F)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (C/G)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)	TRUE PERIOD					
(Unit 3 - Change Order #1)									
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%	\$ -	\$ -
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 Cost 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	\$ 39,507.38	\$ -		\$ 39,507.38	100.00%	\$ -	\$ -
2.	Payment & Performance Bond	\$ 21,180.00	\$ 21,180.00	\$ -		\$ 21,180.00	100.00%	\$ -	\$ -
3.	NPDES	\$ 30,683.97	\$ 30,683.97	\$ -		\$ 30,683.97	100.00%	\$ -	\$ -
4.	Survey & As-Builts	\$ 60,934.00	\$ 60,934.00	\$ -		\$ 60,934.00	100.00%	\$ -	\$ -
5.	Erosion Control	\$ 22,257.99	\$ 22,257.99	\$ -		\$ 22,257.99	100.00%	\$ -	\$ -
6.	Demolition	\$ 9,293.31	\$ 9,293.31	\$ -		\$ 9,293.31	100.00%	\$ -	\$ -
7.	Clearing	\$ 207,816.40	\$ 207,816.40	\$ -		\$ 207,816.40	100.00%	\$ -	\$ -
8.	Pond Excavation	\$ 601,559.77	\$ 601,559.77	\$ -		\$ 601,559.77	100.00%	\$ -	\$ -
9.	Earthwork	\$ 461,669.69	\$ 461,669.69	\$ -		\$ 461,669.69	100.00%	\$ -	\$ -
10.	Grassing	\$ 84,416.40	\$ 84,416.40	\$ -		\$ 84,416.40	100.00%	\$ -	\$ -
11.	Roadway - Stabilization	\$ 109,355.52	\$ 109,355.52	\$ -		\$ 109,355.52	100.00%	\$ -	\$ -
12.	Roadway - Base	\$ 161,157.59	\$ 161,157.59	\$ -		\$ 161,157.59	100.00%	\$ -	\$ -

Three Rivers CDD

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

APPLICATION NUMBER: 8421-29 & 8422-29

APPLICATION DATE: 10/04/22

PERIOD TO: 09/30/22

VOC PROJECT #: 2019-37, 2019-60

AIA Document G702, 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 re: amount for line items may apply.

ITEM NO.	DESCRIPTION OF WORK	JOB ORDER VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (B+E+F)	% (F/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D-I)	THIS PERIOD					
13.	Roadway - Asphalt	\$ 120,529.74	\$ 120,529.74	\$ -		\$ 120,529.74	100.00%	\$ -	\$ -
14.	Striping & Signage	\$ 26,120.00	\$ 26,120.00	\$ -		\$ 26,120.00	100.00%	\$ -	\$ -
15.	Curb & Sidewalk	\$ 136,397.35	\$ 136,397.35	\$ -		\$ 136,397.35	100.00%	\$ -	\$ -
16.	Retaining Wall	\$ 70,470.00	\$ 70,470.00	\$ -		\$ 70,470.00	100.00%	\$ -	\$ -
17.	Storm Drainage	\$ 478,070.59	\$ 478,070.59	\$ -		\$ 478,070.59	100.00%	\$ -	\$ -
18.	Sanitary Sewer	\$ 465,745.92	\$ 465,745.92	\$ -		\$ 465,745.92	100.00%	\$ -	\$ -
19.	Water Main	\$ 326,669.05	\$ 326,669.05	\$ -		\$ 326,669.05	100.00%	\$ -	\$ -
20.	Reuse Main	\$ 246,888.72	\$ 246,888.72	\$ -		\$ 246,888.72	100.00%	\$ -	\$ -
21.	Electrical Allowance	\$ 59,800.00	\$ 59,800.00	\$ -		\$ 59,800.00	100.00%	\$ -	\$ -
22.	Change Order #013 - Misc Clumpes	\$ 76,667.95	\$ 76,667.95	\$ -		\$ 76,667.95	100.00%	\$ -	\$ -
	(Unit 4 Re-Design, Change Order #08) - Sub-Total	\$ 3,817,191.34	\$ 3,817,191.34	\$ -		\$ 3,817,191.34	100.00%	\$ -	\$ -
	(County Park)								
1.	General Conditions	\$ 19,914.34	\$ 19,914.34	\$ -		\$ 19,914.34	100.00%	\$ -	\$ -
2.	Payment & Performance Bond	\$ 11,417.10	\$ 11,417.10	\$ -		\$ 11,417.10	100.00%	\$ -	\$ -
3.	NPDES	\$ 35,944.91	\$ 35,944.91	\$ -		\$ 35,944.91	100.00%	\$ -	\$ -
4.	Survey & As-Builts	\$ 25,299.30	\$ 25,299.30	\$ -		\$ 25,299.30	100.00%	\$ -	\$ -
5.	Erosion Control	\$ 14,801.85	\$ 14,801.85	\$ -		\$ 14,801.85	100.00%	\$ -	\$ -
6.	MOT	\$ 3,789.58	\$ 3,789.58	\$ -		\$ 3,789.58	100.00%	\$ -	\$ -
7.	Demolition	\$ 9,636.80	\$ 9,636.80	\$ -		\$ 9,636.80	100.00%	\$ -	\$ -
8.	Clearing	\$ 113,356.80	\$ 113,356.80	\$ -		\$ 113,356.80	100.00%	\$ -	\$ -
9.	Pond Excavation	\$ 117,404.32	\$ 117,404.32	\$ -		\$ 117,404.32	100.00%	\$ -	\$ -
10.	Earthwork	\$ 332,677.62	\$ 332,677.62	\$ -		\$ 332,677.62	100.00%	\$ -	\$ -
11.	Grassing	\$ 28,303.72	\$ 28,303.72	\$ -		\$ 28,303.72	100.00%	\$ -	\$ -
12.	Roadway - Stabilization	\$ 69,382.60	\$ 69,382.60	\$ -		\$ 69,382.60	100.00%	\$ -	\$ -
13.	Roadway - Base	\$ 76,405.00	\$ 76,405.00	\$ -		\$ 76,405.00	100.00%	\$ -	\$ -
14.	Roadway - Asphalt	\$ 65,155.00	\$ 65,155.00	\$ -		\$ 65,155.00	100.00%	\$ -	\$ -
15.	Striping & Signage	\$ 6,123.70	\$ 6,123.70	\$ -		\$ 6,123.70	100.00%	\$ -	\$ -
16.	Curb & Sidewalk	\$ 164,922.35	\$ 164,922.35	\$ -		\$ 164,922.35	100.00%	\$ -	\$ -
17.	Storm Drainage	\$ 236,275.37	\$ 236,275.37	\$ -		\$ 236,275.37	100.00%	\$ -	\$ -
18.	Lift Station	\$ 74,275.18	\$ 74,275.18	\$ -		\$ 74,275.18	100.00%	\$ -	\$ -
19.	Force Main	\$ 75,563.91	\$ 75,563.91	\$ -		\$ 75,563.91	100.00%	\$ -	\$ -

Three Rivers CDD

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

APPLICATION NUMBER: B121-29 & B122-29

APPLICATION DATE: 10/04/22

PERIOD TO: 09/30/22

VC PROJECT #: 2019-37, 2019-60

AAA 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 Contract where available to indicate for line items may apply.

A TYPE NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STOCKED (NOT IN D.R.R.)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-4)	THIS PERIOD					
20.	Water Main	\$ 157,884.24	\$ 157,884.24	\$ -		\$ 157,884.24	100.00%	\$ -	\$ -
21.	Reuse Main	\$ 51,905.75	\$ 51,905.75	\$ -		\$ 51,905.75	100.00%	\$ -	\$ -
22.	Change Order #4 - Bal to Const Changes, Park	\$ 8,862.73	\$ 8,862.73	\$ -		\$ 8,862.73	100.00%	\$ -	\$ -
	(County Park) - Sub-Total	\$ 1,699,302.17	\$ 1,699,302.17	\$ -		\$ 1,699,302.17	100.00%	\$ -	\$ -
	(Allowances)								
1.	Roadway Underdrain (Units 1-4)	\$ 48,826.60	\$ 48,826.60	\$ -		\$ 48,826.60	100.00%	\$ -	\$ -
2.	Sleeves Allowance (Units 1-4)	\$ 18,840.00	\$ 18,840.00	\$ -		\$ 18,840.00	100.00%	\$ -	\$ -
3.	Unsuitables Allowance (Units 1-4)	\$ 500,000.01	\$ 500,000.01	\$ -		\$ 500,000.01	100.00%	\$ -	\$ -
4.	Electrical Allowance (Units 1-4)	\$ 300,000.00	\$ 300,000.00	\$ -		\$ 300,000.00	100.00%	\$ -	\$ -
5.	Sleeves Allowance (County Park)	\$ 18,840.00	\$ 18,840.00	\$ -		\$ 18,840.00	100.00%	\$ -	\$ -
6.	Electrical Allowance (County Park)	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100.00%	\$ -	\$ -
	(Allowances) - Sub-Total	\$ 911,506.61	\$ 911,506.61	\$ -		\$ 911,506.61	100.00%	\$ -	\$ -
	(Misc. Change Orders)								
	CO #6 - ODP Materials, PO's #1-7 (Credit)	\$ (2,558,013.73)	\$ (2,558,013.73)	\$ -		\$ (2,558,013.73)	100.00%	\$ -	\$ -
	CO #7 - Unit 6 Early Clearing	\$ 266,514.35	\$ 266,514.35	\$ -		\$ 266,514.35	100.00%	\$ -	\$ -
	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%	\$ -	\$ -
	CO #11 - ODP Material (PO# 009) and Tax Credit	\$ (139,641.53)	\$ (139,641.53)	\$ -		\$ (139,641.53)	100.00%	\$ -	\$ -
	CO #12 - ODP Material (PO# 010) and Tax Credit	\$ (65,576.12)	\$ (65,576.12)	\$ -		\$ (65,576.12)	100.00%	\$ -	\$ -
	CO #14 - ODP / Allowance Credit, Sidewalk modifications	\$ 140,007.04	\$ 140,007.04	\$ -		\$ 140,007.04	100.00%	\$ -	\$ -
	(Misc Change Orders) - Sub-Total	\$ (2,544,163.90)	\$ (2,544,163.90)	\$ -		\$ (2,544,163.90)	100.00%	\$ -	\$ -
	TOTAL	\$ 18,744,051.32	\$ 18,744,051.32	\$ -	\$ -	\$ 18,744,051.32	100.00%	\$ -	\$ -

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, upon payment from the lienee, of the sum of \$ 319,241.06 , 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 September 30, 2022 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#: 8421-29 RET REV1 & 8422-29RET REV1

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: October 4, 2022

Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043
Phone: 904-291-9330

By: 

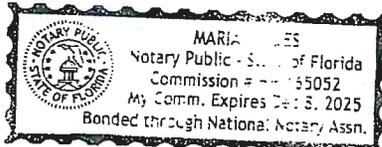
Printed Name: Tim Gaddis
Title: Project Manager

STATE OF: FLORIDA
COUNTY OF: CLAY

The foregoing instrument was acknowledged before me this 4th day of October 2022 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

6BXVI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 152**

**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: 152
- (2) Name of Payee pursuant to Acquisition Agreement:

ECS Florida LLC
14026 Thunderbolt Place, Suite 600
Chantilly, VA 20151
- (3) Amount Payable: \$ 9,400.00
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Units 12 & 13 Ponds and VNB Areas - Invoice 1016850**
- (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



District Engineer Date:

November 3, 2022



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

Invoice Date Invoice Number

11/2/2022 1016850

**Always Refer To
Above Number**

PROJECT NAME: Tributary Units 12 and 13 Ponds and VNB
Areas
Nassau County, FL

TO: Gregg Kern
Three Rivers CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT NO.	BILLED THRU DATE	TERMS
35:159402	35:33453	10/29/2022	DUE UPON RECEIPT

**Please Pay
This Amount: \$9,400.00**

Description	Quantity	Units	Unit Price	Extension	Total
Final Invoice for Geotechnical Services					\$9,400.00
				Subtotal:	\$9,400.00
			Invoice Total - Please Remit =>		\$9,400.00

If you have any questions regarding this invoice,
please contact **Jared Pitts** at 904.880.0960

*** BUDGET SUMMARY ***

Budget Estimate:	\$18,600.00
Previously Invoiced:	\$9,200.00
Amt. This Invoice:	\$9,400.00
Amt. Remaining:	\$0.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXVII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 153**

**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: **153**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 7,472.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Unit 8 CEI Services (WA#8)**
Invoice 25399 (Oct 2022)
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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.

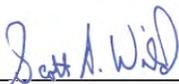
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer

November 3, 2022



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

November 02, 2022
 Project No: 22324.00000
 Invoice No: 0205399

Project 22324.00000 Tributary Unit 8 CEI (WA#8)

Professional Services rendered through October 29, 2022

Task 01 Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount
Project Manager					
Milligan, Neal	10/29/2022		2.00	190.00	380.00
CEI Sr. Inspector					
Brooks, Jeffrey	10/22/2022		1.00	155.00	155.00
Brooks, Jeffrey	10/29/2022		2.00	155.00	310.00
CEI Inspector					
Ellins, Zachary	10/8/2022		2.00	125.00	250.00
Ellins, Zachary	10/15/2022		2.00	125.00	250.00
Ellins, Zachary	10/22/2022		1.00	125.00	125.00
Ellins, Zachary	10/29/2022		2.00	125.00	250.00
Totals			12.00		1,720.00
Total Labor					1,720.00

	Current	Prior	To-Date
Total Billings	1,720.00	1,985.00	3,705.00
Contract Limit			59,520.00
Remaining			55,815.00
		Total this Task	\$1,720.00

Task 02 Progress Meetings

Professional Personnel

			Hours	Rate	Amount
Principal - Vice President					
Wild, Scott	10/8/2022		1.00	257.00	257.00
Wild, Scott	10/22/2022		1.00	257.00	257.00
Project Manager					
Schroeder, Alek	10/8/2022		4.25	190.00	807.50
Schroeder, Alek	10/15/2022		4.25	190.00	807.50
Schroeder, Alek	10/22/2022		1.25	190.00	237.50

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

Schroeder, Alek	10/29/2022	3.25	190.00	617.50
Totals		15.00		2,984.00
Total Labor				2,984.00

	Current	Prior	To-Date
Total Billings	2,984.00	1,341.00	4,325.00
Contract Limit			12,960.00
Remaining			8,635.00
	Total this Task		\$2,984.00

Task 03 Owner Requested Plan Revisions

Professional Personnel

		Hours	Rate	Amount
Principal - Vice President				
Wild, Scott	10/15/2022	1.50	257.00	385.50
Project Manager				
Milligan, Neal	10/1/2022	1.50	190.00	285.00
Totals		3.00		670.50
Total Labor				670.50

	Current	Prior	To-Date
Total Billings	670.50	1,252.50	1,923.00
Contract Limit			10,000.00
Remaining			8,077.00
	Total this Task		\$670.50

Task 04 RFP Process

Professional Personnel

		Hours	Rate	Amount
Principal - Vice President				
Wild, Scott	10/8/2022	4.50	257.00	1,156.50
Wild, Scott	10/15/2022	2.00	257.00	514.00
Project Manager				
Schroeder, Alek	10/8/2022	1.50	190.00	285.00
Schroeder, Alek	10/15/2022	.50	190.00	95.00
Schroeder, Alek	10/22/2022	.25	190.00	47.50
Totals		8.75		2,098.00
Total Labor				2,098.00

	Current	Prior	To-Date
Total Billings	2,098.00	3,364.00	5,462.00
Contract Limit			7,500.00
Remaining			2,038.00
	Total this Task		\$2,098.00

Task 05 Reimbursable Expenses

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			1,500.00
Remaining			1,500.00

Total this Task 0.00

Invoice Total this Period \$7,472.50

Outstanding Invoices

Number	Date	Balance
0204920	10/5/2022	1,631.50
Total		1,631.50

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
CA-00002584 LC-0000316

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXVIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 154**

**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: **154**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 10,668.00**
- (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): **Master Site Planning (WA#17) Invoice 205390 (Oct 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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



District Engineer

November 3, 2022



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

November 02, 2022
 Project No: 22121.00000
 Invoice No: 0205390

Project 22121.00000 Three Rivers CDD - (WA#17) MASTER SITE PLANNING

Professional Services rendered through October 29, 2022

Task 01 Master Site Planning

Professional Personnel

			Hours	Rate	Amount
Principal - Vice President					
Soderholm, Karl	10/8/2022		1.00	257.00	257.00
Wild, Scott	10/8/2022		4.50	257.00	1,156.50
Wild, Scott	10/15/2022		3.00	257.00	771.00
Wild, Scott	10/22/2022		1.00	257.00	257.00
Wild, Scott	10/29/2022		1.00	257.00	257.00
Sr. Landscape Architect					
Clark, Ryan	10/8/2022		14.00	175.00	2,450.00
Clark, Ryan	10/15/2022		14.25	175.00	2,493.75
Clark, Ryan	10/22/2022		8.00	175.00	1,400.00
Engineering/Landscape Designer					
Dreher, Al	10/8/2022		1.25	140.00	175.00
Dreher, Al	10/15/2022		.50	140.00	70.00
Totals			48.50		9,287.25
Total Labor					9,287.25

	Current	Prior	To-Date
Total Billings	9,287.25	10,621.75	19,909.00
Contract Limit			25,000.00
Remaining			5,091.00
Total this Task			\$9,287.25

Task 02 Master Plan Coordination

Professional Personnel

			Hours	Rate	Amount
Principal - Vice President					
Wild, Scott	10/15/2022		1.00	257.00	257.00
Planner					
Dendor, Casey	10/8/2022		2.00	155.00	310.00
Dendor, Casey	10/15/2022		1.75	155.00	271.25
Dendor, Casey	10/22/2022		1.50	155.00	232.50

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

Dendor, Casey	10/29/2022	2.00	155.00	310.00	
Totals		8.25		1,380.75	
Total Labor					1,380.75

	Current	Prior	To-Date	
Total Billings	1,380.75	6,069.50	7,450.25	
Contract Limit			15,000.00	
Remaining			7,549.75	
			Total this Task	\$1,380.75

Task	XP	Expenses		
			Total this Task	0.00

Invoice Total this Period	<u><u>\$10,668.00</u></u>
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Outstanding Invoices

Number	Date	Balance
0204913	10/5/2022	3,040.50
Total		3,040.50

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXIX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 155**

**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: **155**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 771.00**
- (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): **Edwards Road Watermain CEI Services (WA#9)**
Invoice 205400 (Oct 2022)
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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



District Engineer

November 3, 2022



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

November 02, 2022
 Project No: 22336.00000
 Invoice No: 0205400

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

Professional Services rendered through October 29, 2022

Task	01	Limited Construction Administration Services		
		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Contract Limit				20,160.00
Remaining				20,160.00
Total this Task				0.00

Task	02	Owner Requested Plan Revisions		
		Current	Prior	To-Date
Total Billings		0.00	87.50	87.50
Contract Limit				5,000.00
Remaining				4,912.50
Total this Task				0.00

Task	03	RFP Process		
Professional Personnel				
		Hours	Rate	Amount
Principal - Vice President				
Wild, Scott	10/15/2022	2.00	257.00	514.00
Wild, Scott	10/22/2022	1.00	257.00	257.00
Totals		3.00		771.00
Total Labor				771.00
		Current	Prior	To-Date
Total Billings		771.00	3,020.00	3,791.00
Contract Limit				5,000.00
Remaining				1,209.00
Total this Task				\$771.00

Task	04	Reimbursable Expenses		
------	----	-----------------------	--	--

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			1,500.00
Remaining			1,500.00
		Total this Task	0.00
		Invoice Total this Period	<u><u>\$771.00</u></u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXX

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 156**

**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: **156**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 2,742.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Unit 10 CEI Services (WA#15) Invoice 205410 (Oct 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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.

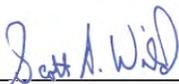
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer

November 3, 2022



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

November 02, 2022
 Project No: 22443.00000
 Invoice No: 0205410

Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

Professional Services rendered through October 29, 2022

Task 01 Limited Construction Administration Services

Professional Personnel

			Hours	Rate	Amount
CEI Sr. Inspector					
Brooks, Jeffrey	10/29/2022		4.00	155.00	620.00
Totals			4.00		620.00
Total Labor					620.00

	Current	Prior	To-Date
Total Billings	620.00	0.00	620.00
Contract Limit			65,520.00
Remaining			64,900.00
			Total this Task
			\$620.00

Task 02 Progress Meetings

Professional Personnel

			Hours	Rate	Amount
Project Manager					
Schroeder, Alek	10/15/2022		.50	190.00	95.00
Schroeder, Alek	10/22/2022		.25	190.00	47.50
Totals			.75		142.50
Total Labor					142.50

	Current	Prior	To-Date
Total Billings	142.50	0.00	142.50
Contract Limit			12,960.00
Remaining			12,817.50
			Total this Task
			\$142.50

Task 03 Owner Requested Plan Revisions

England-Thimys & Miller, Inc.

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 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

Professional Personnel

		Hours	Rate	Amount
Engineer				
Capretti, Daniel	10/1/2022	12.00	165.00	1,980.00
Totals		12.00		1,980.00
Total Labor				1,980.00

	Current	Prior	To-Date
Total Billings	1,980.00	0.00	1,980.00
Contract Limit			10,000.00
Remaining			8,020.00
			Total this Task
			\$1,980.00

Task	04	Reimbursable Expenses	Current	Prior	To-Date
Total Billings			0.00	0.00	0.00
Contract Limit					500.00
Remaining					500.00
					Total this Task
					0.00

Invoice Total this Period \$2,742.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BX XI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION No. 157**

**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: **157**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 620.00**
- (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): **Tax Exempt Purchase Administration - Unit B (WA#14) Invoice 205443 (Oct 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SERIES 2021B (SOUTH ASSESSMENT AREA)
- (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



District Engineer

November 3, 2022



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

November 03, 2022
 Project No: 22418.00000
 Invoice No: 0205443

Project 22418.00000 Three Rivers CDD-Tax Exempt Purchase Administration-Unit B
 (WA#14)

Professional Services rendered through October 29, 2022

Task 01 CDD Tax Exempt Purchase Administration

Professional Personnel

		Hours	Rate	Amount
CEI Sr. Inspector				
Ellins, Jason	10/15/2022	1.00	155.00	155.00
Ellins, Jason	10/22/2022	2.00	155.00	310.00
Ellins, Jason	10/29/2022	1.00	155.00	155.00
Totals		4.00		620.00
Total Labor				620.00

	Current	Prior	To-Date
Total Billings	620.00	1,376.50	1,996.50
Contract Limit			25,000.00
Remaining			23,003.50
Total this Task			\$620.00

Task XP Reimbursable Expenses

	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Contract Limit			500.00
Remaining			500.00
Total this Task			0.00

Invoice Total this Period \$620.00

Outstanding Invoices

Number	Date	Balance
0204937	10/6/2022	1,376.50
Total		1,376.50

England-Thimys & Miller, Inc.

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • tel 904-642-8990 • fax 904-646-9485
 CA-00002584 LC-0000316

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6BXXII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 158**

**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: 158
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
449 Center Street
Green Cove Springs, FL 32043
- (3) Amount Payable: \$236,637.14
- (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): **Three Rivers Units 1, 2, 4 & County Park Construction – Application No. 28 (October 2022) (County Park Portion Only)**
- (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.

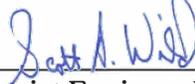
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer Date:

November 4, 2022

OK 10/3

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Submitted to DEB
on 10/28/22

Date: 10/03/22

Period To: 9/30/2022

Invoice #: 8350-28 2019-37
8353-28 2019-60

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

VCC Project #: 2019-37,
2019-60

Application #: 28, REV 1

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.....	\$	(633,831.45)
REVISED CONTRACT AMOUNT.....	\$	18,744,051.32
PERCENTAGE COMPLETE..... 100.00%		
WORK COMPLETE TO DATE.....	\$	18,744,051.32
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	18,744,051.32
LESS RETAINAGE.....	\$	319,241.06
TOTAL EARNED LESS RETAINAGE.....	\$	18,424,810.26
LESS PREVIOUS BILLINGS.....	\$	18,188,173.11
CURRENT DUE.....	\$	236,637.14

Account Summary:	Sales This Period	Sales To Date
Gross:	249,091.73	18,744,051.32
Retainage:	12,454.59	319,241.06
Net:	236,637.14	18,424,810.26



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: 8350-28 REV1 2019-37
8353-28REV1 2019-60 [X] OWNER
[X] ENGINEER

PERIOD TO: 09/30/22

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			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
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)
013	10/15/2021	\$ 76,667.96	
014	9/26/2022	\$ 140,007.04	
TOTALS		\$ 5,841,925.52	\$ (6,475,756.97)
Net change by Change Orders			\$ (633,831.45)

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.....	\$ (633,831.45)
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 18,744,051.32
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 18,744,051.32
(Column G on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work.....	\$ 319,241.06
(Column D + E on G703)	
b. ___ % of Stored Materials.....	\$ -
(Column F on G703)	
Total Retainage (Line 5a + 5b)	
Total in Column 1 of G703.....	\$ 319,241.06
6. TOTAL EARNED LESS RETAINAGE.....	\$ 18,424,810.26
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 18,188,173.11
8. CURRENT PAYMENT DUE.....	\$ 236,637.14
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 0.00
(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 have been issued and payments received from the Owner, and that current payments shown herein is now due.



MARIA VALDES State of: FLORIDA County of: CLAY
Notary Public - State of Florida
Subscribed and sworn to before me this 3rd day of October, 2022
Commission # HH 185032
Notary Public
My Commission Expires: 12/8/25
Signature: *Maria Valdes*

CONTRACTOR: Tim Gaddis, Project Manager

By: [Signature] Date: 10/3/2022

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.....\$ 236,637.14

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

ENGINEER: [Signature] Date: 11-2-22

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

APPLICATION NUMBER: 0350-28 2019-37 - 0353-20 2019-60

APPLICATION DATE: 10/03/22

PERIOD TO: 09/30/22

VCC PROJECT #: 2019-37, 2019-60

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN DOLLS)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETENAGE
			FROM PREVIOUS APPLICATION (D-1)	THIS PERIOD					
(Units 1, 2, Original 4)									
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%	\$ -	\$ -
(Unit 1, 2, Original 4) - Sub-Total		\$ 14,017,200.85	\$ 14,017,200.85	\$ -		\$ 14,017,200.85	100.00%	\$ -	\$ -

Three Rivers CDD

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

APPLICATION NUMBER: 8350-28 2019-37 - 8353-28 2019-60

AM Document C702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

APPLICATION DATE: 10/03/22

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

PERIOD TO: 09/30/22

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

VCC PROJECT #: 2019-37, 2019-60

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/H)	BALANCE TO FINISH (I-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D-F)	THIS PERIOD					
(Unit 3 - Change Order #1)									
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%	\$ -	\$ -
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	\$ 37,972.88	\$ 1,534.50		\$ 39,507.38	100.00%	\$ -	\$ 1,975.37
2.	Payment & Performance Bond	\$ 21,180.00	\$ 21,180.00	\$ -		\$ 21,180.00	100.00%	\$ -	\$ 1,059.00
3.	NPDES	\$ 30,683.97	\$ 29,038.12	\$ 1,645.85		\$ 30,683.97	100.00%	\$ -	\$ 1,534.20
4.	Survey & As-Builts	\$ 60,934.00	\$ 51,730.55	\$ 9,203.45		\$ 60,934.00	100.00%	\$ -	\$ 3,046.70
5.	Erosion Control	\$ 22,257.99	\$ 15,207.03	\$ 7,050.96		\$ 22,257.99	100.00%	\$ -	\$ 1,112.90
6.	Demolition	\$ 9,293.31	\$ 9,293.31	\$ -		\$ 9,293.31	100.00%	\$ -	\$ 464.67
7.	Clearing	\$ 207,816.40	\$ 207,816.40	\$ -		\$ 207,816.40	100.00%	\$ -	\$ 10,390.82
8.	Pond Excavation	\$ 601,559.77	\$ 601,559.77	\$ -		\$ 601,559.77	100.00%	\$ -	\$ 30,077.99
9.	Earthwork	\$ 461,669.69	\$ 453,951.91	\$ 7,717.78		\$ 461,669.69	100.00%	\$ -	\$ 23,083.48
10.	Grassing	\$ 84,416.40	\$ 25,225.00	\$ 59,191.40		\$ 84,416.40	100.00%	\$ -	\$ 4,220.82
11.	Roadway - Stabilization	\$ 109,355.52	\$ 109,355.52	\$ -		\$ 109,355.52	100.00%	\$ -	\$ 5,467.78
12.	Roadway - Base	\$ 161,157.59	\$ 161,157.59	\$ -		\$ 161,157.59	100.00%	\$ -	\$ 8,057.88

Three Rivers CDD

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

A/A Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 8350-28 2019-37 - 8353-28 2019-60

APPLICATION DATE: 10/03/22

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

PERIOD TO: 09/30/22

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

VCC PROJECT #: 2019-37, 2019-60

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-E)							
13.	Roadway - Asphalt	\$ 120,529.74	\$ 120,529.74	\$ -	\$ -	\$ -	\$ 120,529.74	100.00%	\$ -	\$ 6,026.49
14.	Striping & Signage	\$ 26,120.00	\$ -	\$ 26,120.00	\$ -	\$ -	\$ 26,120.00	100.00%	\$ -	\$ 1,306.00
15.	Curb & Sidewalk	\$ 136,397.35	\$ 106,664.25	\$ 29,733.10	\$ -	\$ -	\$ 136,397.35	100.00%	\$ -	\$ 6,819.87
16.	Retaining Wall	\$ 70,470.00	\$ 70,470.00	\$ -	\$ -	\$ -	\$ 70,470.00	100.00%	\$ -	\$ 3,523.50
17.	Storm Drainage	\$ 478,070.59	\$ 476,044.39	\$ 2,026.20	\$ -	\$ -	\$ 478,070.59	100.00%	\$ -	\$ 23,903.53
18.	Sanitary Sewer	\$ 465,745.92	\$ 461,450.97	\$ 4,294.95	\$ -	\$ -	\$ 465,745.92	100.00%	\$ -	\$ 23,287.30
19.	Water Main	\$ 326,669.05	\$ 317,489.05	\$ 9,180.00	\$ -	\$ -	\$ 326,669.05	100.00%	\$ -	\$ 16,333.45
20.	Reuse Main	\$ 246,888.72	\$ 237,798.50	\$ 9,090.23	\$ -	\$ -	\$ 246,888.72	100.00%	\$ -	\$ 12,344.44
21.	Electrical Allowance	\$ 59,800.00	\$ 59,800.00	\$ -	\$ -	\$ -	\$ 59,800.00	100.00%	\$ -	\$ 2,990.00
22.	Change Order #013 - Misc Changes	\$ 76,667.95	\$ 76,667.95	\$ -	\$ -	\$ -	\$ 76,667.95	100.00%	\$ -	\$ 3,833.40
	(Unit 4 Re-Design, Change Order #08) - Sub-Total	\$ 3,817,191.34	\$ 3,650,402.93	\$ 166,788.41	\$ -	\$ -	\$ 3,817,191.34	100.00%	\$ -	\$ 190,859.57
	(County Park)									
1.	General Conditions	\$ 19,914.34	\$ 19,604.23	\$ 310.11	\$ -	\$ -	\$ 19,914.34	100.00%	\$ -	\$ 995.72
2.	Payment & Performance Bond	\$ 11,417.10	\$ 11,417.10	\$ -	\$ -	\$ -	\$ 11,417.10	100.00%	\$ -	\$ 570.86
3.	NPDES	\$ 35,944.91	\$ 35,816.41	\$ 128.50	\$ -	\$ -	\$ 35,944.91	100.00%	\$ -	\$ 1,797.25
4.	Survey & As-Builts	\$ 25,299.30	\$ 23,853.62	\$ 1,445.68	\$ -	\$ -	\$ 25,299.30	100.00%	\$ -	\$ 1,264.97
5.	Erosion Control	\$ 14,801.85	\$ 14,801.85	\$ -	\$ -	\$ -	\$ 14,801.85	100.00%	\$ -	\$ 740.09
6.	MOT	\$ 3,789.58	\$ 3,789.58	\$ -	\$ -	\$ -	\$ 3,789.58	100.00%	\$ -	\$ 189.48
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	\$ 117,404.32	\$ -	\$ -	\$ -	\$ 117,404.32	100.00%	\$ -	\$ 5,870.22
10.	Earthwork	\$ 332,677.62	\$ 327,388.28	\$ 5,289.34	\$ -	\$ -	\$ 332,677.62	100.00%	\$ -	\$ 16,633.88
11.	Grassing	\$ 28,303.72	\$ 28,303.72	\$ -	\$ -	\$ -	\$ 28,303.72	100.00%	\$ -	\$ 1,415.19
12.	Roadway - Stabilization	\$ 69,382.60	\$ 69,382.60	\$ -	\$ -	\$ -	\$ 69,382.60	100.00%	\$ -	\$ 3,469.13
13.	Roadway - Base	\$ 76,405.00	\$ 76,405.00	\$ -	\$ -	\$ -	\$ 76,405.00	100.00%	\$ -	\$ 3,820.25
14.	Roadway - Asphalt	\$ 65,155.00	\$ 65,155.00	\$ -	\$ -	\$ -	\$ 65,155.00	100.00%	\$ -	\$ 3,257.75
15.	Striping & Signage	\$ 6,123.70	\$ 6,123.70	\$ -	\$ -	\$ -	\$ 6,123.70	100.00%	\$ -	\$ 306.19
16.	Curb & Sidewalk	\$ 164,922.35	\$ 164,922.35	\$ -	\$ -	\$ -	\$ 164,922.35	100.00%	\$ -	\$ 8,246.12
17.	Storm Drainage	\$ 236,275.37	\$ 215,377.27	\$ 20,898.10	\$ -	\$ -	\$ 236,275.37	100.00%	\$ -	\$ 11,813.77
18.	Lift Station	\$ 74,275.18	\$ 74,275.18	\$ -	\$ -	\$ -	\$ 74,275.18	100.00%	\$ -	\$ 3,713.76
19.	Force Main	\$ 75,563.91	\$ 73,612.40	\$ 1,951.52	\$ -	\$ -	\$ 75,563.91	100.00%	\$ -	\$ 3,778.20

Three Rivers CDD

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

APPLICATION NUMBER: 0350-20 2019-37 - 0353-20 2019-60

APPLICATION DATE: 10/03/22

PERIOD TO: 09/30/22

VCC PROJECT #: 2019-37, 2019-60

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below amounts are stated to the nearest dollar.

Use Column Ten 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 PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D-1)							
20.	Water Main	\$ 157,884.24	\$ 155,549.49	\$ 2,334.75		\$ 157,884.24	100.00%	\$ -	\$ 7,894.21	
21.	Reuse Main	\$ 51,905.75	\$ 50,020.43	\$ 1,885.32		\$ 51,905.75	100.00%	\$ -	\$ 2,595.29	
22.	Change Order #4 - Bid to Const Changes, Park	\$ 8,862.73	\$ 8,862.73	\$ -		\$ 8,862.73	100.00%	\$ -	\$ 443.14	
	(County Park) - Sub-Total	\$ 1,699,302.17	\$ 1,665,058.85	\$ 34,243.32		\$ 1,699,302.17	100.00%	\$ -	\$ 84,965.11	
	(Allowances)									
1.	Roadway Underdrain (Units 1-4)	\$ 48,826.60	\$ 17,967.48	\$ 30,859.12		\$ 48,826.60	100.00%	\$ -	\$ 2,441.33	
2.	Sleeves Allowance (Units 1-4)	\$ 18,840.00	\$ 47,815.10	\$ (28,975.10)		\$ 18,840.00	100.00%	\$ -	\$ 942.00	
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	\$ 82,007.22		\$ 300,000.00	100.00%	\$ -	\$ 15,000.00	
5.	Sleeves Allowance (County Park)	\$ 18,840.00	\$ 11,861.15	\$ 6,978.85		\$ 18,840.00	100.00%	\$ -	\$ 942.00	
6.	Electrical Allowance (County Park)	\$ 25,000.00	\$ -	\$ 25,000.00		\$ 25,000.00	100.00%	\$ -	\$ 1,250.00	
	(Allowances) - Sub-Total	\$ 911,506.61	\$ 795,636.52	\$ 115,870.09		\$ 911,506.61	100.00%	\$ -	\$ 45,575.33	
	(Misc. Change Orders)									
	CO #6 - ODP Materials, PO's #1-7 (Credit)	\$ (2,558,013.73)	\$ (2,350,196.60)	\$ (207,817.13)		\$ (2,558,013.73)	100.00%	\$ -	\$ (10,390.86)	
	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 (PG# 008) and Tax Credit	\$ (36,665.52)	\$ (36,665.52)	\$ -		\$ (36,665.52)	100.00%	\$ -	\$ (1,833.28)	
	CO #11 - ODP Material (PG# 009) and Tax Credit	\$ (139,641.53)	\$ (139,641.53)	\$ -		\$ (139,641.53)	100.00%	\$ -	\$ (6,982.08)	
	CO #12 - ODP Material (PG# 010) and Tax Credit	\$ (65,576.12)	\$ (65,576.12)	\$ -		\$ (65,576.12)	100.00%	\$ -	\$ (3,278.81)	
	CO #14 - ODP / Allowance Credit, Sidewalk modifications	\$ 140,007.04	\$ -	\$ 140,007.04		\$ 140,007.04	100.00%	\$ -	\$ 7,000.35	
	(Misc Change Orders) - Sub-Total	\$ (2,544,163.90)	\$ (2,476,353.81)	\$ (67,810.09)		\$ (2,544,163.90)	100.00%	\$ -	\$ (2,158.95)	
	TOTAL----->	\$ 18,744,051.32	\$ 18,494,959.59	\$ 249,091.73	\$ -	\$ 18,744,051.32	100.00%	\$ -	\$ 319,241.06	

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	0.05	0.95	1.00	100.00%	\$ 1,534.50	\$ 29,155.50	\$ 30,690.00
104.01	Construction Entrance	1.00	EACH	\$ 8,817.38	\$ 8,817.38		1.00	1.00	100.00%	\$ -	\$ 8,817.38	\$ 8,817.38
	GENERAL CONDITIONS				\$ 39,507.38				100.00%	\$ 1,534.50	\$ 37,972.88	\$ 39,507.38
201	Payment & Performance Bonds	1.00	LS	\$ 21,180.00	\$ 21,180.00		1.00	1.00	100.00%	\$ -	\$ 21,180.00	\$ 21,180.00
	BONDS				\$ 21,180.00				100.00%	\$ -	\$ 21,180.00	\$ 21,180.00
300	NPDES Permit Compliance	1.00	LS	\$ 3,700.00	\$ 3,700.00		1.00	1.00	100.00%	\$ -	\$ 3,700.00	\$ 3,700.00
303	Maintain Silt Fence	6,811.00	LF	\$ 1.67	\$ 11,374.37	340.43	6,470.57	6,811.00	100.00%	\$ 568.52	\$ 10,805.85	\$ 11,374.37
303	Maintain Silt Fence (Unit 5 Fill Area)	5,780.00	LF	\$ 1.67	\$ 9,652.60	288.40	5,461.60	5,780.00	100.00%	\$ 481.63	\$ 9,170.97	\$ 9,652.60
304	NPDES Reporting	10.00	MO	\$ 595.70	\$ 5,957.00	1.00	9.00	10.00	100.00%	\$ 595.70	\$ 5,361.30	\$ 5,957.00
	NPDES				\$ 30,683.97				100.00%	\$ 1,645.85	\$ 29,038.12	\$ 30,683.97
400	Surveying	1.00	LS	\$ 29,550.00	\$ 29,550.00	0.05	0.95	1.00	100.00%	\$ 1,477.50	\$ 28,072.50	\$ 29,550.00
400	Surveying, (Unit 5 Fill Area)	1.00	LS	\$ 7,744.00	\$ 7,744.00	0.05	0.95	1.00	100.00%	\$ 387.20	\$ 7,356.80	\$ 7,744.00
	SURVEY				\$ 37,294.00				100.00%	\$ 1,864.70	\$ 35,429.30	\$ 37,294.00
500	As Builts - P&D	1.00	LS	\$ 9,525.00	\$ 9,525.00	0.40	0.60	1.00	100.00%	\$ 3,810.00	\$ 5,715.00	\$ 9,525.00
500	As Builts - Utility	1.00	LS	\$ 14,115.00	\$ 14,115.00	0.25	0.75	1.00	100.00%	\$ 3,528.75	\$ 10,586.25	\$ 14,115.00
	AS-BUILTS				\$ 23,640.00				100.00%	\$ 7,388.75	\$ 16,301.25	\$ 23,640.00
601	Silt Fence Type III (Regular)	6,811.00	LF	\$ 0.89	\$ 6,061.79		6,811.00	6,811.00	100.00%	\$ -	\$ 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		5,780.00	5,780.00	100.00%	\$ -	\$ 5,144.20	\$ 5,144.20
601	Remove Silt Fence	6,811.00	LF	\$ 0.56	\$ 3,814.16	6,811.00	0.00	6,811.00	100.00%	\$ 3,814.16	\$ -	\$ 3,814.16
601	Remove Silt Fence - (Unit 5 Fill Area)	5,780.00	LF	\$ 0.56	\$ 3,236.80	5,780.00	0.00	5,780.00	100.00%	\$ 3,236.80	\$ -	\$ 3,236.80
603	Inlet Protection	24.00	EACH	\$ 166.71	\$ 4,001.04	24.00	24.00	24.00	100.00%	\$ -	\$ 4,001.04	\$ 4,001.04
	EROSION				\$ 22,257.99				100.00%	\$ 7,050.96	\$ 15,207.03	\$ 22,257.99
801	Demo Storm Pipe (36" HP)	189.00	LF	\$ 33.19	\$ 6,272.91		189.00	189.00	100.00%	\$ -	\$ 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%	\$ -	\$ 2,320.40	\$ 2,320.40
801	Demo Curb & Gutter	35.00	LF	\$ 20.00	\$ 700.00		35.00	35.00	100.00%	\$ -	\$ 700.00	\$ 700.00
	DEMOLITION				\$ 9,293.31				100.00%	\$ -	\$ 9,293.31	\$ 9,293.31
900	Clearing	34.00	ACRE	\$ 4,723.10	\$ 160,585.40	34.00	34.00	34.00	100.00%	\$ -	\$ 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	10.00	100.00%	\$ -	\$ 47,231.00	\$ 47,231.00
	CLEARING				\$ 207,816.40				100.00%	\$ -	\$ 207,816.40	\$ 207,816.40
1000	Pond Excavation	122,139.00	CY	\$ 4.35	\$ 530,719.15	122,139.00	122,139.00	122,139.00	100.00%	\$ -	\$ 530,719.15	\$ 530,719.15
1001	Dewater For Pond	122,139.00	CY	\$ 0.58	\$ 70,840.62	122,139.00	122,139.00	122,139.00	100.00%	\$ -	\$ 70,840.62	\$ 70,840.62
	POND EXCAVATION				\$ 601,559.77				100.00%	\$ -	\$ 601,559.77	\$ 601,559.77
1104	Strip Topsoil	17,366.00	CY	\$ 2.80	\$ 48,624.80	17,366.00	17,366.00	17,366.00	100.00%	\$ -	\$ 48,624.80	\$ 48,624.80
1105	Bury in Pond	52,367.00	CY	\$ 1.79	\$ 93,736.93	52,367.00	52,367.00	52,367.00	100.00%	\$ -	\$ 93,736.93	\$ 93,736.93
1104	Strip Topsoil - (Unit 5 Fill Area)	10,083.00	CY	\$ 2.80	\$ 28,232.40	10,083.00	10,083.00	10,083.00	100.00%	\$ -	\$ 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	10,083.00	100.00%	\$ -	\$ 8,368.89	\$ 8,368.89
1108	Site Cut	5,896.00	CY	\$ 2.91	\$ 17,157.36	5,896.00	5,896.00	5,896.00	100.00%	\$ -	\$ 17,157.36	\$ 17,157.36
1109	Place & Compact Fill (Unit 4 & 5 Fill Areas)	91,364.00	CY	\$ 1.24	\$ 113,291.36	91,364.00	91,364.00	91,364.00	100.00%	\$ -	\$ 113,291.36	\$ 113,291.36
1109	Stockpile Fill (Unit 5)	26,689.00	CY	\$ 0.83	\$ 22,151.87	26,689.00	26,689.00	26,689.00	100.00%	\$ -	\$ 22,151.87	\$ 22,151.87
1110	Earthwork Density Testing	1.00	LS	\$ 30,890.00	\$ 30,890.00	0.05	0.95	1.00	100.00%	\$ 1,544.50	\$ 29,345.50	\$ 30,890.00
1115	Fine Grade Lots	80,680.00	SY	\$ 0.51	\$ 41,146.80	80,680.00	80,680.00	80,680.00	100.00%	\$ -	\$ 41,146.80	\$ 41,146.80
1116	Site Dewatering	1.00	LS	\$ 21,913.54	\$ 21,913.54	1.00	1.00	1.00	100.00%	\$ -	\$ 21,913.54	\$ 21,913.54
1118	Final Dresscut	37,340.00	SY	\$ 0.36	\$ 13,442.40	7,468.00	29,872.00	37,340.00	100.00%	\$ 2,688.48	\$ 10,753.92	\$ 13,442.40
1118	Final Dresscut (Unit 5 Fill Area)	48,400.00	SY	\$ 0.36	\$ 17,424.00	9,680.00	38,720.00	48,400.00	100.00%	\$ 3,484.80	\$ 13,939.20	\$ 17,424.00
1119	Dress Behind Electric Contractor	1.00	LS	\$ 5,289.34	\$ 5,289.34		1.00	1.00	100.00%	\$ -	\$ 5,289.34	\$ 5,289.34
	EARTHWORK				\$ 461,669.69				100.00%	\$ 7,717.78	\$ 453,951.91	\$ 461,669.69
1201	Site Sod	1,985.00	SY	\$ 2.50	\$ 4,962.50	1,985.00	0.00	1,985.00	100.00%	\$ 4,962.50	\$ -	\$ 4,962.50
1202	Site Seed and Mulch	21,830.00	SY	\$ 0.33	\$ 7,203.90	21,830.00	0.00	21,830.00	100.00%	\$ 7,203.90	\$ -	\$ 7,203.90
1202	Site Seed And Mulch - (Unit 5 Fill Area)	48,400.00	SY	\$ 0.33	\$ 15,972.00	48,400.00	0.00	48,400.00	100.00%	\$ 15,972.00	\$ -	\$ 15,972.00
1203	Pond Sod	8,650.00	SY	\$ 2.50	\$ 21,625.00	0.00	8,650.00	8,650.00	100.00%	\$ -	\$ 21,625.00	\$ 21,625.00
1205	Right of Way Sod	1,440.00	SY	\$ 2.50	\$ 3,600.00	0.00	1,440.00	1,440.00	100.00%	\$ -	\$ 3,600.00	\$ 3,600.00
1206	Right of Way Seed and Mulch	13,420.00	SY	\$ 0.33	\$ 4,428.60	13,420.00	0.00	13,420.00	100.00%	\$ 4,428.60	\$ -	\$ 4,428.60
1207	Seed and Mulch Lots	80,680.00	SY	\$ 0.33	\$ 26,624.40	80,680.00	0.00	80,680.00	100.00%	\$ 26,624.40	\$ -	\$ 26,624.40
	GRASSING				\$ 84,416.40				100.00%	\$ 59,191.40	\$ 25,225.00	\$ 84,416.40
1300	Subsoil Stabilization	14,775.00	SY	\$ 6.88	\$ 101,652.00	14,775.00	14,775.00	14,775.00	100.00%	\$ -	\$ 101,652.00	\$ 101,652.00
1300	Subsoil Stabilization (Stabilized Access Road)	554.00	SY	\$ 6.88	\$ 3,811.52	554.00	554.00	554.00	100.00%	\$ -	\$ 3,811.52	\$ 3,811.52
1302	Subgrade for Sidewalk	720.00	SY	\$ 3.16	\$ 2,275.20	720.00	720.00	720.00	100.00%	\$ -	\$ 2,275.20	\$ 2,275.20
1303	12" Stabilized Subgrade (Temp Cul De Sac)	235.00	SY	\$ 6.88	\$ 1,616.80	235.00	235.00	235.00	100.00%	\$ -	\$ 1,616.80	\$ 1,616.80
	STABILIZATION				\$ 109,355.52				100.00%	\$ -	\$ 109,355.52	\$ 109,355.52
1402	6" Limerock	12,674.00	SY	\$ 11.99	\$ 151,961.26	12,674.00	12,674.00	12,674.00	100.00%	\$ -	\$ 151,961.26	\$ 151,961.26
1402	6" Limerock (Stabilized Access Road)	554.00	SY	\$ 11.99	\$ 6,642.46	554.00	554.00	554.00	100.00%	\$ -	\$ 6,642.46	\$ 6,642.46
1407	6" Crushed Concrete Base	213.00	SY	\$ 11.99	\$ 2,553.87	213.00	213.00	213.00	100.00%	\$ -	\$ 2,553.87	\$ 2,553.87
	ROADWAY BASE				\$ 161,157.59				100.00%	\$ -	\$ 161,157.59	\$ 161,157.59
1505	1 1/2" Asphalt Pavement	12,674.00	SY	\$ 8.95	\$ 113,432.30	12,674.00	12,674.00	12,674.00	100.00%	\$ -	\$ 113,432.30	\$ 113,432.30
1517	Prime Limerock	12,674.00	SY	\$ 0.56	\$ 7,097.44	12,674.00	12,674.00	12,674.00	100.00%	\$ -	\$ 7,097.44	\$ 7,097.44
	ASPHALT				\$ 120,529.74				100.00%	\$ -	\$ 120,529.74	\$ 120,529.74
1700	Striping & Signs	1.00	LS	\$ 26,120.00	\$ 26,120.00	1.00	0.00	1.00	100.00%	\$ 26,120.00	\$ -	\$ 26,120.00
	STRIPING / SIGNS				\$ 26,120.00				100.00%	\$ 26,120.00	\$ -	\$ 26,120.00
1804	18" Miami Curb & Gutter	7,545.00	LF	\$ 9.15	\$ 69,036.75	7,545.00	7,545.00	7,545.00	100.00%	\$ -	\$ 69,036.75	\$ 69,036.75
1805	18" City Std. Curb & Gutter	2,175.00	LF	\$ 17.30	\$ 37,627.50	2,175.00	2,175.00	2,175.00	100.00%	\$ -	\$ 37,627.50	\$ 37,627.50
	CURB				\$ 106,664.25				100.00%	\$ -	\$ 106,664.25	\$ 106,664.25
2000	Sidewalks	6,470.00	SF	\$ 3.90	\$ 25,233.00	6,470.00	0.00	6,470.00	100.00%	\$ 25,233.00	\$ -	\$ 25,233.00
2005	A.D.A. Handicap Ramps	9.00	EACH	\$ 220.50	\$ 1,984.50	9.00	0.00	9.00	100.00%	\$ 1,984.50	\$ -	\$ 1,984.50
2006	A.D.A. Mats	76.00	SF	\$ 33.10	\$ 2,515.60	76.00	0.00	76.00	100.00%	\$ 2,515.60	\$ -	\$ 2,515.60
	SIDEWALK				\$ 29,733.10				100.00%	\$ 29,733.10	\$ -	\$ 29,733.10
2103	Keystone Retaining Wall	270.00	LF	\$ 261.00	\$ 70,470.00	270.00	270.00	270.00	100.00%	\$ -	\$ 70,470.00	\$ 70,470.00
	RETAINING WALLS				\$ 70,470.00				100.00%	\$ -	\$ 70,470.00	\$ 70,470.00
3003	Dewater Storm Drain	1.00	LS	\$ 44,419.71	\$ 44,419.71		1.00	1.00	100.00%	\$ -	\$ 44,419.71	\$ 44,419.71

3279	Punch Out Storm Drain	2,456.00	LF	\$ 1.65	\$ 4,052.40	1,228.00	1,228.00	2,456.00	100.00%	\$ 2,026.20	\$ 2,026.20	\$ 4,052.40
3280	TV Storm Drain	2,456.00	LF	\$ 4.40	\$ 10,806.40			2,456.00	100.00%	\$ -	\$ 10,806.40	\$ 10,806.40
STORM					\$ 478,070.59				100.00%	\$ 2,026.20	\$ 476,044.39	\$ 478,070.59
4003	Dewater Gravity Sewer	1.00	LS	\$ 62,012.60	\$ 62,012.60			1.00	100.00%	\$ -	\$ 62,012.60	\$ 62,012.60
4014	Sanitary Manholes (All types/depths)	22.00	EACH	\$ 6,385.56	\$ 140,482.38			22.00	100.00%	\$ -	\$ 140,482.38	\$ 140,482.38
4111	8" SDR 26 Sewer Main (All depths)	5,206.00	LF	\$ 32.14	\$ 167,326.40			5,206.00	100.00%	\$ -	\$ 167,326.40	\$ 167,326.40
4145	Sewer Services	104.00	EACH	\$ 617.50	\$ 64,220.00			104.00	100.00%	\$ -	\$ 64,220.00	\$ 64,220.00
4144	Punch Out Sewer	5,206.00	LF	\$ 1.65	\$ 8,589.90	2,603.00	2,603.00	5,206.00	100.00%	\$ 4,294.95	\$ 4,294.95	\$ 8,589.90
4146	TV Test Sewer Main	5,206.00	LF	\$ 4.44	\$ 23,114.64			5,206.00	100.00%	\$ -	\$ 23,114.64	\$ 23,114.64
SANITARY SEWER					\$ 465,745.92				100.00%	\$ 4,294.95	\$ 461,450.97	\$ 465,745.92
7000	DR18 PVC Water Main (All sizes)	4,590.00	LF	\$ 36.53	\$ 167,694.35			4,590.00	100.00%	\$ -	\$ 167,694.35	\$ 167,694.35
7000	Gate Valves (All sizes)	17.00	EACH	\$ 1,677.76	\$ 28,522.00			17.00	100.00%	\$ -	\$ 28,522.00	\$ 28,522.00
7000	Sample Points, Flushing Hyd, Locate Box	21.00	EACH	\$ 697.00	\$ 14,637.00			21.00	100.00%	\$ -	\$ 14,637.00	\$ 14,637.00
7106	Fire Hydrant	7.00	EACH	\$ 2,738.00	\$ 19,166.00			7.00	100.00%	\$ -	\$ 19,166.00	\$ 19,166.00
7000	Water Services (All sizes/types)	80.00	EACH	\$ 931.00	\$ 74,480.00			80.00	100.00%	\$ -	\$ 74,480.00	\$ 74,480.00
7246	Punch Out for Water Main	4,590.00	LF	\$ 1.65	\$ 7,573.50	2,295.00	2,295.00	4,590.00	100.00%	\$ 3,786.75	\$ 3,786.75	\$ 7,573.50
7248	Flushing & BT's for Water Main	4,590.00	LF	\$ 0.83	\$ 3,809.70			4,590.00	100.00%	\$ -	\$ 3,809.70	\$ 3,809.70
7249	Locate Wire Test For Water Main	4,590.00	LF	\$ 0.51	\$ 2,340.90	2,295.00	2,295.00	4,590.00	100.00%	\$ 1,170.45	\$ 1,170.45	\$ 2,340.90
7250	Pressure Test for Water Main	4,590.00	LF	\$ 1.84	\$ 8,445.60	2,295.00	2,295.00	4,590.00	100.00%	\$ 4,222.80	\$ 4,222.80	\$ 8,445.60
WATERMAIN					\$ 326,669.05				100.00%	\$ 9,180.00	\$ 317,489.05	\$ 326,669.05
9000	DR18 PVC Reuse Main (All sizes)	4,489.00	LF	\$ 25.91	\$ 116,292.90			4,489.00	100.00%	\$ -	\$ 116,292.90	\$ 116,292.90
9000	Gate Valves (All sizes)	12.00	EACH	\$ 1,310.58	\$ 15,727.00			12.00	100.00%	\$ -	\$ 15,727.00	\$ 15,727.00
9000	Sample Points, Flushing Hyd	16.00	EACH	\$ 850.09	\$ 13,601.50			16.00	100.00%	\$ -	\$ 13,601.50	\$ 13,601.50
9000	Reuse Services (All types/sizes)	81.00	EACH	\$ 979.77	\$ 79,361.00			81.00	100.00%	\$ -	\$ 79,361.00	\$ 79,361.00
9239	Punch Out for Reuse Main	4,489.00	LF	\$ 1.65	\$ 7,406.85	2,244.50	2,244.50	4,489.00	100.00%	\$ 3,703.43	\$ 3,703.43	\$ 7,406.85
9240	Flushing for Reuse Main	4,489.00	LF	\$ 0.83	\$ 3,725.87			4,489.00	100.00%	\$ -	\$ 3,725.87	\$ 3,725.87
9241	Locate Wire Test For Reuse Main	4,489.00	LF	\$ 0.56	\$ 2,513.84	2,244.50	2,244.50	4,489.00	100.00%	\$ 1,256.92	\$ 1,256.92	\$ 2,513.84
9242	Pressure Test For Reuse Main	4,489.00	LF	\$ 1.84	\$ 8,259.76	2,244.50	2,244.50	4,489.00	100.00%	\$ 4,129.88	\$ 4,129.88	\$ 8,259.76
REUSE					\$ 246,888.72				100.00%	\$ 9,090.23	\$ 237,978.95	\$ 246,888.72
BASE BID TOTALS					\$ 3,600,723.39				100.00%	\$ 166,788.41	\$ 3,513,934.98	\$ 3,688,723.39
10000	Electrical Allowance	104.00	LOT	\$ 575.00	\$ 59,800.00			104.00	100.00%	\$ -	\$ 59,800.00	\$ 59,800.00
ELECTRICAL ALLOWANCE					\$ 59,800.00				100.00%	\$ -	\$ 59,800.00	\$ 59,800.00
UNIT TOTALS W/ALLOWANCES					\$ 3,740,523.39				100.00%	\$ 166,788.41	\$ 3,573,734.98	\$ 3,740,523.39
											\$ 59,800.00	
11000	2" Sleeves		LF	\$ 7.07	\$ -	1,710.00	1,710.00		#DIV/0!	\$ -	\$ 12,089.70	\$ 12,089.70
10999	3" Sleeves		LF	\$ 8.39	\$ -	0.00	0.00		#DIV/0!	\$ -	\$ -	\$ -
11000	4" Sleeves		LF	\$ 9.13	\$ -	1,190.00	1,190.00		#DIV/0!	\$ -	\$ 10,864.70	\$ 10,864.70
11000	6" Sleeves		LF	\$ 13.09	\$ -	150.00	150.00		#DIV/0!	\$ -	\$ 1,963.50	\$ 1,963.50
ELECTRICAL ALLOWANCE					\$ -				#DIV/0!	\$ -	\$ 24,917.90	\$ 24,917.90
900	Unit 1-3, Industrial Mowing, Weedeat Ponds (9)	1.00	LS	\$ 2,415.00	\$ 2,415.00			1.00	100.00%	\$ -	\$ 2,415.00	\$ 2,415.00
1200	Unit 1, Hydroseed, Model Lots (113-121)	9,030.00	SY	\$ 0.33	\$ 2,979.90	9,030.00	9,030.00		100.00%	\$ -	\$ 2,979.90	\$ 2,979.90
1500	Unit 1, Friction Course SP12.5, FDOT Entrance	670.00	SY	\$ 37.50	\$ 25,125.00			670.00	100.00%	\$ -	\$ 25,125.00	\$ 25,125.00
1800	Unit 1, Speed Limit Signs Add, Spine Rd	3.00	EA	\$ 864.00	\$ 2,592.00			3.00	100.00%	\$ -	\$ 2,592.00	\$ 2,592.00
2000	Unit 1, Sidewalk Ext - Mailbox Kiosk	1,800.00	SF	\$ 3.90	\$ 7,020.00			1,800.00	100.00%	\$ -	\$ 7,020.00	\$ 7,020.00
9000	Unit 1, Amenity Center, Reuse Service Extension	380.00	LF	\$ 8.20	\$ 3,116.00			380.00	100.00%	\$ -	\$ 3,116.00	\$ 3,116.00
3000	Unit 3, BOL Grading/Storm Revisions, Lots 240-241	1.00	LS	\$ 5,340.00	\$ 5,340.00			1.00	100.00%	\$ -	\$ 5,340.00	\$ 5,340.00
2100	Unit 4, Deduct Price for Retaining Wall	1.00	LS	\$ (19,170.00)	\$ (19,170.00)			1.00	100.00%	\$ -	\$ (19,170.00)	\$ (19,170.00)
7014	Unit 4, Add 8" Water, Stub to Rear of Amenity	1.00	LS	\$ 4,426.30	\$ 4,426.30			1.00	100.00%	\$ -	\$ 4,426.30	\$ 4,426.30
1112	Unit 4, Export Stockpile In Unit 5 to Unit 6	18,315.00	CY	\$ 2.00	\$ 36,630.00			18,315.00	100.00%	\$ -	\$ 36,630.00	\$ 36,630.00
3000	County Park, Add 15" HP Pipe, P41-P42	75.00	LF	\$ 47.65	\$ 3,573.75			75.00	100.00%	\$ -	\$ 3,573.75	\$ 3,573.75
3000	County Park, Add 15" MES, P42	1.00	EA	\$ 725.00	\$ 725.00			1.00	100.00%	\$ -	\$ 725.00	\$ 725.00
3000	County Park, Add Type C Inlet (0-6), P41	1.00	EA	\$ 1,895.00	\$ 1,895.00			1.00	100.00%	\$ -	\$ 1,895.00	\$ 1,895.00
CHANGE ORDER #013 - Misc Changes					\$ 76,667.95				100.00%	\$ -	\$ 76,667.95	\$ 76,667.95
CO #06, ODP Materials Balance (PO's #01-07)					\$ 207,817.13	1.00	1.00	100.00%	\$ 207,817.13	\$ -	\$ 207,817.13	
Bid Allowances, Credit					\$ (90,870.09)	1.00	1.00	100.00%	\$ (90,870.09)	\$ -	\$ (90,870.09)	
County Park, Edwards Rd sidewalk modifications					\$ 8,925.00	1.00	1.00	100.00%	\$ 8,925.00	\$ -	\$ 8,925.00	
Unit 1-2, Sidewalk Connector-Utility Easement					\$ 14,135.00	1.00	1.00	100.00%	\$ 14,135.00	\$ -	\$ 14,135.00	
CHANGE ORDER #014 - ODP, Allowance Credit, Sidewalk Modifications					\$ 140,007.04			100.00%	\$ 140,007.04	\$ -	\$ 140,007.04	

County Park

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Contract Price	Qty. Installed This Month	Prev Qty	Qty. Installed to Date	Billing This Month	Prev Billings	Completed To Date	% Complete
00100	General Conditions	1.00	Lump Sum	\$15,505.64	\$15,505.64	0.02	0.98	1.00	\$ 310.11	\$ 15,195.53	\$ 15,505.64	100%
00100	Construction Entrance	1.00	Each	\$4,408.70	\$4,408.70	1.00	1.00	1.00	\$ -	\$ 4,408.70	\$ 4,408.70	100%
GENERAL CONDITIONS					\$19,914.34				\$ 310.11	\$ 19,604.23	\$ 19,914.34	100%
00200	Payment & Performance Bonds	1.00	Lump Sum	\$11,417.10	\$11,417.10	1.00	1.00	1.00	\$ -	\$ 11,417.10	\$ 11,417.10	100%
BONDS					\$11,417.10				\$ -	\$ 11,417.10	\$ 11,417.10	100%
00300	NPDES Permit Compliance	1.00	Lump Sum	\$6,425.02	\$6,425.02	0.02	0.98	1.00	\$ 128.50	\$ 6,296.52	\$ 6,425.02	100%
00300	NPDES Permit Fee	1.00	Each	\$8,001.94	\$8,001.94	1.00	1.00	1.00	\$ -	\$ 8,001.94	\$ 8,001.94	100%
00300	Maintain Silt Fence	12,885.00	Linear Feet	\$1.67	\$21,517.95		12,885.00	12,885.00	\$ -	\$ 21,517.95	\$ 21,517.95	100%
NPDES					\$35,944.91				\$ 128.50	\$ 35,816.41	\$ 35,944.91	100%
00400	Surveying	1.00	Lump Sum	\$14,456.70	\$14,456.70	1.00	1.00	1.00	\$ -	\$ 14,456.70	\$ 14,456.70	100%
SURVEY					\$14,456.70				\$ -	\$ 14,456.70	\$ 14,456.70	100%
00500	As Builts - P&D	1.00	Lump Sum	\$3,614.20	\$3,614.20	0.20	0.80	1.00	\$ 722.84	\$ 2,891.36	\$ 3,614.20	100%
00500	As Builts - Utilities	1.00	Lump Sum	\$7,228.40	\$7,228.40	0.10	0.90	1.00	\$ 722.84	\$ 6,505.56	\$ 7,228.40	100%
AS-BUILTS					\$10,842.60				\$ 1,445.68	\$ 9,396.92	\$ 10,842.60	100%
00600	Silt Fence Type III (Regular)	12,885.00	Linear Feet	\$0.89	\$11,467.65		12,885.00	12,885.00	\$ -	\$ 11,467.65	\$ 11,467.65	100%
00600	Inlet Protection	20.00	Each	\$166.71	\$3,334.20		20.00	20.00	\$ -	\$ 3,334.20	\$ 3,334.20	100%
EROSION CONTROL					\$14,801.85				\$ -	\$ 14,801.85	\$ 14,801.85	100%
00700	Maintenance of Traffic- Edwards Road	1.00	Lump Sum	\$3,789.58	\$3,789.58	1.00	1.00	1.00	\$ -	\$ 3,789.58	\$ 3,789.58	100%
MOT					\$3,789.58				\$ -	\$ 3,789.58	\$ 3,789.58	100%
00800	Demo Sidewalks & Conc. Drives	2,500.00	Square Feet	\$1.79	\$4,475.00		2,500.00	2,500.00	\$ -	\$ 4,475.00	\$ 4,475.00	100%
00800	Mill Existing Asphalt	1,400.00	Square Yard	\$3.33	\$4,662.00		1,400.00	1,400.00	\$ -	\$ 4,662.00	\$ 4,662.00	100%
00800	Sawcut Asphalt	105.00	Linear Feet	\$4.75	\$499.80		105.00	105.00	\$ -	\$ 499.80	\$ 499.80	100%
DEMO					\$9,636.80				\$ -	\$ 9,636.80	\$ 9,636.80	100%
00900	Clearing	24.00	Acre	\$4,723.20	\$113,356.80		24.00	24.00	\$ -	\$ 113,356.80	\$ 113,356.80	100%
CLEAR/GRUB					\$113,356.80				\$ -	\$ 113,356.80	\$ 113,356.80	100%
01000	Dewater for Pond	35,794.00	Cubic Yard	\$0.58	\$20,760.52		35,794.00	35,794.00	\$ -	\$ 20,760.52	\$ 20,760.52	100%
01000	Pond Excavation	35,794.00	Cubic Yard	\$2.70	\$96,643.80		35,794.00	35,794.00	\$ -	\$ 96,643.80	\$ 96,643.80	100%
POND EXCAVATION					\$117,404.32				\$ -	\$ 117,404.32	\$ 117,404.32	100%
01100	Strip Topsoil	23,540.00	Cubic Yard	\$2.80	\$65,912.00		23,540.00	23,540.00	\$ -	\$ 65,912.00	\$ 65,912.00	100%
01100	Bury in Pond	23,540.00	Cubic Yard	\$1.79	\$42,136.60		23,540.00	23,540.00	\$ -	\$ 42,136.60	\$ 42,136.60	100%
01100	Place & Compact Fill	57,103.00	Cubic Yard	\$1.24	\$70,807.72		57,103.00	57,103.00	\$ -	\$ 70,807.72	\$ 70,807.72	100%
01100	Earthwork Density Testing	1.00	Lump Sum	\$9,780.16	\$9,780.16	1.00	1.00	1.00	\$ -	\$ 9,780.16	\$ 9,780.16	100%
01100	Haul Fill From Three Rivers Site	21,309.00	Cubic Yard	\$3.19	\$67,975.71		21,309.00	21,309.00	\$ -	\$ 67,975.71	\$ 67,975.71	100%
01100	Final Dressout	91,917.00	Square Yard	\$0.77	\$70,776.09		91,917.00	91,917.00	\$ -	\$ 70,776.09	\$ 70,776.09	100%
01100	Dress Behind Electric Contractor	1.00	Lump Sum	\$5,289.34	\$5,289.34	1.00	0.00	1.00	\$ 5,289.34	\$ -	\$ 5,289.34	100%
EARTHWORK					\$332,677.62				\$ 5,289.34	\$ 327,388.28	\$ 332,677.62	100%
01200	Pond Sod	6,313.00	Square Yard	\$2.44	\$15,403.72		6,313.00	6,313.00	\$ -	\$ 15,403.72	\$ 15,403.72	100%
01200	Edwards Road Right of Way Sod - Offsite	5,160.00	Square Yard	\$2.50	\$12,900.00		5,160.00	5,160.00	\$ -	\$ 12,900.00	\$ 12,900.00	100%
GRASSING					\$28,303.72				\$ -	\$ 28,303.72	\$ 28,303.72	100%
01300	Subgrade for Sidewalk	900.00	Square Yard	\$3.16	\$2,844.00		900.00	900.00	\$ -	\$ 2,844.00	\$ 2,844.00	100%
01300	Subsoil Stabilization	8,860.00	Square Yard	\$7.51	\$66,538.60		8,860.00	8,860.00	\$ -	\$ 66,538.60	\$ 66,538.60	100%
STABILIZATION					\$69,382.60				\$ -	\$ 69,382.60	\$ 69,382.60	100%
01400	6" Limerock	5,900.00	Square Yard	\$12.55	\$76,405.00		5,900.00	5,900.00	\$ -	\$ 76,405.00	\$ 76,405.00	100%
BASE					\$76,405.00				\$ -	\$ 76,405.00	\$ 76,405.00	100%
01500	1" Asphalt Pavement Overlay	1,400.00	Square Yard	\$7.22	\$10,108.00		1,400.00	1,400.00	\$ -	\$ 10,108.00	\$ 10,108.00	100%
01500	1 1/2" Asphalt Pavement - Park 1 Lift / SP9.5	5,900.00	Square Yard	\$8.77	\$51,743.00		5,900.00	5,900.00	\$ -	\$ 51,743.00	\$ 51,743.00	100%
01500	Prime Limerock	5,900.00	Square Yard	\$0.56	\$3,304.00		5,900.00	5,900.00	\$ -	\$ 3,304.00	\$ 3,304.00	100%
ASPHALT					\$65,155.00				\$ -	\$ 65,155.00	\$ 65,155.00	100%
01700	Striping & Signs	1.00	Lump Sum	\$6,123.70	\$6,123.70	1.00	1.00	1.00	\$ -	\$ 6,123.70	\$ 6,123.70	100%
STRIPING & SIGNS					\$6,123.70				\$ -	\$ 6,123.70	\$ 6,123.70	100%
01800	18" Miami Curb & Gutter - Park	2,460.00	Linear Feet	\$8.84	\$21,746.40		2,460.00	2,460.00	\$ -	\$ 21,746.40	\$ 21,746.40	100%
01800	Ribbon Curb - Park	100.00	Linear Feet	\$14.68	\$1,468.00		100.00	100.00	\$ -	\$ 1,468.00	\$ 1,468.00	100%
01800	24" Curb & Gutter - Park	90.00	Linear Feet	\$28.43	\$2,558.70		90.00	90.00	\$ -	\$ 2,558.70	\$ 2,558.70	100%
CURB					\$25,773.10				\$ -	\$ 25,773.10	\$ 25,773.10	100%
02000	8' Sidewalk	21,390.00	Square Feet	\$3.92	\$83,848.80		21,390.00	21,390.00	\$ -	\$ 83,848.80	\$ 83,848.80	100%
02000	6' Sidewalk	8,670.00	Square Feet	\$3.92	\$33,986.40		8,670.00	8,670.00	\$ -	\$ 33,986.40	\$ 33,986.40	100%
02000	A.D.A. Handicap Ramps	15.00	Each	\$166.71	\$2,500.65		15.00	15.00	\$ -	\$ 2,500.65	\$ 2,500.65	100%
02000	A.D.A. Mats	540.00	Square Feet	\$29.44	\$15,897.60		540.00	540.00	\$ -	\$ 15,897.60	\$ 15,897.60	100%
02000	Turn Down For Sidewalk	305.00	Linear Feet	\$9.56	\$2,915.80		305.00	305.00	\$ -	\$ 2,915.80	\$ 2,915.80	100%
SIDEWALKS					\$139,149.25				\$ -	\$ 139,149.25	\$ 139,149.25	100%
03000	Dewater Storm Drain	600.00	Linear Feet	\$18.12	\$10,872.00		600.00	600.00	\$ -	\$ 10,872.00	\$ 10,872.00	100%
03000	Storm Structures (All types)	15.00	Each	\$2,386.43	\$35,796.42		15.00	15.00	\$ -	\$ 35,796.42	\$ 35,796.42	100%
03000	Storm Inverts	14.00	Each	\$458.16	\$6,414.24		14.00	14.00	\$ -	\$ 6,414.24	\$ 6,414.24	100%
03000	Underdrain Stubs from Inlets	560.00	Linear Feet	\$27.62	\$15,467.20		560.00	560.00	\$ -	\$ 15,467.20	\$ 15,467.20	100%
03000	MES (All sizes)	9.00	Each	\$1,027.42	\$9,246.82		9.00	9.00	\$ -	\$ 9,246.82	\$ 9,246.82	100%
03000	Storm Pipe (All sizes)	1,944.00	Linear Feet	\$57.68	\$112,121.04		1,944.00	1,944.00	\$ -	\$ 112,121.04	\$ 112,121.04	100%
03000	Concrete Wier Structure & Headwall	2.00	Each	\$6,280.99	\$33,460.08	3.33	2.00	5.33	\$ 20,898.10	\$ 12,561.98	\$ 33,460.08	100%
03000	Rip Rap	3.00	Ton	\$352.87	\$1,058.61	3.00	3.00	3.00	\$ -	\$ 1,058.61	\$ 1,058.61	100%
03000	Punch Out Storm Drain	1,944.00	Linear Feet	\$1.65	\$3,207.60		1,944.00	1,944.00	\$ -	\$ 3,207.60	\$ 3,207.60	100%
03000	TV Storm Drain	1,944.00	Linear Feet	\$4.44	\$8,631.36		1,944.00	1,944.00	\$ -	\$ 8,631.36	\$ 8,631.36	100%
STORM DRAINAGE					\$236,275.37				\$ 20,898.10	\$ 215,377.27	\$ 236,275.37	100%
05000	Dewater Lift Station 12-14'	1.00	Lump Sum	\$19,907.56	\$19,907.56	1.00	1.00	1.00	\$ -	\$ 19,907.56	\$ 19,907.56	100%
05000	Lift Station 12-14'	1.00	Each	\$49,682.04	\$49,682.04	1.00	1.00	1.00	\$ -	\$ 49,682.04	\$ 49,682.04	100%
05000	Pump Out Box and Ass.	1.00	Each	\$4,685.58	\$4,685.58	1.00	1.00	1.00	\$ -	\$ 4,685.58	\$ 4,685.58	100%
LIFT STATION					\$74,275.18				\$ -	\$ 74,275.18	\$ 74,275.18	100%
06000	4" PVC DR18 Force Main	1,515.00	Each	\$14.23	\$21,555.14		1,515.00	1,515.00	\$ -	\$ 21,555.14	\$ 21,555.14	100%
06000	Directional Drill 6" HDPE	80.00	Linear Feet	\$100.22	\$8,017.60		80.00	80.00	\$ -	\$ 8,017.60	\$ 8,017.60	100%
06000	4" Gate Valve	4.00	Each	\$783.79	\$3,175.80	0.81	4.00	4.81	\$ 635.64	\$ 3,135.16	\$ 3,770.80	100%
06000	Core & Line Ex. Manhole	1.00	Each	\$11,848.12	\$11,848.12	1.00	1.00	1.00	\$ -	\$ 11,848.12	\$ 11,848.12	100%
06000	Case X & Flowable Fill Repair for Force Main	100.00	Square Yard	\$222.26	\$22,226.00		100.00	100.00	\$ -	\$ 22,226.00	\$ 22,226.00	100%
06000	Locate Wire Box	5.00	Each	\$337.30	\$1,686.50		5.00	5.00	\$ -	\$ 1,686.50	\$ 1,686.5	

County Park

Division Code	Description	Pay Quantity	Unit of Measure	Unit Price	Contract Price	Qty. Installed This Month	Prev Qty	Qty. Installed to Date	Billing This Month	Prev Billings	Completed To Date	% Complete
06000	Locate Wire Test for Force Main	1,595.00	Linear Feet	\$0.56	\$893.20		1,595.00	1,595.00	\$ -	\$ 893.20	\$ 893.20	100%
06000	Pressure Test for Force Main	1,595.00	Linear Feet	\$1.84	\$2,934.80		1,595.00	1,595.00	\$ -	\$ 2,934.80	\$ 2,934.80	100%
FORCE MAIN									\$ 1,951.52	\$ 73,612.40	\$ 75,563.91	100%
07000	DR18 PVC Water Main (All sites)	2,760.00	Linear Feet	\$33.33	\$91,998.91		2,760.00	2,760.00	\$ -	\$ 91,998.91	\$ 91,998.91	100%
07000	Directional Drill 10" HDPE	70.00	Linear Feet	\$167.57	\$11,729.90		70.00	70.00	\$ -	\$ 11,729.90	\$ 11,729.90	100%
07000	2" RPZ Backflow Preventer	1.00	Each	\$1,996.56	\$1,996.56		1.00	1.00	\$ -	\$ 1,996.56	\$ 1,996.56	100%
07000	1.5" RPZ Backflow Preventer	2.00	Each	\$1,624.76	\$3,249.52		2.00	2.00	\$ -	\$ 3,249.52	\$ 3,249.52	100%
07000	Gate Valve (All sites)	9.00	Each	\$2,046.17	\$18,415.54		9.00	9.00	\$ -	\$ 18,415.54	\$ 18,415.54	100%
07000	Sample Point	3.00	Each	\$242.16	\$726.48		3.00	3.00	\$ -	\$ 726.48	\$ 726.48	100%
07000	Locate Wire Box	5.00	Each	\$337.30	\$1,686.50		5.00	5.00	\$ -	\$ 1,686.50	\$ 1,686.50	100%
07000	Meter box	3.00	Each	\$277.83	\$833.49		3.00	3.00	\$ -	\$ 833.49	\$ 833.49	100%
07000	Flushing Hydrant	4.00	Each	\$1,565.27	\$6,261.08		4.00	4.00	\$ -	\$ 6,261.08	\$ 6,261.08	100%
07000	Fire Hydrant	2.00	Each	\$2,384.25	\$4,768.50		2.00	2.00	\$ -	\$ 4,768.50	\$ 4,768.50	100%
07000	2" Irrigation Service	1.00	Each	\$644.86	\$644.86		1.00	1.00	\$ -	\$ 644.86	\$ 644.86	100%
07000	1.5" Single Water Service	1.00	Each	\$634.82	\$634.82		1.00	1.00	\$ -	\$ 634.82	\$ 634.82	100%
07000	1.5" Irrigation Service	1.00	Each	\$1,269.18	\$1,269.18		1.00	1.00	\$ -	\$ 1,269.18	\$ 1,269.18	100%
07000	Punch Out for Water Main	2,830.00	Linear Feet	\$1.65	\$4,669.50	1415.00	1,415.00	2,830.00	\$ 2,334.75	\$ 2,334.75	\$ 4,669.50	100%
07000	Flushing & BT's for Water Main	2,830.00	Linear Feet	\$0.83	\$2,348.90		2,830.00	2,830.00	\$ -	\$ 2,348.90	\$ 2,348.90	100%
07000	Locate Wire Test for Water Main	2,830.00	Linear Feet	\$0.51	\$1,443.30		2,830.00	2,830.00	\$ -	\$ 1,443.30	\$ 1,443.30	100%
07000	Pressure Test for Water Main	2,830.00	Linear Feet	\$1.84	\$5,207.20		2,830.00	2,830.00	\$ -	\$ 5,207.20	\$ 5,207.20	100%
WATER MAIN									\$ 2,334.75	\$ 155,549.49	\$ 157,884.24	100%
09000	8" DR18 PVC Reuse Main	1,900.00	Linear Feet	\$19.93	\$37,875.18		1,900.00	1,900.00	\$ -	\$ 37,875.18	\$ 37,875.18	100%
09000	8" Gate Valve	2.00	Each	\$1,437.74	\$3,193.30	0.22	2.00	2.22	\$ 317.82	\$ 2,875.48	\$ 3,193.30	100%
09000	Flushing Hydrant	1.00	Each	\$1,565.27	\$1,565.27		1.00	1.00	\$ -	\$ 1,565.27	\$ 1,565.27	100%
09000	Punch Out for Reuse Main	1,900.00	Linear Feet	\$1.65	\$3,135.00	950.00	950.00	1,900.00	\$ 1,567.50	\$ 1,567.50	\$ 3,135.00	100%
09000	Flushing for Reuse Main	1,900.00	Linear Feet	\$0.83	\$1,577.00		1,900.00	1,900.00	\$ -	\$ 1,577.00	\$ 1,577.00	100%
09000	Locate Wire Test for Reuse Main	1,900.00	Linear Feet	\$0.56	\$1,064.00		1,900.00	1,900.00	\$ -	\$ 1,064.00	\$ 1,064.00	100%
09000	Pressure Test for Reuse Main	1,900.00	Linear Feet	\$1.84	\$3,496.00		1,900.00	1,900.00	\$ -	\$ 3,496.00	\$ 3,496.00	100%
REUSE									\$ 1,885.32	\$ 50,020.43	\$ 51,905.75	100%
BASE BID TOTALS									\$34,243.32	\$1,656,196.12	\$1,690,439.44	100%
11000	2.5" Irrigation Sleeves	500.00	Linear Feet	\$7.07	\$3,535.00		50.00	50.00	\$ -	\$ 353.50	\$ 353.50	10%
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		945.00	945.00	\$ -	\$ 8,627.85	\$ 8,627.85	189%
11000	6" Irrigation Sleeves	500.00	Linear Feet	\$13.09	\$6,545.00		220.00	220.00	\$ -	\$ 2,879.80	\$ 2,879.80	44%
SLEEVES ALLOWANCE									\$ -	\$ 11,861.15	\$ 11,861.15	63%
1200	FPL Allowance	1.00	Lump Sum	\$25,000.00	\$25,000.00	1.00	0.00	1.00	\$ 25,000.00	\$ -	\$ 25,000.00	100%
ELECTRICAL ALLOWANCE									\$ 25,000.00	\$ -	\$ 25,000.00	100%
UNIT TOTALS W/ALLOWANCES									\$59,243.32	\$1,668,057.27	\$1,727,300.59	100%

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

The undersigned lienor, upon payment from the lienee, of the sum of \$236,637.14, 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 September 30, 2022 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#: 8350-28 REV1 - 2019-37 - 8353-28 REV1 - 2019-60

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: October 3, 2022

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 3rd day of October 2022 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

6BXXIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 159**

**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: 159
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
449 Center Street
Green Cove Springs, FL 32043
- (3) Amount Payable: \$134,411.99
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Phase 1B, Unit 10 - Application for Payment #1 (October 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
2021 B South Assessment Area
- (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.

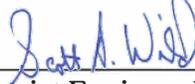
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer Date:

November 4, 2022

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: 10/28/22

Period To: 10/31/2022

Invoice #: 8416

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

VCC Project #: 2022-69

Application #: 1

Attn.: Scott Wild

**Project Description: Tributary Phase 1B, Unit 10
Nassau County, FL**

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-
REVISED CONTRACT AMOUNT.....	\$	9,795,007.44
PERCENTAGE COMPLETE.....	1.44%	
WORK COMPLETE TO DATE.....	\$	141,486.30
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	141,486.30
LESS RETAINAGE.....	\$	7,074.32
TOTAL EARNED LESS RETAINAGE.....	\$	134,411.99
LESS PREVIOUS BILLINGS.....	\$	-
CURRENT DUE.....	\$	134,411.99

Account Summary:	Sales This Period	Sales To Date
Gross:	141,486.30	141,486.30
Retainage:	7,074.32	7,074.32
Net:	134,411.99	134,411.99



Pay App # 8416-1

TO: Three Rivers CDD

PROJECT: Tributary Phase 1B, Unit 10
Nassau County, FL

APPLICATION NO: -1

PERIOD TO: 10/31/22

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: 2022-69

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		
TOTALS			
Net change by Change Orders			

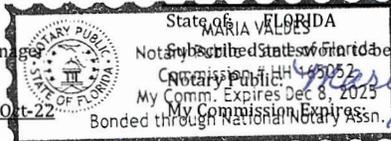
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM.....	\$	9,795,007.44
2. Net change by Change Orders.....	\$	
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	9,795,007.44
4. TOTAL COMPLETED & STORED TO DATE.....	\$	141,486.30
(Column G on G703)		
5. RETAINAGE:		
a. 5 % of Completed Work \$		7,074.32
(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).....	\$	7,074.32
6. TOTAL EARNED LESS RETAINAGE.....	\$	134,411.99
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	
8. CURRENT PAYMENT DUE.....	\$	134,411.99
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	9,660,595.45
(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: Vallencourt Construction Co., Inc., Tim Gaddis, Project Manager

By: *Tim Gaddis* Date: 27-Oct-22



State of FLORIDA County of: CLAY
Subscribed and sworn to before me this 27th day of October, 2022

Notary Public: *Maria Valdes*
My Comm. Expires Dec 8, 2025
My Commission Expires: *12/8/25*

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.....\$ 134,411.99

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

ENGINEER

By: *Scott A. Wald* Date: 11/4/2022

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
Tributary Phase 1B, Unit 10
Nassau County, FL**

APPLICATION NUMBER:

8416-1

APPLICATION DATE:

10/28/22

PERIOD TO:

10/31/22

VCC PROJECT #:

2022-69

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
			UNIT 10						
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 276,007.57	\$ -	\$ 129,002.91		\$ 129,002.91	47%	\$ 147,004.66	\$ 6,450.15
2.	NDPES	\$ 40,619.92	\$ -	\$ 2,501.28		\$ 2,501.28	6%	\$ 38,118.64	\$ 125.06
3.	SURVEY & AS-BUILTS	\$ 62,369.53	\$ -	\$ 1,983.11		\$ 1,983.11	3%	\$ 60,386.42	\$ 99.16
4.	EROSION CONTROL	\$ 8,176.79	\$ -	\$ 7,999.00		\$ 7,999.00	98%	\$ 177.79	\$ 399.95
5.	MOT	\$ 7,466.93	\$ -	\$ -		\$ -		\$ 7,466.93	\$ -
6.	POND EXCAVATION	\$ 1,202,165.34	\$ -	\$ -		\$ -		\$ 1,202,165.34	\$ -
7.	EARTHWORK	\$ 1,783,173.28	\$ -	\$ -		\$ -		\$ 1,783,173.28	\$ -
8.	GRASSING	\$ 156,445.85	\$ -	\$ -		\$ -		\$ 156,445.85	\$ -
9.	SUBSOIL STABILIZATION	\$ 252,182.50	\$ -	\$ -		\$ -		\$ 252,182.50	\$ -
10.	BASE	\$ 428,639.70	\$ -	\$ -		\$ -		\$ 428,639.70	\$ -
11.	ASPHALT	\$ 173,815.20	\$ -	\$ -		\$ -		\$ 173,815.20	\$ -
12.	STRIPING & SIGNAGE	\$ 19,624.97	\$ -	\$ -		\$ -		\$ 19,624.97	\$ -
13.	CONCRETE	\$ 217,494.80	\$ -	\$ -		\$ -		\$ 217,494.80	\$ -
14.	HARDSCAPE	\$ 278,177.70	\$ -	\$ -		\$ -		\$ 278,177.70	\$ -
15.	STORM DRAINAGE	\$ 1,065,594.50	\$ -	\$ -		\$ -		\$ 1,065,594.50	\$ -
16.	GRAVITY SEWER	\$ 907,018.51	\$ -	\$ -		\$ -		\$ 907,018.51	\$ -
17.	LIFT STATION	\$ 747,356.24	\$ -	\$ -		\$ -		\$ 747,356.24	\$ -
18.	FORCE MAIN	\$ 238,230.69	\$ -	\$ -		\$ -		\$ 238,230.69	\$ -
19.	WATER MAIN	\$ 842,878.47	\$ -	\$ -		\$ -		\$ 842,878.47	\$ -
20.	REUSE MAIN	\$ 729,723.95	\$ -	\$ -		\$ -		\$ 729,723.95	\$ -
21.	ELECTRICAL	\$ 150,000.00	\$ -	\$ -		\$ -		\$ 150,000.00	\$ -
22.	SLEEVING UNDER PAVEMENT	\$ 207,845.00	\$ -	\$ -		\$ -		\$ 207,845.00	\$ -
	TOTALS----->	\$ 9,795,007.44	\$ -	\$ 141,486.30	\$ -	\$ 141,486.30	1.44%	\$ 9,653,521.14	\$ 7,074.32

TRIBUTARY PHASE 1B, UNIT 10 - 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	\$151,763.53	\$151,763.53	0.06		0.06	\$ 9,105.81	\$ -	\$ 9,105.81	6%
104.01	Construction Entrance	1.00	EACH	\$4,346.94	\$4,346.94			0.00	\$ -	\$ -	\$ -	0%
201	Payment & Performance Bonds	1.00	LS	\$119,897.10	\$119,897.10	1.00		1.00	\$ 119,897.10	\$ -	\$ 119,897.10	100%
MOBILIZATION & GENERAL CONDITIONS					\$276,007.57				\$129,002.91	\$0.00	\$129,002.91	47%
300	NPDES Permit Compliance	16	MO	\$624.21	\$9,987.36	1.00		1.00	\$ 624.21	\$ -	\$ 624.21	6%
303	Maintain Silt Fence	8,420	LF	\$1.78	\$14,987.60	505.20		505.20	\$ 899.26	\$ -	\$ 899.26	6%
304	NPDES Reporting	16	MO	\$977.81	\$15,644.96	1.00		1.00	\$ 977.81	\$ -	\$ 977.81	6%
NPDES					\$40,619.92				\$2,501.28	\$0.00	\$2,501.28	6%
400	Surveying	1	LS	\$33,051.88	\$33,051.88	0.06		0.06	\$ 1,983.11	\$ -	\$ 1,983.11	6%
500	As Built	1	LS	\$29,317.65	\$29,317.65			0.00	\$ -	\$ -	\$ -	0%
SURVEY & AS-BUILTS					\$62,369.53				\$1,983.11	\$0.00	\$1,983.11	3%
601	Silt Fence Type III (Regular)	8,420	LF	\$0.95	\$7,999.00	8,420.00		8,420.00	\$ 7,999.00	\$ -	\$ 7,999.00	100%
608	Inlet Protection	1	EACH	\$177.79	\$177.79			0.00	\$ -	\$ -	\$ -	0%
EROSION CONTROL					\$8,176.79				\$7,999.00	\$0.00	\$7,999.00	98%
700	Maintenance Of Traffic	1.00	LS	\$7,466.93	\$7,466.93			0.00	\$ -	\$ -	\$ -	0%
MOT					\$7,466.93				\$0.00	\$0.00	\$0.00	0%
1001	Dewater for Pond	222,162	CY	\$0.94	\$208,832.28			0.00	\$ -	\$ -	\$ -	0%
1000	Pond Excavation	222,162	CY	\$4.38	\$973,069.56			0.00	\$ -	\$ -	\$ -	0%
1007	Cutoff Wall	1,975	LF	\$10.26	\$20,263.50			0.00	\$ -	\$ -	\$ -	0%
POND EXCAVATION					\$1,202,165.34				\$0.00	\$0.00	\$0.00	0%
1104	Strip Topsoil	46,778	CY	\$3.73	\$174,481.94			0.00	\$ -	\$ -	\$ -	0%
1105	Bury Strippings and Unsuitables in Pond	81,733	CY	\$6.47	\$528,812.51			0.00	\$ -	\$ -	\$ -	0%
1104	Demuck Box Culvert Area	275	CY	\$10.07	\$2,769.25			0.00	\$ -	\$ -	\$ -	0%
1109	Place & Compact Fill	206,987	CY	\$2.06	\$426,393.22			0.00	\$ -	\$ -	\$ -	0%
1114	Remove / Replace Unsuitables	15,175	CY	\$31.17	\$473,075.85			0.00	\$ -	\$ -	\$ -	0%
1115	Fine Grade Lots	100,903	SY	\$0.87	\$87,785.61			0.00	\$ -	\$ -	\$ -	0%
1118	Final Dressout	25,316	SY	\$0.78	\$19,746.48			0.00	\$ -	\$ -	\$ -	0%
1119	Dress Behind Electric Contractor	1	LS	\$18,102.53	\$18,102.53			0.00	\$ -	\$ -	\$ -	0%
1120	Dress Behind Retaining Wall Contractor	1	LS	\$16,449.10	\$16,449.10			0.00	\$ -	\$ -	\$ -	0%
1110	Earthwork Density Testing	1	LS	\$35,556.79	\$35,556.79			0.00	\$ -	\$ -	\$ -	0%
EARTHWORK					\$1,783,173.28				\$0.00	\$0.00	\$0.00	0%
1203	Sod - Pond	23,266	SY	\$2.96	\$68,867.36			0.00	\$ -	\$ -	\$ -	0%
1205	Sod - BOC	1,535	SY	\$2.96	\$4,543.60			0.00	\$ -	\$ -	\$ -	0%
1201	Sod - Misc Site	6,532	SY	\$2.96	\$19,334.72			0.00	\$ -	\$ -	\$ -	0%
1206	Seed and Mulch - ROW	17,585	SY	\$0.53	\$9,320.05			0.00	\$ -	\$ -	\$ -	0%
1202	Seed and Mulch - Misc. Site	2,700	SY	\$0.53	\$1,431.00			0.00	\$ -	\$ -	\$ -	0%
1207	Seed and Mulch - Lots	99,904	SY	\$0.53	\$52,949.12			0.00	\$ -	\$ -	\$ -	0%
GRASSING					\$156,445.85				\$0.00	\$0.00	\$0.00	0%
1302	Subgrade for Sidewalk	835.00	SY	\$4.33	\$3,615.55			0.00	\$ -	\$ -	\$ -	0%
1304	Subsoil Stabilization	20,625	SY	\$12.05	\$248,566.95			0.00	\$ -	\$ -	\$ -	0%
SUBSOIL STABILIZATION					\$252,182.50				\$0.00	\$0.00	\$0.00	0%
1406	4" Base (MUP)	870	SY	\$19.95	\$17,356.50			0.00	\$ -	\$ -	\$ -	0%
1407	6" Base (LD Pavement)	8,385	SY	\$20.33	\$170,441.10			0.00	\$ -	\$ -	\$ -	0%
1408	8" Base (HD Pavement)	8,835	SY	\$27.26	\$240,842.10			0.00	\$ -	\$ -	\$ -	0%
BASE					\$428,639.70				\$0.00	\$0.00	\$0.00	0%
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	17,175	SY	\$8.97	\$154,059.75			0.00	\$ -	\$ -	\$ -	0%
1503	1" Asphalt Pavement SP 9.5 (MUP)	870	SY	\$10.47	\$9,108.90			0.00	\$ -	\$ -	\$ -	0%
1517	Prime Limerock	18,045	SY	\$0.59	\$10,646.55			0.00	\$ -	\$ -	\$ -	0%
ASPHALT					\$173,815.20				\$0.00	\$0.00	\$0.00	0%
1700	Striping & Signs	1	LS	\$19,624.97	\$19,624.97			0.00	\$ -	\$ -	\$ -	0%
STRIPING & SIGNAGE					\$19,624.97				\$0.00	\$0.00	\$0.00	0%
1800	Curb & Gutter (All types)	10,380	LF	\$16.03	\$166,347.00			0.00	\$ -	\$ -	\$ -	0%
2000	Sidewalks	7,510	SF	\$5.01	\$37,625.10			0.00	\$ -	\$ -	\$ -	0%
2005	A.D.A. Handicap Ramps	10	EACH	\$1,352.27	\$13,522.70			0.00	\$ -	\$ -	\$ -	0%
CONCRETE					\$217,494.80				\$0.00	\$0.00	\$0.00	0%
2103	Keystone Retaining Wall	6,230	SF	\$33.47	\$208,518.10			0.00	\$ -	\$ -	\$ -	0%
2103	Keystone Wall For 60" Pipe Crossing	1,064	SF	\$42.75	\$45,486.00			0.00	\$ -	\$ -	\$ -	0%
2106	Handrail for Retaining Walls	410	LF	\$58.96	\$24,173.60			0.00	\$ -	\$ -	\$ -	0%
HARDSCAPE					\$278,177.70				\$0.00	\$0.00	\$0.00	0%
3003	Dewater Storm Drain	2,390	LF	\$21.89	\$52,317.10			0.00	\$ -	\$ -	\$ -	0%
3000	Storm Drainage Installed (All pipe/structures)	3,816	LF	\$203.14	\$775,164.04			0.00	\$ -	\$ -	\$ -	0%
3140.06	60" Pipe Crossing (In Lieu Of Box Culvert)	324	LF	\$650.00	\$210,600.00			0.00	\$ -	\$ -	\$ -	0%
3280	TV Storm Drain	3,816	LF	\$4.74	\$18,087.84			0.00	\$ -	\$ -	\$ -	0%
3279	Punch Out Storm Drain	3,816	LF	\$2.47	\$9,425.52			0.00	\$ -	\$ -	\$ -	0%
STORM DRAINAGE					\$1,065,594.50				\$0.00	\$0.00	\$0.00	0%
4003	Dewater Gravity Sewer	4,686	LF	\$22.61	\$105,950.46			0.00	\$ -	\$ -	\$ -	0%
4000	Gravity Sewer Installed (All sizes/depths)	6,313	LF	\$98.80	\$623,720.04			0.00	\$ -	\$ -	\$ -	0%
4145	Sewer Services	126	EACH	\$1,046.28	\$131,831.28			0.00	\$ -	\$ -	\$ -	0%
4146	TV Test Sewer Main	6,313	LF	\$4.74	\$29,923.62			0.00	\$ -	\$ -	\$ -	0%
4144	Punch Out Sewer	6,313	LF	\$2.47	\$15,593.11			0.00	\$ -	\$ -	\$ -	0%
GRAVITY SEWER					\$907,018.51				\$0.00	\$0.00	\$0.00	0%
5003	Dewater Lift Station	1	LS	\$49,228.25	\$49,228.25			0.00	\$ -	\$ -	\$ -	0%
5017	Lift Station 22'-24" Class One (With Generator)	1	EACH	\$698,127.99	\$698,127.99			0.00	\$ -	\$ -	\$ -	0%
LIFT STATION					\$747,356.24				\$0.00	\$0.00	\$0.00	0%
6000	Force Main Installed (All sizes/types)	3,625	LF	\$53.51	\$193,966.29			0.00	\$ -	\$ -	\$ -	0%
6071	Air Release Valve Ass.	2	EACH	\$11,619.70	\$23,239.40			0.00	\$ -	\$ -	\$ -	0%
6185	Locate Wire Test for Force Main	3,625	LF	\$0.59	\$2,138.75			0.00	\$ -	\$ -	\$ -	0%
6186	Pressure Test for Force Main	3,625	LF	\$2.74	\$9,932.50			0.00	\$ -	\$ -	\$ -	0%
6183	Punch Out Force Main	3,625	LF	\$2.47	\$8,953.75			0.00	\$ -	\$ -	\$ -	0%
FORCE MAIN					\$238,230.69				\$0.00	\$0.00	\$0.00	0%

7000	Water Main Installed (All sizes/types)	5,365	LF	\$123.47	\$662,409.25			0.00	\$ -	\$ -	\$ -	0%
7000	Water Services	95	EACH	\$1,489.68	\$141,519.32			0.00	\$ -	\$ -	\$ -	0%
7248	Flushing & BT's for Water Main	5,365	LF	\$1.23	\$6,598.95			0.00	\$ -	\$ -	\$ -	0%
7249	Locate Wire Test For Water Main	5,365	LF	\$0.55	\$2,950.75			0.00	\$ -	\$ -	\$ -	0%
7250	Pressure Test for Water Main	5,365	LF	\$2.74	\$14,700.10			0.00	\$ -	\$ -	\$ -	0%
7246	Punch Out for Water Main	5,365	LF	\$2.74	\$14,700.10			0.00	\$ -	\$ -	\$ -	0%
WATER MAIN					\$842,878.47				\$0.00	\$0.00	\$0.00	0%
9000	Reuse Main Installed (All sizes/types)	5,305	LF	\$103.44	\$548,771.31			0.00	\$ -	\$ -	\$ -	0%
9000	Reuse Services	97	EACH	\$1,483.20	\$143,870.69			0.00	\$ -	\$ -	\$ -	0%
9240	Flushing for Reuse Main	5,305	LF	\$1.23	\$6,525.15			0.00	\$ -	\$ -	\$ -	0%
9241	Locate Wire Test For Reuse Main	5,305	LF	\$0.55	\$2,917.75			0.00	\$ -	\$ -	\$ -	0%
9242	Pressure Test for Reuse Main	5,305	LF	\$2.74	\$14,535.70			0.00	\$ -	\$ -	\$ -	0%
9239	Punch Out for Reuse Main	5,305	LF	\$2.47	\$13,103.35			0.00	\$ -	\$ -	\$ -	0%
REUSE MAIN					\$729,723.95				\$0.00	\$0.00	\$0.00	0%
10000	Electrical Allowance	1.00	LS	\$150,000.00	\$150,000.00			0.00	\$ -	\$ -	\$ -	0%
ELECTRICAL ALLOWANCE					\$150,000.00				\$0.00	\$0.00	\$0.00	0%
11001.02	Irrigation Sleeves, 2.5"	2,000.00	LF	\$17.34	\$34,680.00			0.00	\$ -	\$ -	\$ -	0%
11001.03	Irrigation Sleeves, 3"	2,500.00	LF	\$19.30	\$48,250.00			0.00	\$ -	\$ -	\$ -	0%
11001.04	Irrigation Sleeves, 4"	2,500.00	LF	\$22.83	\$57,075.00			0.00	\$ -	\$ -	\$ -	0%
11001.06	Irrigation Sleeves, 6"	2,000.00	LF	\$33.92	\$67,840.00			0.00	\$ -	\$ -	\$ -	0%
SLEEVING UNDER PAVEMENT					\$207,845.00				\$0.00	\$0.00	\$0.00	0%
ORIGINAL CONTRACT TOTALS					\$9,795,007.44				\$141,486.30	\$0.00	\$141,486.30	1.44%

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

The undersigned lienor, upon payment from the lienee, of the sum of \$134,411.99, 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 October 31, 2022 on the job of Three Rivers CDD to the following described property :

Project: Tributary Phase 1B, Unit 10
Location: Nassau County, FL
Invoice#: 8416-1

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: October 28, 2022

Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043
Phone: 904-291-9330

By: 

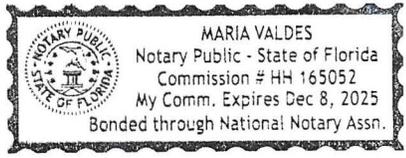
Printed Name: Tim Gaddis
Title: Project Manager

STATE OF : FLORIDA
COUNTY OF : CLAY

The foregoing instrument was acknowledged before me this 28th day of October 2022 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

6BXXIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 160**

**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: 160
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
449 Center Street
Green Cove Springs, FL 32043
- (3) Amount Payable: \$857,407.14
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Phase 1B, Unit 8- Application for Payment #1REV (October 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: 2021 B South Assessment Area
- (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.

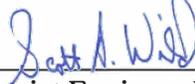
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer Date:

November 4, 2022

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: 10/27/22

Period To: 10/31/2022

Invoice #: 8420

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

VCC Project #: 2022-51

Application #: 1 Rev

Attn.: Scott Wild

**Project Description: Tributary Phase 1B, Unit 8
Nassau County, FL**

ORIGINAL CONTRACT AMOUNT.....	\$	6,720,808.90
CHANGE ORDERS TO DATE.....	\$	-
REVISED CONTRACT AMOUNT.....	\$	6,720,808.90
PERCENTAGE COMPLETE.....	13.43%	
WORK COMPLETE TO DATE.....	\$	902,533.83
STORED MATERIALS.....	\$	-
TOTAL COMPLETED & STORED.....	\$	902,533.83
LESS RETAINAGE.....	\$	45,126.69
TOTAL EARNED LESS RETAINAGE.....	\$	857,407.14
LESS PREVIOUS BILLINGS.....	\$	-
CURRENT DUE.....	\$	857,407.14

Account Summary:	Sales This Period	Sales To Date
Gross:	902,533.83	902,533.83
Retainage:	45,126.69	45,126.69
Net:	857,407.14	857,407.14



TO: Three Rivers CDD

PROJECT: Tributary Phase 1B, Unit 8
Nassau County, FL

APPLICATION NO: -1 Rev
PERIOD TO: 10/31/22

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: 2022-51

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		
TOTALS			
Net change by Change Orders			

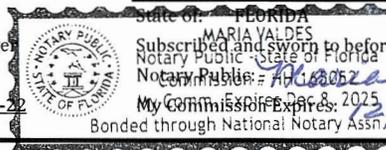
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached

- 1. ORIGINAL CONTRACT SUM..... \$ 6,720,808.90
- 2. Net change by Change Orders..... \$ _____
- 3. CONTRACT SUM TO DATE (Line 1 +- 2)..... \$ 6,720,808.90
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 902,533.83
(Column G on G703)
- 5. RETAINAGE:
 - a. 5 % of Completed Work \$ 45,126.69
(Column D + E on G703)
 - b. ___ % of Stored Materials \$ _____
(Column F on G703)
 - Total Retainage (Line 5a + 5b or Total in Column I of G703)..... \$ 45,126.69
- 6. TOTAL EARNED LESS RETAINAGE..... \$ 857,407.14
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ _____
- 8. CURRENT PAYMENT DUE..... \$ 857,407.14
- 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 5,863,401.76
(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: Vallencourt Construction Co., Inc., Tim Gaddis, Project Manager

By: *Tim Gaddis* Date: 27-Oct-22



State of: FLORIDA County of: CLAY
Subscribed and sworn to before me this 27th day of October, 2022
Notary Public - State of Florida
My Commission Expires: Dec 8, 2025
Bonder through National Notary Assn

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..... \$ 857,407.14

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

ENGINEER: *Scott N. Wild*
By: _____ Date: 11/4/2022

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
Tributary Phase 1B, Unit 8
Nassau County, FL**

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

VCC PROJECT #:

8420-1REV

10/27/22

10/31/22

2022-51

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
	UNIT 8								
1.	MOBILIZATION / GENERAL CONDITIONS	\$ 204,077.97	\$ -	\$ 100,186.96		\$ 100,186.96	49%	\$ 103,891.01	\$ 5,009.35
2.	NDPES	\$ 51,978.48	\$ -	\$ 9,760.46		\$ 9,760.46	19%	\$ 42,218.02	\$ 488.02
3.	SURVEY & AS-BUILTS	\$ 58,341.14	\$ -	\$ 3,792.17		\$ 3,792.17	7%	\$ 54,548.97	\$ 189.61
4.	EROSION CONTROL	\$ 8,962.78	\$ -	\$ 4,575.30		\$ 4,575.30	51%	\$ 4,387.48	\$ 228.77
5.	MOT	\$ 6,962.63	\$ -	\$ 1,322.90		\$ 1,322.90	19%	\$ 5,639.73	\$ 66.14
6.	POND EXCAVATION	\$ 1,027,403.96	\$ -	\$ 281,452.78		\$ 281,452.78	27%	\$ 745,951.18	\$ 14,072.64
7.	EARTHWORK	\$ 1,373,307.23	\$ -	\$ 501,443.26		\$ 501,443.26	37%	\$ 871,863.97	\$ 25,072.16
8.	GRASSING	\$ 57,663.18	\$ -	\$ -		\$ -		\$ 57,663.18	\$ -
9.	SUBSOIL STABILIZATION	\$ 191,067.83	\$ -	\$ -		\$ -		\$ 191,067.83	\$ -
10.	BASE	\$ 353,612.20	\$ -	\$ -		\$ -		\$ 353,612.20	\$ -
11.	ASPHALT	\$ 82,568.56	\$ -	\$ -		\$ -		\$ 82,568.56	\$ -
12.	STRIPING & SIGNAGE	\$ 29,147.69	\$ -	\$ -		\$ -		\$ 29,147.69	\$ -
13.	CONCRETE	\$ 124,195.94	\$ -	\$ -		\$ -		\$ 124,195.94	\$ -
14.	STORM DRAINAGE	\$ 634,385.76	\$ -	\$ -		\$ -		\$ 634,385.76	\$ -
15.	GRAVITY SEWER	\$ 569,895.63	\$ -	\$ -		\$ -		\$ 569,895.63	\$ -
16.	FORCE MAIN	\$ 12,383.59	\$ -	\$ -		\$ -		\$ 12,383.59	\$ -
17.	WATER MAIN	\$ 883,820.55	\$ -	\$ -		\$ -		\$ 883,820.55	\$ -
18.	REUSE MAIN	\$ 671,528.78	\$ -	\$ -		\$ -		\$ 671,528.78	\$ -
19.	ELECTRICAL	\$ 150,000.00	\$ -	\$ -		\$ -		\$ 150,000.00	\$ -
20.	SLEEVE UNDER PAVEMENT	\$ 229,505.00	\$ -	\$ -		\$ -		\$ 229,505.00	\$ -
	UNIT 8 - TOTALS	\$ 6,720,808.90	\$ -	\$ 902,533.83	\$ -	\$ 902,533.83	13.43%	\$ 5,818,275.07	\$ 45,126.69
	CHANGE ORDERS								
1.						\$ -		\$ -	\$ -
2.						\$ -		\$ -	\$ -
	UNIT 10 - TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	TOTALS----->	\$ 6,720,808.90	\$ -	\$ 902,533.83	\$ -	\$ 902,533.83	13.43%	\$ 5,818,275.07	\$ 45,126.69

TRIBUTARY PHASE 1B, UNIT 8 - 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	\$119,414.95	\$119,414.95	0.13	0.00	0.13	\$ 15,523.94	\$ -	\$ 15,523.94	13%
104.01	Construction Entrance	1.00	EACH	\$8,065.98	\$8,065.98	1.00	0.00	1.00	\$ 8,065.98	\$ -	\$ 8,065.98	100%
200	Bonds & Insurance (P&P Bond)	1.00	LS	\$76,597.04	\$76,597.04	1.00	0.00	1.00	\$ 76,597.04	\$ -	\$ 76,597.04	100%
MOBILIZATION & GENERAL CONDITIONS					\$204,077.97		0.00		\$100,186.96	\$0.00	\$100,186.96	49%
300	NPDES Permit Compliance	16	MO	\$2,218.61	\$35,497.68	3.00	0.00	3.00	\$ 6,655.82	\$ -	\$ 6,655.82	19%
303	Maintain Silt Fence (Installed By Others)	4,530	LF	\$1.28	\$5,798.40	860.70	0.00	860.70	\$ 1,101.70	\$ -	\$ 1,101.70	19%
304	NPDES Reporting	16	MO	\$667.65	\$10,682.40	3.00	0.00	3.00	\$ 2,002.95	\$ -	\$ 2,002.95	19%
NPDES					\$51,978.48		0.00		\$9,760.46	\$0.00	\$9,760.46	19%
400	Surveying	1	LS	\$29,170.57	\$29,170.57	0.13	0.00	0.13	\$ 3,792.17	\$ -	\$ 3,792.17	13%
500	As Bults	1	LS	\$29,170.57	\$29,170.57		0.00	0.00	\$ -	\$ -	\$ -	0%
SURVEY & AS-BULTS					\$58,341.14		0.00		\$3,792.17	\$0.00	\$3,792.17	7%
601	Silt Fence Type III (Regular)	4,530	LF	\$1.01	\$4,575.30	4,530.00	0.00	4,530.00	\$ 4,575.30	\$ -	\$ 4,575.30	100%
608	Inlet Protection	23	EACH	\$190.76	\$4,387.48		0.00	0.00	\$ -	\$ -	\$ -	0%
EROSION CONTROL					\$8,962.78		0.00		\$4,575.30	\$0.00	\$4,575.30	51%
700	Maintenance of Traffic	1.00	LS	\$6,962.63	\$6,962.63	0.19	0.00	0.19	\$ 1,322.90	\$ -	\$ 1,322.90	19%
MOT					\$6,962.63		0.00		\$1,322.90	\$0.00	\$1,322.90	19%
1001	Dewater for Pond	118,858	CY	\$1.01	\$120,046.58	33,020.00	0.00	33,020.00	\$ 33,350.20	\$ -	\$ 33,350.20	28%
1000	Pond Excavation	118,858	CY	\$7.51	\$893,064.08	33,020.00	0.00	33,020.00	\$ 248,102.58	\$ -	\$ 248,102.58	28%
1007	Cutoff Wall	245	LF	\$58.34	\$14,293.30		0.00	0.00	\$ -	\$ -	\$ -	0%
POND EXCAVATION					\$1,027,403.96		0.00		\$281,452.78	\$0.00	\$281,452.78	27%
1104	Strip Topsoil	23,190	CY	\$4.00	\$92,760.00	17,392.50	0.00	17,392.50	\$ 69,570.00	\$ -	\$ 69,570.00	75%
1105	Bury Strippings And Unsuitable	63,478	CY	\$8.15	\$517,345.70	15,869.50	0.00	15,869.50	\$ 129,336.43	\$ -	\$ 129,336.43	25%
1109	Place & Compact Fill	104,590	CY	\$5.32	\$556,121.92	55,500.00	0.00	55,500.00	\$ 295,102.46	\$ -	\$ 295,102.46	53%
1113	Remove/Replace Unsuitable	6,000	CY	\$26.74	\$160,440.00		0.00	0.00	\$ -	\$ -	\$ -	0%
1110	Earthwork Density Testing	1	LS	\$28,359.22	\$28,359.22	0.26	0.00	0.26	\$ 7,434.37	\$ -	\$ 7,434.37	26%
1119	Dress Behind Electric Contractor	1	LS	\$9,570.13	\$9,570.13		0.00	0.00	\$ -	\$ -	\$ -	0%
1118	Final Dressout	11,167	SY	\$0.78	\$8,710.26		0.00	0.00	\$ -	\$ -	\$ -	0%
EARTHWORK					\$1,373,307.23		0.00		\$501,443.26	\$0.00	\$501,443.26	37%
1203	Sod - POND	6,413	SY	\$3.10	\$19,880.30		0.00	0.00	\$ -	\$ -	\$ -	0%
1205	Sod - BOC	884	SY	\$3.10	\$2,740.40		0.00	0.00	\$ -	\$ -	\$ -	0%
1206	Seed and Mulch - ROW	11,167	SY	\$0.44	\$4,913.48		0.00	0.00	\$ -	\$ -	\$ -	0%
1207	Seed and Mulch - LOTS	68,475	SY	\$0.44	\$30,129.00		0.00	0.00	\$ -	\$ -	\$ -	0%
GRASSING					\$57,663.18		0.00		\$0.00	\$0.00	\$0.00	0%
1300	Subsoil Stabilization	11,797	SY	\$16.09	\$189,808.33		0.00	0.00	\$ -	\$ -	\$ -	0%
1302	Subgrade for Sidewalk	275	SY	\$4.58	\$1,259.50		0.00	0.00	\$ -	\$ -	\$ -	0%
SUBSOIL STABILIZATION					\$191,067.83		0.00		\$0.00	\$0.00	\$0.00	0%
1401	4" Limerock - MUP	277	SY	\$20.20	\$5,595.40		0.00	0.00	\$ -	\$ -	\$ -	0%
1402	6" Limerock - NEIGHBORHOOD ROADS	3,164	SY	\$29.38	\$92,958.32		0.00	0.00	\$ -	\$ -	\$ -	0%
1403	8" Limerock - SPINE ROAD	6,467	SY	\$39.44	\$255,058.48		0.00	0.00	\$ -	\$ -	\$ -	0%
BASE					\$353,612.20		0.00		\$0.00	\$0.00	\$0.00	0%
1503	1" Asphalt Pavement (HD SP-12.5) - 1st Lift Only	6,467	SY	\$7.86	\$50,830.62		0.00	0.00	\$ -	\$ -	\$ -	0%
1503	1" Asphalt Pavement (LD SP-9.5) - 1st Lift Only	3,164	SY	\$7.37	\$23,318.68		0.00	0.00	\$ -	\$ -	\$ -	0%
1503	1" Asphalt Pavement (MUP)	277	SY	\$7.86	\$2,177.22		0.00	0.00	\$ -	\$ -	\$ -	0%
1517	Prime Limerock	9,908	SY	\$0.63	\$6,242.04		0.00	0.00	\$ -	\$ -	\$ -	0%
ASPHALT					\$82,568.56		0.00		\$0.00	\$0.00	\$0.00	0%
1700	Striping & Signs	1	LS	\$29,147.69	\$29,147.69		0.00	0.00	\$ -	\$ -	\$ -	0%
STRIPING & SIGNAGE					\$29,147.69		0.00		\$0.00	\$0.00	\$0.00	0%
1800	Curb & Gutter (All Types)	6,048	LF	\$16.94	\$102,452.30		0.00	0.00	\$ -	\$ -	\$ -	0%
1903	Concrete Pavement (Mail Kiosk)	663	SF	\$8.79	\$5,827.77		0.00	0.00	\$ -	\$ -	\$ -	0%
2001	8" Sidewalk	1,812	SF	\$5.45	\$9,875.40		0.00	0.00	\$ -	\$ -	\$ -	0%
2005	A.D.A. Handicap Ramps	8	EACH	\$755.06	\$6,040.47		0.00	0.00	\$ -	\$ -	\$ -	0%
CONCRETE					\$124,195.94		0.00		\$0.00	\$0.00	\$0.00	0%
3003	Dewater Storm Drain	1,372	LF	\$23.49	\$32,228.28		0.00	0.00	\$ -	\$ -	\$ -	0%
3000	Storm Drain Installed (All pipes/structures)	2,199	LF	\$266.21	\$585,384.90		0.00	0.00	\$ -	\$ -	\$ -	0%
3280	TV Storm Drain	2,167	LF	\$5.09	\$11,030.03		0.00	0.00	\$ -	\$ -	\$ -	0%
3279	Punch Out Storm Drain	2,167	LF	\$2.65	\$5,742.55		0.00	0.00	\$ -	\$ -	\$ -	0%
STORM DRAINAGE					\$634,385.76		0.00		\$0.00	\$0.00	\$0.00	0%
4003	Dewater Gravity Sewer	1,931	LF	\$29.22	\$56,423.82		0.00	0.00	\$ -	\$ -	\$ -	0%
4000	Gravity Sewer Installed (All sizes/types)	2,961	LF	\$122.58	\$362,952.87		0.00	0.00	\$ -	\$ -	\$ -	0%
4145	Sewer Services	79	EACH	\$1,615.20	\$127,600.80		0.00	0.00	\$ -	\$ -	\$ -	0%
4146	TV Test Sewer Main	2,961	LF	\$5.09	\$15,071.49		0.00	0.00	\$ -	\$ -	\$ -	0%
4144	Punch Out Sewer	2,961	LF	\$2.65	\$7,846.65		0.00	0.00	\$ -	\$ -	\$ -	0%
GRAVITY SEWER					\$569,895.63		0.00		\$0.00	\$0.00	\$0.00	0%
6014	8" PVC DR 18 Force Main	60	LF	\$200.17	\$12,010.39		0.00	0.00	\$ -	\$ -	\$ -	0%
6185	Locate Wire Test for Force Main	60	LF	\$0.63	\$37.80		0.00	0.00	\$ -	\$ -	\$ -	0%
6186	Pressure Test for Force Main	60	LF	\$2.94	\$176.40		0.00	0.00	\$ -	\$ -	\$ -	0%
6183	Punch Out Force Main	60	LF	\$2.65	\$159.00		0.00	0.00	\$ -	\$ -	\$ -	0%
FORCE MAIN					\$12,383.59		0.00		\$0.00	\$0.00	\$0.00	0%
7000	Water Main Installed (All sizes/types)	3,300	LF	\$227.69	\$751,381.73		0.00	0.00	\$ -	\$ -	\$ -	0%
7239	Water Services (All sizes/types)	63	EACH	\$1,694.16	\$106,731.82		0.00	0.00	\$ -	\$ -	\$ -	0%
7248	Flushing & BT's for Water Main	3,300	LF	\$1.33	\$4,389.00		0.00	0.00	\$ -	\$ -	\$ -	0%
7249	Locate Wire Test For Water Main	3,300	LF	\$0.58	\$1,914.00		0.00	0.00	\$ -	\$ -	\$ -	0%
7250	Pressure Test for Water Main	3,300	LF	\$2.94	\$9,702.00		0.00	0.00	\$ -	\$ -	\$ -	0%
7246	Punch Out for Water Main	3,300	LF	\$2.94	\$9,702.00		0.00	0.00	\$ -	\$ -	\$ -	0%
WATER MAIN					\$883,820.55		0.00		\$0.00	\$0.00	\$0.00	0%
9000	Reuse Main Installed (All sizes/types)	3,140	LF	\$172.27	\$540,929.45		0.00	0.00	\$ -	\$ -	\$ -	0%
9000	Reuse Services (All sizes/types)	63	EACH	\$1,699.20	\$107,049.33		0.00	0.00	\$ -	\$ -	\$ -	0%
9239	Punch Out for Reuse Main	3,140	LF	\$2.65	\$8,321.00		0.00	0.00	\$ -	\$ -	\$ -	0%
9240	Flushing for Reuse Main	3,140	LF	\$1.33	\$4,176.20		0.00	0.00	\$ -	\$ -	\$ -	0%
9241	Locate Wire Test For Reuse Main	3,140	LF	\$0.58	\$1,821.20		0.00	0.00	\$ -	\$ -	\$ -	0%
9242	Pressure Test for Reuse Main	3,140	LF	\$2.94	\$9,231.60		0.00	0.00	\$ -	\$ -	\$ -	0%
REUSE MAIN					\$671,528.78		0.00		\$0.00	\$0.00	\$0.00	0%
10000	FPL ALLOWANCE	1.00	LS	\$150,000.00	\$150,000.00		0.00	0.00	\$ -	\$ -	\$ -	0%
ELECTRICAL ALLOWANCE					\$150,000.00		0.00		\$0.00	\$0.00	\$0.00	0%
11001.02	Sleeves, 2.5"	2,000.00	LF	\$21.51	\$43,020.00		0.00	0.00	\$ -	\$ -	\$ -	0%
11001.03	Sleeves, 3"	2,500.00	LF	\$22.70	\$56,750.00		0.00	0.00	\$ -	\$ -	\$ -	0%
11001.04	Sleeves, 4"	2,500.00	LF	\$25.39	\$63,475.00		0.00	0.00	\$ -	\$ -	\$ -	0%
11001.05	Sleeves, 6"	2,000.00	LF	\$33.13	\$66,260.00		0.00	0.00	\$ -	\$ -	\$ -	0%
SLEEVING UNDER PAVEMENT					\$229,505.00		0.00		\$0.00	\$0.00	\$0.00	0%
ORIGINAL CONTRACT TOTALS					\$6,720,808.90		0.00		\$902,533.83	\$0.00	\$902,533.83	13.43%

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

The undersigned lienor, upon payment from the lienee, of the sum of \$857,407.14, 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 October 31, 2022 on the job of Three Rivers CDD to the following described property :

Project: Tributary Phase 1B, Unit 8
Location: Nassau County, FL
Invoice#: 8420-1 REV

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: October 27, 2022

Lienor's Name: Vallencourt Construction Co., Inc.
Address: P.O. Box 1889
Green Cove Springs, FL 32043
Phone: 904-291-9330

By: 

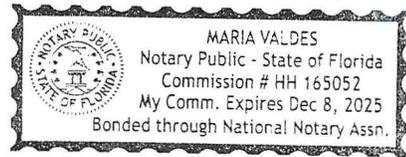
Printed Name: Tim Gaddis
Title: Project Manager

STATE OF : FLORIDA
COUNTY OF : CLAY

The foregoing instrument was acknowledged before me this 27th day of October 2022 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

6BXXV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION NO. 161**

**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: 161
- (2) Name of Payee pursuant to Acquisition Agreement:
 - Title Account: Auld & White Constructors, LLC
 - Bank: Branch Banking & Trust now Trust
 - Address: 200 W Forsyth St, Suite 500
Jacksonville, FL 32202
 - Account: 1100014497135
 - ABA: 263191387
- (3) Amount Payable: \$ 159,402.24
- (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): **Contractor Application for Payment No. 1709-26 Tributary Amenity Center and Entry Feature (October 2022)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B (South Assessment Area)**
- (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.

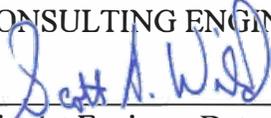
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

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



District Engineer Date:

November 4, 2022

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Three Rivers CDD, C/O Wrathell, Hunt and Associates, | **Project:** 1709- Tributary Amenity Center and Entry
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

Application No.: 1709-26

Distribution to:
 Owner
 Architect
 Contractor

Owner Proj. No.: _____

Period To: 10/31/2022

From Contractor: AULD & WHITE CONSTRUCTORS, LLC
 4168 Southpoint Parkway, Suite 101
 Jacksonville, FL 32216

Via Architect: ELM

Project Nos: 19-32.1

Contract For: Entry Feature & Amenity Center

Contract Date: 10/26/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

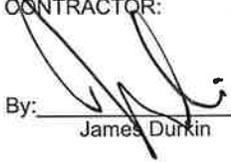
Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

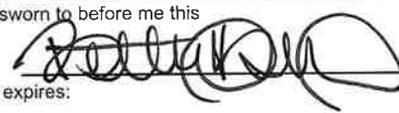
1. Original Contract Sum	\$8,832,200.00
2. Net Change By Change Order	\$281,883.00
3. Contract Sum To Date	\$9,114,083.00
4. Total Completed and Stored To Date	\$9,065,617.21
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$9,065,617.21
7. Less Previous Certificates For Payments	\$8,906,214.97
8. Current Payment Due	\$159,402.24
9. Balance To Finish, Plus Retainage	\$48,465.79

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$405,069.00	\$123,186.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$405,069.00	\$123,186.00
Net Changes By Change Order	\$281,883.00	

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

CONTRACTOR: AULD & WHITE CONSTRUCTORS, LLC

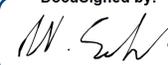
By:  Date: 11/2/22
 James Durkin

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

County of: Duval
 day of **BRITNEY BUSHEY**
NOTARY PUBLIC
 STATE OF FLORIDA
 NO. HH 232356
 MY COMMISSION EXPIRES FEB. 26, 2026

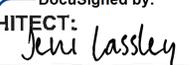
ARCHITECT'S CERTIFICATE FOR PAYMENT

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

DocuSigned by:  11/4/2022
 5CFDEC500EDF47B...

AMOUNT CERTIFIED \$159,402.24

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

DocuSigned by:
ARCHITECT:  11/4/2022
 By: _____ Date: _____
 C26E6F7C977C48C...

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.

DS
 11/4/2022

CONTINUATION SHEET

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

Application No. : 26
 Application Date : 11/01/22
 To: 10/31/22
 Architect's Project No.: 19-32.1

Invoice # : 14317 Contract : 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
900	CONSTRUCTION MANAGER'S FEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
10.00	FIXED GENERAL CONDITIONS	477,045.00	65,335.00	542,380.00	532,723.00	9,657.00	0.00	542,380.00	100.00%	0.00	0.00
10.02	SITE WORK	10,000.00	0.00	10,000.00	4,147.76	0.00	0.00	4,147.76	41.48%	5,852.24	0.00
10.03	SITE WORK	602,424.00	95,872.31	698,296.31	697,348.81	11,050.00	0.00	708,398.81	101.45%	-10,102.50	0.00
20.00	GENERAL REQUIREMENTS	292,631.00	1,705.00	294,336.00	468,121.09	3,730.41	0.00	471,851.50	160.31%	-177,515.50	0.00
20.02	BOARDWALK	221,100.00	19,850.00	240,950.00	218,750.00	0.00	0.00	218,750.00	90.79%	22,200.00	0.00
20.03	FENCING & GATES	52,107.00	38,260.00	90,367.00	53,420.17	31,225.00	0.00	84,645.17	93.67%	5,721.83	0.00
30.00	BUILDERS RISK & GEN. LIABILITY INSURANCE	157,950.00	10,957.00	168,907.00	141,906.00	0.00	0.00	141,906.00	84.01%	27,001.00	0.00
30.02	BOARDWALK ADDITIONAL LENGTH - ALLOWANCE	24,000.00	(10,093.00)	13,907.00	13,907.00	0.00	0.00	13,907.00	100.00%	0.00	0.00
30.03	BOARDWALK	83,500.00	26,031.00	109,531.00	108,531.00	0.00	0.00	108,531.00	99.09%	1,000.00	0.00
40.00	PERFORMANCE & PAYMENT BOND	62,800.00	6,188.00	68,988.00	61,573.00	0.00	0.00	61,573.00	89.25%	7,415.00	0.00
40.02	LANDSCAPING & IRRIGATION	722,200.00	(71,371.00)	650,829.00	656,002.00	0.00	0.00	656,002.00	100.79%	-5,173.00	0.00
40.03	PAVERS	114,250.00	3,578.00	117,828.00	104,921.00	0.00	0.00	104,921.00	89.05%	12,907.00	0.00
50.00	BUILDING PERMIT FEES	36,200.00	1,024.00	37,224.00	26,301.37	30.00	0.00	26,331.37	70.74%	10,892.63	0.00
50.02	BOARDWALK SEALING	9,000.00	0.00	9,000.00	8,250.00	0.00	0.00	8,250.00	91.67%	750.00	0.00
50.03	LANDSCAPE & IRRIGATION	254,167.00	68,338.00	322,505.00	309,343.00	6,300.00	0.00	315,643.00	97.87%	6,862.00	0.00
60.01	SITE WORK	15,000.00	0.00	15,000.00	12,775.89	0.00	0.00	12,775.89	85.17%	2,224.11	0.00
60.03	CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL	270,321.00	83,118.93	353,439.93	317,811.01	25,848.00	0.00	343,659.01	97.23%	9,780.92	0.00
70.01	PAVERS	5,300.00	0.00	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00%	0.00	0.00
70.03	CIVIL PERMIT COMMENTS - ALLOWANCE	10,000.00	(1,000.00)	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	0.00
80.01	CONCRETE	28,800.00	0.00	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00%	0.00	0.00
80.03	ADDITIONAL YARD DRAINS - ALLOWANCE	5,000.00	35,002.00	40,002.00	40,002.00	0.00	0.00	40,002.00	100.00%	0.00	0.00
90.01	MASONRY	45,000.00	0.00	45,000.00	45,460.00	0.00	0.00	45,460.00	101.02%	-460.00	0.00
90.03	BUS STOP - ALLOWANCE	9,700.00	545.84	10,245.84	10,245.84	0.00	0.00	10,245.84	100.00%	0.00	0.00
100.01	TABBYSTONE STUCCO - ALLOWANCE	35,800.00	(15,200.00)	20,600.00	20,600.00	0.00	0.00	20,600.00	100.00%	0.00	0.00
100.03	MASONRY	122,542.00	0.00	122,542.00	120,400.67	0.00	0.00	120,400.67	98.25%	2,141.33	0.00
110.01	SIGNAGE	11,900.00	0.00	11,900.00	11,114.00	0.00	0.00	11,114.00	93.39%	786.00	0.00
110.03	STRUCTURAL STEEL & MISC. METAL	51,057.00	1,900.00	52,957.00	46,800.00	0.00	0.00	46,800.00	88.37%	6,157.00	0.00
120.01	SWING ARBORS	14,400.00	0.00	14,400.00	14,927.11	0.00	0.00	14,927.11	103.66%	-527.11	0.00
120.03	ROUGH & FINISH CARPENTRY	860,206.00	5,213.00	865,419.00	850,148.93	0.00	0.00	850,148.93	98.24%	15,270.07	0.00
130.01	FOUNTAIN POT FEATURE - ALLOWANCE	2,500.00	(1,710.31)	789.69	789.69	0.00	0.00	789.69	100.00%	0.00	0.00
130.03	MILLWORK	227,987.00	(26,027.00)	201,960.00	188,883.00	0.00	0.00	188,883.00	93.52%	13,077.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 26

Application Date : 11/01/22

To: 10/31/22

Architect's Project No.: 19-32.1

Invoice # : 14317

Contract : 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
140.01	PLUMBING - ALLOWANCE	3,000.00	(3,000.00)	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
140.03	INT. WOOD BEAM BRACKETS - ALLOWANCE	10,000.00	1,698.00	11,698.00	11,698.00	0.00	0.00	11,698.00	100.00%	0.00	0.00
150.01	ELECTRICAL	107,900.00	0.00	107,900.00	105,898.00	0.00	0.00	105,898.00	98.14%	2,002.00	0.00
150.03	ROOFING	143,541.00	3,140.00	146,681.00	148,903.78	650.00	0.00	149,553.78	101.96%	-2,872.78	0.00
160.03	SEALANTS / CAULKING / WATERPROOFING	41,700.00	0.00	41,700.00	34,736.52	0.00	0.00	34,736.52	83.30%	6,963.48	0.00
170.03	DOORS & HARDWARE	84,259.00	1,414.00	85,673.00	61,057.20	0.00	0.00	61,057.20	71.27%	24,615.80	0.00
180.03	STOREFRONT & WINDOWS	237,589.00	0.00	237,589.00	229,025.00	0.00	0.00	229,025.00	96.40%	8,564.00	0.00
190.03	DRYWALL & ACOUSTICAL CEILINGS	57,300.00	0.00	57,300.00	60,060.00	0.00	0.00	60,060.00	104.82%	-2,760.00	0.00
200.03	STUCCO SYSTEM	40,600.00	0.00	40,600.00	35,166.18	0.00	0.00	35,166.18	86.62%	5,433.82	0.00
210.03	FLOORING	96,600.00	(10,596.00)	86,004.00	85,842.27	0.00	0.00	85,842.27	99.81%	161.73	0.00
220.03	FLOOR MOISTURE MITIGATION - ALLOWANCE	21,000.00	(21,000.00)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
230.03	PAINTING	83,500.00	5,700.00	89,200.00	95,035.00	0.00	0.00	95,035.00	106.54%	-5,835.00	0.00
240.03	WALLCOVERING - ALLOWANCE	6,500.00	0.00	6,500.00	6,500.00	0.00	0.00	6,500.00	100.00%	0.00	0.00
250.03	BUILDING SPECIALTIES	106,651.00	0.00	106,651.00	113,264.35	129.00	0.00	113,393.35	106.32%	-6,742.35	0.00
260.03	AMENITY SIGNAGE - ALLOWANCE	5,000.00	(5,000.00)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
270.03	EQUIPMENT	20,568.00	(3,701.00)	16,867.00	19,516.68	0.00	0.00	19,516.68	115.71%	-2,649.68	0.00
280.03	WINDOW TREATMENTS	8,385.00	0.00	8,385.00	8,385.00	0.00	0.00	8,385.00	100.00%	0.00	0.00
290.03	POOL - ALLOWANCE	835,000.00	149,263.10	984,263.10	984,263.10	0.00	0.00	984,263.10	100.00%	0.00	0.00
300.03	PLAYGROUND	128,942.00	0.00	128,942.00	134,864.00	0.00	0.00	134,864.00	104.59%	-5,922.00	0.00
310.03	SPORTS COURTS & EQUIPMENT	66,062.00	0.00	66,062.00	66,062.00	0.00	0.00	66,062.00	100.00%	0.00	0.00
320.03	ENTRY PAVILION - ALLOWANCE	100,000.00	(44,660.00)	55,340.00	55,340.00	0.00	0.00	55,340.00	100.00%	0.00	0.00
330.03	BLDG & POOL FURNITURE - ALLOWANCE	275,000.00	(38,231.75)	236,768.25	236,768.25	0.00	0.00	236,768.25	100.00%	0.00	0.00
340.03	PLUMBING	116,212.00	0.00	116,212.00	113,730.00	0.00	0.00	113,730.00	97.86%	2,482.00	0.00
350.03	HVAC / MECHANICAL	143,750.00	12,150.00	155,900.00	156,566.00	450.00	0.00	157,016.00	100.72%	-1,116.00	0.00
360.03	ELECTRICAL	443,809.00	33,404.00	477,213.00	453,559.00	6,846.00	0.00	460,405.00	96.48%	16,808.00	0.00
370.03	PARKING LOT LIGHT CONDUIT - ALLOWANCE	9,000.00	(2,200.00)	6,800.00	6,800.00	0.00	0.00	6,800.00	100.00%	0.00	0.00
380.03	ELEC. FOR FUTURE SCREENS - ALLOWANCE	5,000.00	(530.00)	4,470.00	4,470.00	0.00	0.00	4,470.00	100.00%	0.00	0.00
390.03	ELECTRICAL FOR POOL - ALLOWANCE	10,000.00	(2,870.00)	7,130.00	7,130.00	0.00	0.00	7,130.00	100.00%	0.00	0.00
400.03	LOW VOLTAGE SYSTEMS - ALLOWANCE	100,000.00	74,262.76	174,262.76	168,784.80	4,364.25	0.00	173,149.05	99.36%	1,113.71	0.00
410.03	DOG PARK - SITE	3,000.00	0.00	3,000.00	2,184.00	0.00	0.00	2,184.00	72.80%	816.00	0.00
420.03	DOG PARK - CONCRETE	8,800.00	0.00	8,800.00	8,800.00	0.00	0.00	8,800.00	100.00%	0.00	0.00
430.03	DOG PARK - FENCING	45,645.00	0.00	45,645.00	46,332.04	0.00	0.00	46,332.04	101.51%	-687.04	0.00

CONTINUATION SHEET

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

Application No. : 26
Application Date : 11/01/22
To: 10/31/22
Architect's Project No.: 19-32.1

Invoice # : 14317 **Contract :** 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
140.03	DOG PARK - BENCHES - ALLOWANCE	10,000.00	(7,015.99)	2,984.01	2,984.01	0.00	0.00	2,984.01	100.00%	0.00	0.00
150.03	DOG PARK - SIGNAGE - ALLOWANCE	1,500.00	2,227.50	3,727.50	3,727.50	0.00	0.00	3,727.50	100.00%	0.00	0.00
160.03	DOG PARK - PLUMBING - ALLOWANCE	5,000.00	(5,000.00)	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
300.00	CONTINGENCY	228,000.00	(222,468.39)	5,531.61	0.00	0.00	0.00	0.00	0.00%	5,531.61	0.00
300.00	CONSTRUCTION MANAGER'S FEE	388,500.00	27,380.00	415,880.00	365,319.63	4,261.90	0.00	369,581.53	88.87%	46,298.47	0.00
Grand Totals		8,832,200.00	281,883.00	9,114,083.00	8,961,075.65	104,541.56	0.00	9,065,617.21	99.47%	48,465.79	0.00

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

The undersigned lienor, in consideration of the progress payment in the amount of \$159,402.24 and conditioned upon payment issued to the undersigned by Three Rivers Community Development District in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Three Rivers Community Development District on the job of Tributary Entry Feature & Amenity Center to the following described property:

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

AWC Project No. 1709

Dated on November 2, 2022

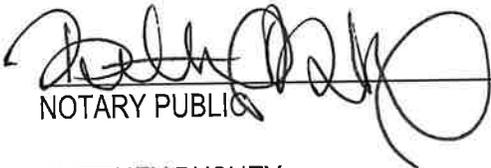
Lienor's Name: Auld & White Constructors, LLC
Address: 4168 Southpoint Parkway, Suite 101
Jacksonville, Florida 32216

By: _____

Printed Name: James T. Durkin, Project Manager

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2nd DAY OF NOVEMBER 2022 BY JAMES T. DURKIN WHO IS **PERSONALLY KNOWN TO ME** AND WHO DID NOT TAKE AN OATH.



NOTARY PUBLIC

BRITTNEY BUSHEY

NOTARY NAME TYPED OR PRINTED

BRITTNEY BUSHEY
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH 232356
MY COMMISSION EXPIRES FEB. 26, 2026

COMMISSION NO.

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



AWC Job Billing History

Job#: 1709-
10/1/2022 - 10/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 10.00 - FIXED GENERAL CONDITIONS							
01110.01 - FIXED GENERAL CONDITIONS						0.00	9,657.00
10/22	40339	10/24/22	10/24/22		General Conditions - October	0.00	9,657.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	532,723.00	9,657.00	542,380.00	0.00
Total for 10.00 - FIXED GENERAL CONDITIONS	532,723.00	9,657.00	542,380.00	0.00

Contract Item: 10.02 - SITE WORK

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

Contract Item: 10.03 - SITE WORK

02001.03 - SITEWORK SUBCONTRACTOR						0.00	11,050.00
10/22	43261	10/31/22	10/31/22	1709-15	DNS Contracting, LLC	0.00	1,800.00
10/22	43262	10/31/22	10/31/22	1709-15	DNS Contracting, LLC	0.00	3,500.00
10/22	43263	10/31/22	10/31/22	1709-15	DNS Contracting, LLC	0.00	5,750.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	9,507.88	0.00	9,507.88	0.00
Subcontract	684,847.00	11,050.00	695,897.00	0.00
Labor	2,993.93	0.00	2,993.93	0.00
Total for 10.03 - SITE WORK	697,348.81	11,050.00	708,398.81	0.00

Contract Item: 20.00 - GENERAL REQUIREMENTS

01133.01 - APM/PROJECT ENGINEER						10.00	442.60
10/22	3249	10/05/22	10/04/22		1.00 / 751 / Parry , Reid Joseph5 Payroll Taxes	0.00	76.65
10/22	3250	10/05/22	10/04/22		1.00 / 751 / Parry , Reid Joseph5 Regular Earnings	5.00	144.65
10/22	11613	10/12/22	10/11/22		1.00 / 751 / Parry , Reid Joseph5 Payroll Taxes	0.00	76.65
10/22	11614	10/12/22	10/11/22		1.00 / 751 / Parry , Reid Joseph5 Regular Earnings	5.00	144.65
01153. - PRINTING-DRAWINGS & SPECS						0.00	2,681.86
10/22	3132	10/05/22	09/28/22	43FLI923069 0	ARC Document Solutions, LLC	0.00	2,681.86



AWC Job Billing History

Job#: 1709-
10/1/2022 - 10/31/2022

Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 20.00 - GENERAL REQUIREMENTS							
01279.01 - DRONE W/ PILOT						0.00	75.00
10/22	23	10/01/22	09/15/22	GWA091522	PNC Commercial (formerly BBVA)	0.00	75.00
10/22	79	10/01/22	09/15/22	GWA091522	PNC Commercial (formerly BBVA)	0.00	(75.00)
10/22	42844	10/28/22	10/15/22	GWA101522	PNC Commercial (formerly BBVA)	0.00	75.00
01311.01 - DRINKING WATER						0.00	100.42
10/22	3784	10/05/22	09/06/22	8514623	Home Depot Credit Services	0.00	74.07
10/22	40819	10/25/22	10/01/22	10/1/2022	Gate Fleet Services Cobrand	0.00	26.35
01511.01 - CLEANUP DAILY						0.00	224.08
10/22	3786	10/05/22	09/08/22	6524157	Home Depot Credit Services	0.00	74.28
10/22	3785	10/05/22	09/20/22	4525358	Home Depot Credit Services	0.00	149.80
01620.01 - OTHER EQUIPMENT - FUEL						0.00	180.79
10/22	40820	10/25/22	10/01/22	10/1/2022	Gate Fleet Services Cobrand	0.00	180.79
01641.01 - EXPENDABLE TOOLS						0.00	25.66
10/22	3787	10/05/22	09/07/22	7514737	Home Depot Credit Services	0.00	25.66

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	238,487.80	3,287.81	241,775.61	0.00
Subcontract	3,900.00	0.00	3,900.00	0.00
Labor	213,548.90	442.60	213,991.50	10.00
Temporary Labor	12,184.39	0.00	12,184.39	0.00
Total for 20.00 - GENERAL REQUIREMENTS	468,121.09	3,730.41	471,851.50	10.00

Contract Item: 20.02 - BOARDWALK

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

Contract Item: 20.03 - FENCING & GATES

02710.03 - FENCE & GATES						0.00	31,225.00
10/22	41153	10/26/22	10/31/22	1709-5	Superior Fence & Rail, Inc.	0.00	31,225.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
					Material	458.17	0.00	458.17	0.00
					Subcontract	52,962.00	31,225.00	84,187.00	0.00
					Total for 20.03 - FENCING & GATES	53,420.17	31,225.00	84,645.17	0.00

Contract Item: 30.00 - BUILDERS RISK & GEN. LIABILITY INSURANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	141,906.00	0.00	141,906.00	0.00
Total for 30.00 - BUILDERS RISK & GEN. LIABILITY INSURANCE	141,906.00	0.00	141,906.00	0.00

Contract Item: 30.02 - BOARDWALK ADDITIONAL LENGTH - ALLOWANCE

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

Contract Item: 30.03 - BOARDWALK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	108,531.00	0.00	108,531.00	0.00
Total for 30.03 - BOARDWALK	108,531.00	0.00	108,531.00	0.00

Contract Item: 40.00 - PERFORMANCE & PAYMENT BOND

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	61,573.00	0.00	61,573.00	0.00
Total for 40.00 - PERFORMANCE & PAYMENT BOND	61,573.00	0.00	61,573.00	0.00

Contract Item: 40.02 - LANDSCAPING & IRRIGATION

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	656,002.00	0.00	656,002.00	0.00
Total for 40.02 - LANDSCAPING & IRRIGATION	656,002.00	0.00	656,002.00	0.00



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Contract Item: 40.03 - PAVERS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	104,921.00	0.00	104,921.00	0.00
Total for 40.03 - PAVERS	104,921.00	0.00	104,921.00	0.00

Contract Item: 50.00 - BUILDING PERMIT FEES

01819.01 - PERMIT EXPEDITOR					0.50	30.00
10/22	11615	10/12/22	10/11/22	1.00 / 247 / Hill , Melanie M.5 Regular Earnings	0.50	30.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	22,881.37	0.00	22,881.37	0.00
Labor	3,420.00	30.00	3,450.00	0.50
Total for 50.00 - BUILDING PERMIT FEES	26,301.37	30.00	26,331.37	0.50

Contract Item: 50.02 - BOARDWALK SEALING

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	8,250.00	0.00	8,250.00	0.00
Total for 50.02 - BOARDWALK SEALING	8,250.00	0.00	8,250.00	0.00

Contract Item: 50.03 - LANDSCAPE & IRRIGATION

02800.03 - LANDSCAPING & IRRIGATION					0.00	6,300.00	
10/22	3992	10/07/22	10/31/22	1709-13	The Tree Amigos Outdoor Services, Inc.	0.00	5,250.00
10/22	40778	10/25/22	10/31/22	1709-14	The Tree Amigos Outdoor Services, Inc.	0.00	1,050.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	309,343.00	6,300.00	315,643.00	0.00
Total for 50.03 - LANDSCAPE & IRRIGATION	309,343.00	6,300.00	315,643.00	0.00

Contract Item: 60.01 - SITE WORK



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
						Previous Cost	Current Cost
						JTD Cost	Current Hours
					Material	7,340.16	0.00
					Labor	5,435.73	0.00
					Total for 60.01 - SITE WORK	12,775.89	0.00

Contract Item: 60.03 - CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL

						0.00	25,848.00
10/22	29750	10/17/22	10/31/22	1709-6	Auld & White Constructors, LLC	0.00	25,848.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	57,595.21	0.00	57,595.21	0.00
Subcontract	239,897.00	25,848.00	265,745.00	0.00
Labor	20,318.80	0.00	20,318.80	0.00
Total for 60.03 - CONCRETE: FDN, SLAB ON GRADE & STRUCTURAL	317,811.01	25,848.00	343,659.01	0.00

Contract Item: 70.01 - PAVERS

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

Contract Item: 70.03 - CIVIL PERMIT COMMENTS - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	9,000.00	0.00	9,000.00	0.00
Total for 70.03 - CIVIL PERMIT COMMENTS - ALLOWANCE	9,000.00	0.00	9,000.00	0.00

Contract Item: 80.01 - CONCRETE

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

Contract Item: 80.03 - ADDITIONAL YARD DRAINS - ALLOWANCE



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
						Previous Cost	Current Cost
						JTD Cost	Current Hours
					Subcontract	40,002.00	0.00
					Total for 80.03 - ADDITIONAL YARD DRAINS - ALLOWANCE	40,002.00	0.00

Contract Item: 90.01 - MASONRY

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

Contract Item: 90.03 - BUS STOP - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	7,595.84	0.00	7,595.84	0.00
Subcontract	2,650.00	0.00	2,650.00	0.00
Total for 90.03 - BUS STOP - ALLOWANCE	10,245.84	0.00	10,245.84	0.00

Contract Item: 100.01 - TABBYSTONE STUCCO - ALLOWANCE

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

Contract Item: 100.03 - MASONRY

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	958.67	0.00	958.67	0.00
Subcontract	119,442.00	0.00	119,442.00	0.00
Total for 100.03 - MASONRY	120,400.67	0.00	120,400.67	0.00

Contract Item: 110.01 - SIGNAGE

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



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Contract Item: 110.03 - STRUCTURAL STEEL & MISC. METAL

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,650.00	0.00	1,650.00	0.00
Subcontract	45,150.00	0.00	45,150.00	0.00
Total for 110.03 - STRUCTURAL STEEL & MISC. METAL	46,800.00	0.00	46,800.00	0.00

Contract Item: 120.01 - SWING ARBORS

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

Contract Item: 120.03 - ROUGH & FINISH CARPENTRY

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,858.86	0.00	1,858.86	0.00
Subcontract	847,057.00	0.00	847,057.00	0.00
Labor	1,233.07	0.00	1,233.07	0.00
Total for 120.03 - ROUGH & FINISH CARPENTRY	850,148.93	0.00	850,148.93	0.00

Contract Item: 130.01 - FOUNTAIN POT FEATURE - ALLOWANCE

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

Contract Item: 130.03 - MILLWORK

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	188,883.00	0.00	188,883.00	0.00
Total for 130.03 - MILLWORK	188,883.00	0.00	188,883.00	0.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
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Contract Item: 140.03 - INT. WOOD BEAM BRACKETS - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	11,698.00	0.00	11,698.00	0.00
Total for 140.03 - INT. WOOD BEAM BRACKETS - ALLOWANCE	11,698.00	0.00	11,698.00	0.00

Contract Item: 150.01 - ELECTRICAL

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	105,898.00	0.00	105,898.00	0.00
Total for 150.01 - ELECTRICAL	105,898.00	0.00	105,898.00	0.00

Contract Item: 150.03 - ROOFING

07510.03 - SHINGLE & METAL ROOF						0.00	650.00
10/22	43408	10/31/22	10/31/22	1709-7	Stonebridge Construction Services, LLC	0.00	650.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,000.59	0.00	1,000.59	0.00
Subcontract	147,645.00	650.00	148,295.00	0.00
Labor	258.19	0.00	258.19	0.00
Total for 150.03 - ROOFING	148,903.78	650.00	149,553.78	0.00

Contract Item: 160.03 - SEALANTS / CAULKING / WATERPROOFING

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	3,386.52	0.00	3,386.52	0.00
Subcontract	31,350.00	0.00	31,350.00	0.00
Total for 160.03 - SEALANTS / CAULKING / WATERPROOFING	34,736.52	0.00	34,736.52	0.00

Contract Item: 170.03 - DOORS & HARDWARE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,783.63	0.00	1,783.63	0.00
Subcontract	58,666.00	0.00	58,666.00	0.00
Labor	607.57	0.00	607.57	0.00
Total for 170.03 - DOORS & HARDWARE	61,057.20	0.00	61,057.20	0.00



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Contract Item: 180.03 - STOREFRONT & WINDOWS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	229,025.00	0.00	229,025.00	0.00
Total for 180.03 - STOREFRONT & WINDOWS	229,025.00	0.00	229,025.00	0.00

Contract Item: 190.03 - DRYWALL & ACOUSTICAL CEILINGS

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	60,060.00	0.00	60,060.00	0.00
Total for 190.03 - DRYWALL & ACOUSTICAL CEILINGS	60,060.00	0.00	60,060.00	0.00

Contract Item: 200.03 - STUCCO SYSTEM

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,130.43	0.00	1,130.43	0.00
Subcontract	32,250.00	0.00	32,250.00	0.00
Labor	1,785.75	0.00	1,785.75	0.00
Total for 200.03 - STUCCO SYSTEM	35,166.18	0.00	35,166.18	0.00

Contract Item: 210.03 - FLOORING

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,909.27	0.00	1,909.27	0.00
Subcontract	83,933.00	0.00	83,933.00	0.00
Total for 210.03 - FLOORING	85,842.27	0.00	85,842.27	0.00

Contract Item: 230.03 - PAINTING

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	95,035.00	0.00	95,035.00	0.00
Total for 230.03 - PAINTING	95,035.00	0.00	95,035.00	0.00

Contract Item: 240.03 - WALLCOVERING - ALLOWANCE



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						6,500.00	0.00	6,500.00	0.00
Total for 240.03 - WALLCOVERING - ALLOWANCE						6,500.00	0.00	6,500.00	0.00

Contract Item: 250.03 - BUILDING SPECIALTIES

10522.03 - SIGNAGE						0.00	129.00
10/22	34213	10/18/22	07/12/22	47423	Sign It Quick	0.00	129.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						46,807.24	129.00	46,936.24	0.00
Subcontract						64,439.00	0.00	64,439.00	0.00
Labor						2,018.11	0.00	2,018.11	0.00
Total for 250.03 - BUILDING SPECIALTIES						113,264.35	129.00	113,393.35	0.00

Contract Item: 270.03 - EQUIPMENT

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						14,724.26	0.00	14,724.26	0.00
Labor						4,792.42	0.00	4,792.42	0.00
Total for 270.03 - EQUIPMENT						19,516.68	0.00	19,516.68	0.00

Contract Item: 280.03 - WINDOW TREATMENTS

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						8,385.00	0.00	8,385.00	0.00
Total for 280.03 - WINDOW TREATMENTS						8,385.00	0.00	8,385.00	0.00

Contract Item: 290.03 - POOL - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						493.10	0.00	493.10	0.00
Subcontract						983,770.00	0.00	983,770.00	0.00
Total for 290.03 - POOL - ALLOWANCE						984,263.10	0.00	984,263.10	0.00

Contract Item: 300.03 - PLAYGROUND



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						134,864.00	0.00	134,864.00	0.00
Total for 300.03 - PLAYGROUND						134,864.00	0.00	134,864.00	0.00

Contract Item: 310.03 - SPORTS COURTS & EQUIPMENT

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						66,062.00	0.00	66,062.00	0.00
Total for 310.03 - SPORTS COURTS & EQUIPMENT						66,062.00	0.00	66,062.00	0.00

Contract Item: 320.03 - ENTRY PAVILION - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						55,340.00	0.00	55,340.00	0.00
Total for 320.03 - ENTRY PAVILION - ALLOWANCE						55,340.00	0.00	55,340.00	0.00

Contract Item: 330.03 - BLDG & POOL FURNITURE - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						137.06	0.00	137.06	0.00
Subcontract						232,212.63	0.00	232,212.63	0.00
Labor						4,418.56	0.00	4,418.56	0.00
Total for 330.03 - BLDG & POOL FURNITURE - ALLOWANCE						236,768.25	0.00	236,768.25	0.00

Contract Item: 340.03 - PLUMBING

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						113,730.00	0.00	113,730.00	0.00
Total for 340.03 - PLUMBING						113,730.00	0.00	113,730.00	0.00

Contract Item: 350.03 - HVAC / MECHANICAL

15500.03 - HVAC								0.00	450.00
10/22	34214	10/18/22	09/09/22	F-41974	Southern Technologies of Jacksonville, Inc.			0.00	450.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost		
						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						600.00	450.00	1,050.00	0.00
Subcontract						155,966.00	0.00	155,966.00	0.00
Total for 350.03 - HVAC / MECHANICAL						156,566.00	450.00	157,016.00	0.00

Contract Item: 360.03 - ELECTRICAL

16011.03 - ELECTRICAL SUBCONTRACT						0.00	6,846.00
10/22	41154	10/26/22	10/31/22	1709-14	Alligood Electric Co., Inc.	0.00	2,657.00
10/22	41155	10/26/22	10/31/22	1709-14	Alligood Electric Co., Inc.	0.00	1,139.00
10/22	41156	10/26/22	10/31/22	1709-14	Alligood Electric Co., Inc.	0.00	3,050.00

						Previous Cost	Current Cost	JTD Cost	Current Hours
Material						1,350.00	0.00	1,350.00	0.00
Subcontract						450,409.00	6,846.00	457,255.00	0.00
Labor						1,800.00	0.00	1,800.00	0.00
Total for 360.03 - ELECTRICAL						453,559.00	6,846.00	460,405.00	0.00

Contract Item: 370.03 - PARKING LOT LIGHT CONDUIT - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						6,800.00	0.00	6,800.00	0.00
Total for 370.03 - PARKING LOT LIGHT CONDUIT - ALLOWANCE						6,800.00	0.00	6,800.00	0.00

Contract Item: 380.03 - ELEC. FOR FUTURE SCREENS - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						4,470.00	0.00	4,470.00	0.00
Total for 380.03 - ELEC. FOR FUTURE SCREENS - ALLOWANCE						4,470.00	0.00	4,470.00	0.00

Contract Item: 390.03 - ELECTRICAL FOR POOL - ALLOWANCE

						Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract						7,130.00	0.00	7,130.00	0.00
Total for 390.03 - ELECTRICAL FOR POOL - ALLOWANCE						7,130.00	0.00	7,130.00	0.00



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
Contract Item: 400.03 - LOW VOLTAGE SYSTEMS - ALLOWANCE							
16012.03 - VOICE DATA CABLING - ALLOWANCE						0.00	4,364.25
10/22	2066	10/04/22	10/03/22	1D9L-MFCY-1DMC	Amazon Capital Services, Inc.	0.00	2,869.25
10/22	29716	10/17/22	10/31/22	1709-6	Communications Solutions, Inc.	0.00	412.00
10/22	41157	10/26/22	10/31/22	1709-14	Alligood Electric Co., Inc.	0.00	1,083.00

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	33,676.80	2,869.25	36,546.05	0.00
Subcontract	135,108.00	1,495.00	136,603.00	0.00
Labor	0.00	0.00	0.00	0.00
Total for 400.03 - LOW VOLTAGE SYSTEMS - ALLOWANCE	168,784.80	4,364.25	173,149.05	0.00

Contract Item: 410.03 - DOG PARK - SITE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	2,184.00	0.00	2,184.00	0.00
Total for 410.03 - DOG PARK - SITE	2,184.00	0.00	2,184.00	0.00

Contract Item: 420.03 - DOG PARK - CONCRETE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Subcontract	8,800.00	0.00	8,800.00	0.00
Total for 420.03 - DOG PARK - CONCRETE	8,800.00	0.00	8,800.00	0.00

Contract Item: 430.03 - DOG PARK - FENCING

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	687.04	0.00	687.04	0.00
Subcontract	45,645.00	0.00	45,645.00	0.00
Total for 430.03 - DOG PARK - FENCING	46,332.04	0.00	46,332.04	0.00

Contract Item: 440.03 - DOG PARK - BENCHES - ALLOWANCE



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Mth	Trans #	Posted Date	Actual Date	Inv #	Detail Description	Hours	Cost
						Previous Cost	Current Cost
						JTD Cost	Current Hours
					Material	2,984.01	0.00
					Total for 440.03 - DOG PARK - BENCHES - ALLOWANCE	2,984.01	0.00

Contract Item: 450.03 - DOG PARK - SIGNAGE - ALLOWANCE

	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	3,727.50	0.00	3,727.50	0.00
Total for 450.03 - DOG PARK - SIGNAGE - ALLOWANCE	3,727.50	0.00	3,727.50	0.00

Job Totals	Previous Cost	Current Cost	JTD Cost	Current Hours
Material	1,206,190.70	16,393.06	1,222,583.76	0.00
Subcontract	7,111,063.63	83,414.00	7,194,477.63	0.00
Labor	266,115.78	472.60	266,588.38	10.50
Temporary Labor	12,385.91	0.00	12,385.91	0.00
Total for Job	8,595,756.02	100,279.66	8,696,035.68	10.50

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 15

Period To: 10/31/22

Application Date: 10/31/22

From: DNS Contracting, LLC
1517 Faye Road
Jacksonville, FL 32218

Project No.: 1709

Contract Date: 05/11/21

Commitment: 1709-016

Contract For: 1709-016 - SITEWORK & SITE CONCRETE - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$604,550.00
2. NET CHANGE BY CHANGE ORDERS	\$175,040.00
3. CONTRACT SUM TO DATE	\$779,590.00
4. TOTAL COMPLETED AND STORED TO DATE	\$779,590.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$779,590.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$768,540.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$11,050.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$166,640.00	\$2,650.00
Total approved this month	\$11,050.00	\$0.00
TOTALS	\$177,690.00	\$2,650.00
NET CHANGES by Change Orders		\$175,040.00

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

CONTRACTOR:

By: _____ Date: _____

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$11,050.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 15
APPLICATION DATE: 10/31/22
PERIOD TO: 10/31/22
PROJECT NO.: 1709

DNS Contracting, LLC

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
5	Subgrade And Base	\$94,750.00	\$94,750.00	-	-	\$94,750.00	100.00%	-	-
6	Curb and Gutters	\$12,150.00	\$12,150.00	-	-	\$12,150.00	100.00%	-	-
3	Clearing And Demolition	\$600.00	\$600.00	-	-	\$600.00	100.00%	-	-
4	Earthwork	\$107,050.00	\$107,050.00	-	-	\$107,050.00	100.00%	-	-
1	Mobilization	\$37,400.00	\$37,400.00	-	-	\$37,400.00	100.00%	-	-
2	Erosion Control	\$12,500.00	\$12,500.00	-	-	\$12,500.00	100.00%	-	-
13	Roof Drains	\$76,000.00	\$76,000.00	-	-	\$76,000.00	100.00%	-	-
11	Sanitary Sewer	\$36,100.00	\$36,100.00	-	-	\$36,100.00	100.00%	-	-
12	Storm Drain	\$93,500.00	\$93,500.00	-	-	\$93,500.00	100.00%	-	-
9	Watermain (Public)	\$28,900.00	\$28,900.00	-	-	\$28,900.00	100.00%	-	-
10	Watermain (Private)	\$13,000.00	\$13,000.00	-	-	\$13,000.00	100.00%	-	-
7	Asphalt Paving	\$54,350.00	\$54,350.00	-	-	\$54,350.00	100.00%	-	-
8	Striping And Signs	\$13,200.00	\$13,200.00	-	-	\$13,200.00	100.00%	-	-
1	Alt For Dumpster Pad, Sidewalks & Bollards	\$25,050.00	\$25,050.00	-	-	\$25,050.00	100.00%	-	-
3	SIDEWALKS (CO #1)	\$4,700.00	\$4,700.00	-	-	\$4,700.00	100.00%	-	-
4	SIDEWALKS (CO #1)	\$40,002.00	\$40,002.00	-	-	\$40,002.00	100.00%	-	-
3	SIDEWALKS (CO #1)	\$4,300.00	\$4,300.00	-	-	\$4,300.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #2)	\$22,800.00	\$22,800.00	-	-	\$22,800.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #3)	\$18,819.00	\$18,819.00	-	-	\$18,819.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #4)	\$1,080.00	\$1,080.00	-	-	\$1,080.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #4)	\$16,844.00	\$16,844.00	-	-	\$16,844.00	100.00%	-	-
5	Swimming Pool Plumbing (CO #5)	\$7,425.00	\$7,425.00	-	-	\$7,425.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #6)	\$1,495.00	\$1,495.00	-	-	\$1,495.00	100.00%	-	-
6	Budget Adjustment (CO #7)	\$2,650.00	\$2,650.00	-	-	\$2,650.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #7)	(\$2,650.00)	(\$2,650.00)	-	-	(\$2,650.00)	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #8)	\$7,275.00	\$7,275.00	-	-	\$7,275.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #9)	\$7,800.00	\$7,800.00	-	-	\$7,800.00	100.00%	-	-
1	SITWORK SUBCONTRACTOR (CO #9)	\$8,925.00	\$8,925.00	-	-	\$8,925.00	100.00%	-	-

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

DNS Contracting, LLC

APPLICATION NO.: 15
APPLICATION DATE: 10/31/22
PERIOD TO: 10/31/22
PROJECT NO.: 1709

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
5	Swimming Pool Plumbing (CO #9)	\$1,500.00	\$1,500.00	-	-	\$1,500.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #10)	\$3,600.00	\$3,600.00	-	-	\$3,600.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #10)	\$1,025.00	\$1,025.00	-	-	\$1,025.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #11)	\$3,350.00	\$3,350.00	-	-	\$3,350.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #12)	\$1,900.00	\$1,900.00	-	-	\$1,900.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #13)	\$8,200.00	\$8,200.00	-	-	\$8,200.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #14)	\$2,950.00	\$2,950.00	-	-	\$2,950.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #15)	\$1,800.00	-	\$1,800.00	-	\$1,800.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #16)	\$3,500.00	-	\$3,500.00	-	\$3,500.00	100.00%	-	-
1	SITEWORK SUBCONTRACTOR (CO #16)	\$5,750.00	-	\$5,750.00	-	\$5,750.00	100.00%	-	-
PAYMENT TOTALS		\$779,590.00	\$768,540.00	\$11,050.00	-	\$779,590.00	100.00%	-	-



ARC DOCUMENT SOLUTIONS LLC
 7999 PHILIPS HIGHWAY
 SUITE 107
 JACKSONVILLE FL 32256
 (904)399-8946

DATE 9/28/2022	INVOICE 43FLI9230690
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1709
 01153
 2681.86

BILL TO:

AULD & WHITE CONSTRUCTORS LLC

4168 SOUTHPOINT PKWAY
 SUITE #101
 JACKSONVILLE, FL 32216
 P: (904) 296-2555
 F: (904) 296-6990 ext. 13



SHIP TO:

AULD & WHITE CONSTRUCTORS

Brittney Bushey
 4168 Southpoint Pkwy S Ste 101
 Jacksonville, FL 32216-0979
 P: (904) 296-2555
 F: (904) 296-6990 ext. 13

Purchase Order #		Customer ID		Shipping Method		Payment Terms		Order Due Date		Order	
1709 Closeout Manual		1024276		ARC DELIVERY		NET30				43FL09238410	
Ordered By				Project Number				Project Name			
Brittney Bushey				1709 Closeout Manual				1709 Closeout Manual			
Quantity Ordered	Quantity Shipped	Quantity BO	UOM	Item Number	Description	Price	Extended Price				
30	30	0	EACH	2501	Color Copies 11X17 2 sets of 15	\$0.36	\$10.80				
772	772	0	EACH	1902	BW Copies 11X17 2 sets of 386	\$0.13	\$100.36				
802	802	0	EACH	1943.01	Folding Special/Manual - Per Fold 2 sets of 401	\$0.18	\$144.36				
4758	4758	0	EACH	2500	Color Copies 8.5X11 2 sets of 2379	\$0.18	\$856.44				
3822	3822	0	EACH	1900	8.5 X 11 Copies 2 sets of 1911	\$0.07	\$267.54				
498	498	0	EACH	1914.02	Slip Sheets 2 sets of 249	\$0.05	\$24.90				
84	84	0	EACH	1931.01	Tabs - Printed 2 sets of 42	\$1.65	\$138.60				
1	1	0	EACH	1933	Tab Setup 1 set of 1	\$20.00	\$20.00				
10766	10766	0	EACH	1936	Drilling 2 or 3-Hole 2 sets of 5383	\$0.045	\$484.47				
8	8	0	EACH	2501	Color Copies 11X17 2 sets of 4	\$0.36	\$2.88				
6	6	0	EACH	1902	BW Copies 11X17 2 sets of 3	\$0.13	\$0.78				
14	14	0	EACH	1943.01	Folding Special/Manual - Per Fold 2 sets of 7	\$0.18	\$2.52				
698	698	0	EACH	2500	Color Copies 8.5X11 2 sets of 349	\$0.18	\$125.64				
226	226	0	EACH	1900	8.5 X 11 Copies 2 sets of 113	\$0.07	\$15.82				
58	58	0	EACH	1914.02	Slip Sheets 2 sets of 29	\$0.05	\$2.90				
22	22	0	EACH	1931.01	Tabs - Printed 2 sets of 11	\$1.65	\$36.30				



ARC DOCUMENT SOLUTIONS LLC
 7999 PHILIPS HIGHWAY
 SUITE 107
 JACKSONVILLE FL 32256
 (904)399-8946

DATE 9/28/2022	INVOICE 43FLI9230690
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Quantity Ordered	Quantity Shipped	Quantity BO	UOM	Item Number	Description	Price	Extended Price
1	1	0	EACH	1933	Tab Setup	\$10.00	\$10.00
					1 set of 1		
1032	1032	0	EACH	1936	Drilling 2 or 3-Hole	\$0.045	\$46.44
					2 sets of 516		
2	2	0	EACH	1958.03	3 Ring Binders To 2	\$18.00	\$36.00
					2 sets of 1		
3	3	0	EACH	1958.06	5" Binder /WT/D-Ring	\$28.00	\$84.00
					3 sets of 1		
3	3	0	EACH	49UNV20997	BINDER VIEW 3RING WHITE 5"	\$28.00	\$84.00
					3 sets of 1		

Billor: cmauney	Subtotal	\$2,494.75
	Misc	\$0.00
	Tax	\$187.11
	Freight	\$0.00
	Trade Discount	\$0.00
	Total	\$2,681.86
	Amount Received	
	Total Due	\$2,681.86

CUSTOMER NO	INVOICE	DOC DATE	AMOUNT DUE
1024276	43FLI9230690	9/28/2022	\$2681.86

REMIT PAYMENT TO

ARC DOCUMENT SOLUTIONS LLC
 PO BOX 953466
 ST. LOUIS, MO 63195-3466
 (813) 606-4785

We accept: Visa | MasterCard | American Express | Discover

Card/Check Number: _____ Exp. Date: _____

Signature: _____ Amount: \$ _____



QuickPay Online Payment
 Scan or Click

[HTTPS://PAY.ARCREMOTE.COM/P/AA0316A4-ABBC-4402-BC01-1EBB2A525511](https://pay.arcremote.com/p/aa0316a4-abbc-4402-bc01-1ebb2a525511)



ARC DOCUMENT SOLUTIONS LLC
 7999 PHILIPS HIGHWAY
 SUITE 107
 JACKSONVILLE FL 32256
 (904)399-8946

PACKING SLIP

43FLO9238410

Printed On:
 08/30/2022 08:15 AM

Please inspect your order. No returns after 45 days and without prior authorization. Product must be returned in original packaging and may be subject to a 20% restocking fee.

BILL TO:

AULD & WHITE CONSTRUCTORS LLC

4168 SOUTHPOINT PKWAY
 SUITE #101
 JACKSONVILLE, FL 32216
 P: (904) 296-2555
 F: (904) 296-6990 ext. 13

Handwritten in purple:
 1709 / Bushey
 0153

SHIP TO:

AULD & WHITE CONSTRUCTORS

Brittney Bushey
 4168 SOUTHPOINT PKWAY
 SUITE #101
 JACKSONVILLE, FL 32216
 P: (904) 296-2555
 F: (904) 296-6990 ext. 13

Ordered By: Brittney Bushey

(904) 296-2555

bbushey@auld-white.com

PURCHASE ORDER #	CUSTOMER NO.	SALES PERSON	SHIPPING	TERMS	ORDER ID	DOC DATE
1709	1024276	40380	ARC DELIVERY	NET30		8/30/2022
PROJECT #		PROJECT NAME			DUE DATE	
1709		1709				

ORDERED	SHIPPED	B/O	ITEM #	DESCRIPTION	U of M
0	0	0			



Signature	Print Name	Date



PNC COMMERCIAL CARD
 PO BOX 825843
 PHILADELPHIA PA 19182-5843

MEMO STATEMENT

ACCOUNT NUMBER XXXX XXXX XXXX 4205
 STATEMENT DATE 10-15-22
 TOTAL ACTIVITY \$3,269.38

00
 0022LBAB - 000088 - 0001 - 0002 - 2



GEORGE ARCO
 AULD WHITE CONSTRUCTORS
 4168 SOUTHPOINT PKWY S STE 101
 JACKSONVILLE FL 32216-0979

**T0000048

93220/01161-\$1,098.20
 70850.07-\$491.31
 71300.11-\$23.96

** MEMO STATEMENT ONLY **
 DO NOT REMIT PAYMENT

71100.11-\$289.85
 70800.05-\$157.46
 61200-\$700.00
 74300-\$248.10
 75100.11-\$185.50
 1709/01279-\$75.00

CARDHOLDER SUMMARY

GEORGE ARCO XXXX XXXX XXXX 4205	Purchases And Other Debits	+	Cash Advances	-	Credits	=	Total Activity
Cardholder Total	\$3,269.38		\$0.00		\$0.00		\$3,269.38

CARDHOLDER ACTIVITY

Post Date	Tran Date	Reference Number	Transaction Description	Amount
09-16	09-16	55432862259204737459009	PANERA BREAD #601027 O 904-262-1732 FL Purch ID Sales Tax \$0.00	30.13
09-16	09-16	55432862259204737459017	PANERA BREAD #601027 O 904-262-1732 FL Purch ID Sales Tax \$0.00	117.92
09-19	09-17	55432862260205024687514	PANERA BREAD #600764 O 904-645-5747 FL Purch ID Sales Tax \$0.00	157.46
09-21	09-20	55432862263206034071217	SQ *ABSOLUTE TRANSPORT YULEE FL Purch ID 00023058430163237 Sales Tax \$0.00	350.00
09-23	09-22	55432862265206612464964	AMZN MKTP US*1U6W513G0 AMZN.COM/BILL WA Purch ID 113-9104490-28586 Sales Tax \$1.50	21.48
09-23	09-22	55432862265206555560380	SQ *ABSOLUTE TRANSPORT JACKSONVILLE FL Purch ID 00023058430163320 Sales Tax \$0.00	350.00
09-26	09-24	55432862267206986370092	AMAZON.COM*1U9F2VC1 AMZN.COM/BILL WA Purch ID 113-8808122-99938 Sales Tax \$10.09	144.64
09-26	09-23	75418232266156816728865	BHY*SMPSNORTHFLORIDA 866-245499 VA Purch ID Sales Tax \$0.00	185.50
09-28	09-27	55432862270207876687897	AMZN MKTP US*1U15M4700 AMZN.COM/BILL WA Purch ID 71100.11.4 Sales Tax \$0.75	10.74
09-30	09-29	55432862272208465222037	AMZN MKTP US*1U2YZ1W72 AMZN.COM/BILL WA Purch ID 74300 Sales Tax \$7.22	103.46
10-04	10-03	55432862276209590521588	SQ *RIVER CITY VIEWS GOSQ.COM FL Purch ID 00023058430163923 Sales Tax \$0.00	75.00
10-05	10-04	05436842278000300426429	DOLLAR TREE JACKSONVILLE FL Purch ID Sales Tax \$0.09	1.34
10-05	10-04	55483822278091002587310	WAL-MART #1172 JACKSONVILLE FL Purch ID Sales Tax \$0.00	39.46
10-05	10-04	02305372278000500005380	JACKSONVILLE JUMBO SHR 904-358-2846 FL Purch ID Sales Tax \$0.00	1,098.20
10-06	10-05	55432862279200376451659	GATE 1217 JACKSONVILLE FL Purch ID Sales Tax \$0.60	8.58

CUSTOMER SERVICE AND LOST CARD REPORTING Inside U.S. 1-877-558-8814 Outside U.S. 1-877-558-8814	ACCOUNT NUMBER XXXX-XXXX-XXXX-4205	ACCOUNT SUMMARY	
	STATEMENT DATE 10/15/22		
SEND INQUIRIES TO: PNC COMMERCIAL CARD PO BOX 825843 PHILADELPHIA PA 19182-5843	CREDIT LIMIT \$10,000.00	CASH ADVANCES .00	CASH ADVANCE FEES .00
	DISPUTED AMOUNT \$0.00	CREDITS .00	TOTAL ACTIVITY \$3,269.38

RECEIVED
 OCT 19 2022
 Auld & White Constructors

1700 / 0.2 79.01



River City Views
nathan@rivercityviewsjax.com

Invoice #000168-R-0013

Issue date
Oct 2, 2022

Invoice #000168-R-0013

We look forward to working with you and thank you for your support of local business!
Please visit our websites at www.rivercityviewsjax.com and www.facebook.com/rivercityviews

Bill To	Invoice Details	Payment	Recurring
Jessica Longo jlongo@auld-white.com	PDF created October 3, 2022 \$75.00	Due October 2, 2022 \$75.00	Repeats monthly on the 2nd Repeats indefinitely

Item	Quantity	Price	Amount
Out of service area trip fee	1	\$75.00	\$75.00
Subtotal			\$75.00
Total Paid			\$75.00

Payments	Amount
Oct 3, 2022 (Mastercard 4205)	\$75.00



View online
To view your invoice go to <https://gosq.me/u/PtJzd8SR>
Or open your camera on your mobile device, and place the code on the left within the camera's view.

1709 JTD

01311.01



How doers
get more done™

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00051 62854 09/06/22 10:40 AM
SALE CASHIER BRENDA

027541001235 BOTTLE WATER <A>	
1/2 LITER WATER 24PK	
2@4.98	9.96N
034223423308 10GA JUG THD <A>	54.98
10 GALLON HD JUG	
1006-917-295 7LB PRE ICE <A>	
7 LB PREMIUM ICE BAG (RI)	
2@2.47	4.94

SUBTOTAL	69.88
SALES TAX	4.19
TOTAL	\$74.07

XXXXXXXXXXXX9557 HOME DEPOT
AUTH CODE 006933/8514623 USD\$ 74.07
TA

AULD & WHITE CONST
MERS MARK
Chip Read
AID A0000000049999D8400305 THD PLCC PRO

P.O.#/JOB NAME: 1709

6921 09/06/22 10:40 AM



6921 51 62854 09/06/2022 7047

RETURN POLICY DEFINITIONS		
POLICY ID	DAYS	POLICY EXPIRES ON
A 11	365	09/06/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 132918 126048
PASSWORD: 22456 125997

Entries must be completed within 1
of purchase. Entrants must be 18
lder to enter. See complete ru
website. No purchase necessa

Gate Fleet Services Acct No.86918-2766

10/1/22

10/1/2022

Driver #	Driver	Total	Job	Phase
6175	Brickel, Ryan	161.31	00220-79	01532.
6767	Kemp, Shane	436.88	00220-79	01532.
1694	Greenlee, Scott	72.25	1700	81634.
6850	Mers, Mark	110.85	1709	83902.01
6850	Mers, Mark	26.35	1709	01311.01
6850	Mers, Mark	180.79	1709	01620.01
7237	Borders, Lee	332.99	1718	81634.
7237	Borders, Lee	154.41	1718	01613.
7237	Borders, Lee	11.57	1718	01311.
8875	Floyd, Steven	297.37	1719	81634
8470	Savilonis, William	445.91	1722	81634.
8724	Dokken, Jeff	142.27	1722	81634.
1201	Hogan, Niko	156.45	1725	81634.
2306	Hagerty, Tim	250.00	1732	81634
6356	Wilkinson, Norman	210.82	1735	83906.
6356	Wilkinson, Norman	138.29	1735	01633.
6850	Mers, Mark	30.54	1735	01311.
6850	Mers, Mark	148.77	1735	83901.
6850	Mers, Mark	563.23	1735	83902.
5505	Brown, Mike	225.78	1735-2	81634.
8724	Dokken, Jeff	129.94	1735-2	81634.
6850	Mers, Mark	130.80	1739	01634.
8713	Slaugh, John	440.61	1739	01634.
6850	Mers, Mark	130.62	1740	83901.
6850	Mers, Mark	224.84	1740	83902.
6850	Mers, Mark	21.52	1740	01311.
9475	De Valle, Miguel	381.13	1740	83906.
1794	Coronado, Alex	71.54	1743	01634.
4347	Thompson, Kevin	551.38	1743	01634.
6850	Mers, Mark	67.69	1743	01634.
1863	Cheney, Scott	294.98	1746	81634.
1863	Cheney, Scott	35.58	1746	01614.
7163	Rummel, Anthony	306.56	1746	81634.
7163	Rummel, Anthony	90.07	1746	01614
496	Gribbin, Gerald	507.83	1748	81634.
496	Gribbin, Gerald	394.92	1748	02001.
6850	Mers, Mark	78.27	1748	81634.
6850	Mers, Mark	5.35	1748	01311.
9602	Debile, Johnny	577.68	1748	81634.
2288	Taylor, Jason	272.45	1749	81634.
7322	Lanahan, Tim	401.42	1749	81634.
8737	Jundt, Mark	149.50	1752	81634.
6850	Mers, Mark	123.33	1756	83901
8568	Rollins, Dennis	577.31	1756	01634.
9300	Mueller, Willie	541.30	1758	01634.
3550	Richards, John	286.87	1762	81634.
1420	Wagner, Alan	294.46	1763	81634.



1709 JTD
6/5/11.01

How doers
get more done™

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00052 64924 09/08/22 09:16 AM
SALE CASHIER MARIE

073257012829 12' PLASTIC <A> 64.48
12'X400' .7MIL CLR PLASTIC
1006-917-295 7LB PRE ICE <A>
7 LB PREMIUM ICE BAG (RI)
2@2.47 4.94

SUBTOTAL 69.42
SALES TAX 4.86
TOTAL \$74.28

XXXXXXXXXXXX9557 HOME DEPOT USD\$ 74.28
AUTH CODE 008967/6524157 TA

AULD & WHITE CONST
MERS MARK
Chip Read
AID A0000000049999908400305 THD PLCC PROX

P.O.#/JOB NAME: 1709

6921 09/08/22 09:16 AM



6921 52 64924 09/08/2022 8032

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/08/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

¡¡¡¡¡
¡¡¡¡¡ en español

www.homedepot.com/survey

User ID: 058 130189
PASS: 130137

Entries must be entered within 14 d
of purchase. Must be 18 or
older to enter. Complete titles
website. No purchase necessary.



How doers
get more done.

1709 JD
01/5/11/01

463785 STATE ROAD 200
YULEE, FL 32097 (904)225-2940

6921 00052 91331 09/20/22 08:06 AM
SALE SELF CHECKOUT

073257012911 POLY SHEET <A> 140.00
20'X100' 6MIL CLEAR POLY SHEETING

SUBTOTAL 140.00
SALES TAX 9.80
TOTAL \$149.80

XXXXXXXXXXXX9557 HOME DEPOT
AUTH CODE 020398/4525358 USD\$ 149.80
TA

AULD & WHITE CONST
MERS MARK
Chip Read
AID A0000000049999D8400305 THD PLCC PROX

P.O.#/JOB NAME: 1709

6921 09/20/22 08:06 AM



6921 52 91331 09/20/2022 8089

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 09/20/2023

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H8B 189872 183003
PASSWORD: 22470 182951

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
purchase necessary.

Gate Fleet Services Acct No.86918-2766

10/1/22

10/1/2022

Driver #	Driver	Total	Job	Phase
6175	Brickel, Ryan	161.31	00220-79	01532.
6767	Kemp, Shane	436.88	00220-79	01532.
1694	Greenlee, Scott	72.25	1700	81634.
6850	Mers, Mark	110.85	1709	83902.01
6850	Mers, Mark	26.35	1709	01311.01
6850	Mers, Mark	180.79	1709	01620.01
7237	Borders, Lee	332.99	1718	81634.
7237	Borders, Lee	154.41	1718	01613.
7237	Borders, Lee	11.57	1718	01311.
8875	Floyd, Steven	297.37	1719	81634
8470	Savilonis, William	445.91	1722	81634.
8724	Dokken, Jeff	142.27	1722	81634.
1201	Hogan, Niko	156.45	1725	81634.
2306	Hagerty, Tim	250.00	1732	81634
6356	Wilkinson, Norman	210.82	1735	83906.
6356	Wilkinson, Norman	138.29	1735	01633.
6850	Mers, Mark	30.54	1735	01311.
6850	Mers, Mark	148.77	1735	83901.
6850	Mers, Mark	563.23	1735	83902.
5505	Brown, Mike	225.78	1735-2	81634.
8724	Dokken, Jeff	129.94	1735-2	81634.
6850	Mers, Mark	130.80	1739	01634.
8713	Slaugh, John	440.61	1739	01634.
6850	Mers, Mark	130.62	1740	83901.
6850	Mers, Mark	224.84	1740	83902.
6850	Mers, Mark	21.52	1740	01311.
9475	De Valle, Miguel	381.13	1740	83906.
1794	Coronado, Alex	71.54	1743	01634.
4347	Thompson, Kevin	551.38	1743	01634.
6850	Mers, Mark	67.69	1743	01634.
1863	Cheney, Scott	294.98	1746	81634.
1863	Cheney, Scott	35.58	1746	01614.
7163	Rummel, Anthony	306.56	1746	81634.
7163	Rummel, Anthony	90.07	1746	01614
496	Gribbin, Gerald	507.83	1748	81634.
496	Gribbin, Gerald	394.92	1748	02001.
6850	Mers, Mark	78.27	1748	81634.
6850	Mers, Mark	5.35	1748	01311.
9602	Debile, Johnny	577.68	1748	81634.
2288	Taylor, Jason	272.45	1749	81634.
7322	Lanahan, Tim	401.42	1749	81634.
8737	Jundt, Mark	149.50	1752	81634.
6850	Mers, Mark	123.33	1756	83901
8568	Rollins, Dennis	577.31	1756	01634.
9300	Mueller, Willie	541.30	1758	01634.
3550	Richards, John	286.87	1762	81634.
1420	Wagner, Alan	294.46	1763	81634.

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 5

Period To: 10/31/22

Application Date: 10/25/22

From: Superior Fence & Rail of North Florida
5470 Highway Ave
Jacksonville, FL 32254

Project No.: 1709

Contract Date: 12/28/21

Commitment: 1709-048

Contract For: 1709-048 - FENCE & GATES

1. ORIGINAL CONTRACT AMOUNT	\$33,120.00
2. NET CHANGE BY CHANGE ORDERS	\$38,260.00
3. CONTRACT SUM TO DATE	\$71,380.00
4. TOTAL COMPLETED AND STORED TO DATE	\$71,380.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$71,380.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$40,155.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$31,225.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$7,035.00	\$0.00
Total approved this month	\$31,225.00	\$0.00
TOTALS	\$38,260.00	\$0.00
NET CHANGES by Change Orders		\$38,260.00

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

CONTRACTOR:

By: _____ Date: _____

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$31,225.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 5
APPLICATION DATE: 10/25/22
PERIOD TO: 10/31/22
PROJECT NO.: 1709

Superior Fence & Rail of North Florida

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
001	6'h Fabricated Aluminum Fencing Black with 3 Walk Gates with 48" opening	\$13,770.00	\$13,770.00	-	-	\$13,770.00	100.00%	-	-
002	4'h Fabricated Aluminum Fencing Black with 1 walk gate with 4'4" opening	\$13,050.00	\$13,050.00	-	-	\$13,050.00	100.00%	-	-
003	Entry Gate Black	\$6,300.00	\$6,300.00	-	-	\$6,300.00	100.00%	-	-
1	FENCE & GATES (CO #1)	\$3,550.00	\$3,550.00	-	-	\$3,550.00	100.00%	-	-
1	FENCE & GATES (CO #2)	\$3,485.00	\$3,485.00	-	-	\$3,485.00	100.00%	-	-
1	FENCE & GATES (CO #3)	\$31,225.00	-	\$31,225.00	-	\$31,225.00	100.00%	-	-
PAYMENT TOTALS		\$71,380.00	\$40,155.00	\$31,225.00	-	\$71,380.00	100.00%	-	-

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
 4168 Southpoint Pkwy
 Suite 101
 Jacksonville, FL 32216

From: The Tree Amigos Outdoor Services, Inc.
 5000-18 highway 17 #235
 Fleming Island, , FL 32003

Contract For: 1709-024 - LANDSCAPING & IRRIGATION - AMENITY CENTER

Project: 1709 - Tributary Amenity Center

Application No.: 13
 Period To: 10/31/22
 Application Date: 10/03/22
 Project No.: 1709
 Contract Date: 05/20/21
 Commitment: 1709-024

1. ORIGINAL CONTRACT AMOUNT	\$242,180.00
2. NET CHANGE BY CHANGE ORDERS	\$63,582.00
3. CONTRACT SUM TO DATE	\$305,762.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G)	\$305,762.00
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$305,762.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$300,512.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$5,250.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(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 were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Shannon McKissock Date: 10/03/22

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$5,250.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$58,332.00	\$0.00
Total approved this month	\$5,250.00	\$0.00
TOTALS	\$63,582.00	\$0.00
NET CHANGES by Change Orders		\$63,582.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 13
 APPLICATION DATE: 10/03/22
 PERIOD TO: 10/31/22
 PROJECT NO.: 1709

The Tree Amigos Outdoor Services, Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
	Trees	\$102,475.00	\$102,475.00	-	-	\$102,475.00	100.00%	-	-
	Shrubs	\$43,312.75	\$43,312.75	-	-	\$43,312.75	100.00%	-	-
	Sod	\$9,400.00	\$9,400.00	-	-	\$9,400.00	100.00%	-	-
	Mulch	\$12,111.00	\$12,111.00	-	-	\$12,111.00	100.00%	-	-
	Irrigation	\$39,275.00	\$39,275.00	-	-	\$39,275.00	100.00%	-	-
	Playground Materials	\$12,221.00	\$12,221.00	-	-	\$12,221.00	100.00%	-	-
	Boulders	\$8,835.00	\$8,835.00	-	-	\$8,835.00	100.00%	-	-
	Grade	\$2,000.00	\$2,000.00	-	-	\$2,000.00	100.00%	-	-
	Equipment	\$3,000.00	\$3,000.00	-	-	\$3,000.00	100.00%	-	-
	Mobilization	\$2,000.00	\$2,000.00	-	-	\$2,000.00	100.00%	-	-
	Delivery	\$7,550.25	\$7,550.25	-	-	\$7,550.25	100.00%	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
2	LANDSCAPING & IRRIGATION (CO #1)	\$1,934.00	\$1,934.00	-	-	\$1,934.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #2)	\$8,925.00	\$8,925.00	-	-	\$8,925.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #2)	\$2,315.00	\$2,315.00	-	-	\$2,315.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #3)	\$2,250.00	\$2,250.00	-	-	\$2,250.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #4)	\$990.00	\$990.00	-	-	\$990.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #5)	\$15,439.00	\$15,439.00	-	-	\$15,439.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #6)	\$14,485.00	\$14,485.00	-	-	\$14,485.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #7)	\$11,994.00	\$11,994.00	-	-	\$11,994.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #8)	\$5,250.00	-	\$5,250.00	-	\$5,250.00	100.00%	-	-
PAYMENT TOTALS		\$305,762.00	\$300,512.00	\$5,250.00	-	\$305,762.00	100.00%	-	-

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 14

Period To: 10/31/22

Application Date: 10/24/22

From: The Tree Amigos Outdoor Services, Inc.
5000-18 highway 17 #235
Fleming Island, , FL 32003

Project No.: 1709

Contract Date: 05/20/21

Commitment: 1709-024

Contract For: 1709-024 - LANDSCAPING & IRRIGATION -
AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$242,180.00
2. NET CHANGE BY CHANGE ORDERS	\$64,632.00
3. CONTRACT SUM TO DATE	\$306,812.00
4. TOTAL COMPLETED AND STORED TO DATE	\$306,812.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$306,812.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$305,762.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$1,050.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$63,582.00	\$0.00
Total approved this month	\$1,050.00	\$0.00
TOTALS	\$64,632.00	\$0.00
NET CHANGES by Change Orders		\$64,632.00

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

CONTRACTOR:

By: Shannon McKissock

Date: 10/24/22

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$1,050.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 14
 APPLICATION DATE: 10/24/22
 PERIOD TO: 10/31/22
 PROJECT NO.: 1709

The Tree Amigos Outdoor Services, Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
	Trees	\$102,475.00	\$102,475.00	-	-	\$102,475.00	100.00%	-	-
	Shrubs	\$43,312.75	\$43,312.75	-	-	\$43,312.75	100.00%	-	-
	Sod	\$9,400.00	\$9,400.00	-	-	\$9,400.00	100.00%	-	-
	Mulch	\$12,111.00	\$12,111.00	-	-	\$12,111.00	100.00%	-	-
	Irrigation	\$39,275.00	\$39,275.00	-	-	\$39,275.00	100.00%	-	-
	Playground Materials	\$12,221.00	\$12,221.00	-	-	\$12,221.00	100.00%	-	-
	Boulders	\$8,835.00	\$8,835.00	-	-	\$8,835.00	100.00%	-	-
	Grade	\$2,000.00	\$2,000.00	-	-	\$2,000.00	100.00%	-	-
	Equipment	\$3,000.00	\$3,000.00	-	-	\$3,000.00	100.00%	-	-
	Mobilization	\$2,000.00	\$2,000.00	-	-	\$2,000.00	100.00%	-	-
	Delivery	\$7,550.25	\$7,550.25	-	-	\$7,550.25	100.00%	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
2	LANDSCAPING & IRRIGATION (CO #1)	\$1,934.00	\$1,934.00	-	-	\$1,934.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #2)	\$8,925.00	\$8,925.00	-	-	\$8,925.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #2)	\$2,315.00	\$2,315.00	-	-	\$2,315.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #3)	\$2,250.00	\$2,250.00	-	-	\$2,250.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #4)	\$990.00	\$990.00	-	-	\$990.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #5)	\$15,439.00	\$15,439.00	-	-	\$15,439.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #6)	\$14,485.00	\$14,485.00	-	-	\$14,485.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #7)	\$11,994.00	\$11,994.00	-	-	\$11,994.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #8)	\$5,250.00	\$5,250.00	-	-	\$5,250.00	100.00%	-	-
1	LANDSCAPING & IRRIGATION (CO #9)	\$1,050.00	-	\$1,050.00	-	\$1,050.00	100.00%	-	-
	PAYMENT TOTALS	\$306,812.00	\$305,762.00	\$1,050.00	-	\$306,812.00	100.00%	-	-

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 6
Period To: 10/31/22
Application Date: 10/16/22
Project No.: 1709
Contract Date: 07/18/21
Commitment: 1709-038

From: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Contract For: 1709-038 - CONCRETE - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$214,847.00
2. NET CHANGE BY CHANGE ORDERS	\$38,748.00
3. CONTRACT SUM TO DATE	\$253,595.00
4. TOTAL COMPLETED AND STORED TO DATE	\$253,595.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$253,595.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$227,747.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$25,848.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(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 were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____
State Of: _____
County Of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$25,848.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$12,900.00	\$0.00
Total approved this month	\$25,848.00	\$0.00
TOTALS	\$38,748.00	\$0.00
NET CHANGES by Change Orders		\$38,748.00

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 6
APPLICATION DATE: 10/16/22
PERIOD TO: 10/31/22
PROJECT NO.: 1709

Auld & White Constructors

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
			1	Lakehouse Building Concrete		\$123,875.00	\$123,875.00		
2	Fitness Building Concrete	\$90,972.00	\$90,972.00	-	-	\$90,972.00	100.00%	-	-
2	Add for ASI No. 3 - Entry Pavilion (CO #1)	\$4,100.00	\$4,100.00	-	-	\$4,100.00	100.00%	-	-
3	Add for Dog Park (CO #1)	\$8,800.00	\$8,800.00	-	-	\$8,800.00	100.00%	-	-
1	CONCRETE (CO #2)	\$25,848.00	-	\$25,848.00	-	\$25,848.00	100.00%	-	-
PAYMENT TOTALS		\$253,595.00	\$227,747.00	\$25,848.00	-	\$253,595.00	100.00%	-	-

APPROVED

APPLICATION FOR PAYMENT

To: Auld & White Constructors
 4168 Southpoint Pkwy
 Suite 101
 Jacksonville, FL 32216

From: Stonebridge Construction Services, LLC
 6956 Philips Parkway Drive N
 Jacksonville, FL 32256

Project: 1709 - Tributary Amenity Center

Application No.: 7
 Period To: 10/31/22
 Application Date: 10/31/22
 Project No.: 1709
 Contract Date: 05/11/21
 Commitment: 1709-020

Contract For: 1709-020 - ROOFING - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$111,850.00
2. NET CHANGE BY CHANGE ORDERS	\$8,330.00
3. CONTRACT SUM TO DATE	\$120,180.00
4. TOTAL COMPLETED AND STORED TO DATE	\$120,180.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$120,180.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$119,530.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$650.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$7,680.00	\$0.00
Total approved this month	\$650.00	\$0.00
TOTALS	\$8,330.00	\$0.00
NET CHANGES by Change Orders		\$8,330.00

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

CONTRACTOR:

By: _____ Date: _____
 State Of: _____
 County Of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$650.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 7
APPLICATION DATE: 10/31/22
PERIOD TO: 10/31/22
PROJECT NO.: 1709

Stonebridge Construction Services, LLC

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
001	Fitness and Bath House gutters M&L	\$6,900.00	\$6,900.00	-	-	\$6,900.00	100.00%	-	-
002	Lakehouse gutters M&L	\$6,900.00	\$6,900.00	-	-	\$6,900.00	100.00%	-	-
001	Fitness and Bath House metal material	\$14,600.00	\$14,600.00	-	-	\$14,600.00	100.00%	-	-
002	Fitness and Bath House metal labor	\$4,000.00	\$4,000.00	-	-	\$4,000.00	100.00%	-	-
003	Fitness and Bath House shingle material	\$24,450.00	\$24,450.00	-	-	\$24,450.00	100.00%	-	-
004	Fitness and Bath House shingle labor	\$11,000.00	\$11,000.00	-	-	\$11,000.00	100.00%	-	-
005	Lakehouse metal roof material	\$20,500.00	\$20,500.00	-	-	\$20,500.00	100.00%	-	-
006	Lakehouse metal roof labor	\$5,000.00	\$5,000.00	-	-	\$5,000.00	100.00%	-	-
007	Lakehouse shingle material	\$13,000.00	\$13,000.00	-	-	\$13,000.00	100.00%	-	-
008	Lakehouse shingle labor	\$5,500.00	\$5,500.00	-	-	\$5,500.00	100.00%	-	-
3	Entry Pavilion - Allowance (CO #1)	\$7,680.00	\$7,680.00	-	-	\$7,680.00	100.00%	-	-
2	SHINGLE & METAL ROOF (CO #2)	\$650.00	-	\$650.00	-	\$650.00	100.00%	-	-
PAYMENT TOTALS		\$120,180.00	\$119,530.00	\$650.00	-	\$120,180.00	100.00%	-	-



3338 ATLANTIC BLVD., (NEXT TO FIRE DEPT. @ ST. NICHOLAS)
 JACKSONVILLE, FLORIDA 32207
 Phone: 904-724-4321
 Fax: 904-724-9717

Handwritten notes: 1709 | JTP
~~01071~~ | 129.00
 10522-03

Invoice Number 47423
 P.O. #: No Date Specified
 Requested Date:
 Ship Via: ROGER
 Clerk: 7/12/2022 - 12:12PM
 Order Date: 7/15/2022 - 5:00 PM
 Due Date:
 External Customer #: 0

Bill To:

Ship To:

AULD & WHITE
 REID PARRY
 4168 SOUTHPOINT PKWY
 SUITE 101
 JACKSONVILLE, FL 32216

AULD & WHITE
 REID PARRY
 4168 SOUTHPOINT PKWY
 SUITE 101
 JACKSONVILLE, FL 32216

INVOICE DESCRIPTION

JOB #1709 TRIBUTARY AMENITY CENTER

Product Code	Sides	Quantity	Vertical	Horizontal	Price @	Total
ALUMACORR	1	3.00	0.00 INCH	1.00 INCH	\$40.00	\$120.00
DIGITAL PRINT LAMINATED AND APPLIED TO 3/16" THICK WHITE ACRYLIC, SINGLE SIDED, HOLES IN CORNERS FOR MOUNTING, SQUARE CORNERS.						
1 - CAUTION BURRIED ELECTRIC..... (6" X 9")						
1 - NOTICE WATER SHUT OFF (8"X12")						
1 - NOTICE GAS SHUT OFF (8"X12")						



Notes/Ship to:

Sub-Total	\$120.00
Taxable	\$120.00
Non-Taxable	\$0.00
Sales Tax	\$9.00
Shipping	\$0.00
Total	\$129.00
Deposits	
Payments	
Finance Charges	\$0.00
Balance	\$129.00

Customer Phone 904-703-2261 Ext:
 Customer Fax:
 Customer E-mai rparry@auld-white.com
 Customer #: 1186
 Customer Tax ID:
 Terms: Net 30 Days
 Salesperson: SIGN IT QUICK
 Date Picked Up: 7/20/2022

Clerk: _____ x _____
 Customer Signature



Invoice

Southern Technologies of Jacksonville, Inc

State Certification # CAC057518,
 270 US Hwy 90 East,
 Baldwin, FL 32234
 (904) 266-2100
 mhanks@southerntechnologiesjax.com

1709
1718
15500.07

JTD
450.00

Invoice Date:	09/09/2022
Invoice No:	F-41974
Due Date:	09/09/2022
Sales Rep:	Marty
Customer PO:	
Work Order No.	WO-47127

Bill To Address
Auld & White Constructors, Inc. 4168 Southpoint Parkway, Suite 101, Jacksonville, FL 32216

Site Address
Tributary Amenity 76436 Tributary Dr, Yulee, FL 32097

Description	Qty	Price (\$)	Amount (\$)
Equipment ID: gym condenser - AAON - M/N: CFDA-013-B-A-8-DJ00K - S/N: 202108-CNCK10499 - In front of building			
Contact Name: James Durkin Issue Reported: AC Problem Need to install lock box covers on both thermostats in Fitness Center Only. Quoted \$450 Total. Ordered and approved by James Durkin. LOCK Boxes are on will call at Johnstones DOWNTOWN.			
Joe Pallett was your technician today. I returned to install lock boxes for both aaon thermostats. After installing I gave both keys to the employees on-site. We still need to return to replace the contactor when it comes in..	1.00	450.00	450.00

Sub Total	\$450.00
Tax (0.0000 %)	\$0.00
Total	\$450.00

Message

Thank you for you business. Please let us know if you have any additional questions or concerns.



APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 14
Period To: 10/31/22
Application Date: 10/25/22
Project No.: 1709
Contract Date: 05/11/21
Commitment: 1709-010

From: Alligood Electric Company Inc.
P.O. Box 2890
Orange Park, FL 32067

Contract For: 1709-010 - ELECTRICAL SUBCONTRACT - AMENITY CENTER

1. ORIGINAL CONTRACT AMOUNT	\$427,600.00
2. NET CHANGE BY CHANGE ORDERS	\$76,953.00
3. CONTRACT SUM TO DATE	\$504,553.00
4. TOTAL COMPLETED AND STORED TO DATE	\$504,553.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$504,553.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$496,624.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$7,929.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$69,024.00	\$0.00
Total approved this month	\$7,929.00	\$0.00
TOTALS	\$76,953.00	\$0.00
NET CHANGES by Change Orders		\$76,953.00

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

CONTRACTOR:

By: _____ Date: _____
 State Of: _____
 County Of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$7,929.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____
 The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 14
APPLICATION DATE: 10/25/22
PERIOD TO: 10/31/22
PROJECT NO.: 1709

Alligood Electric Company Inc.

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Mobization and Temporary	\$3,000.00	\$3,000.00	-	-	\$3,000.00	100.00%	-	-
2	Underground Electrical	\$35,000.00	\$35,000.00	-	-	\$35,000.00	100.00%	-	-
3	Building Rough	\$127,800.00	\$127,800.00	-	-	\$127,800.00	100.00%	-	-
4	Gear	\$45,000.00	\$45,000.00	-	-	\$45,000.00	100.00%	-	-
5	Fixtures	\$210,000.00	\$210,000.00	-	-	\$210,000.00	100.00%	-	-
1	Raceways	\$6,800.00	\$6,800.00	-	-	\$6,800.00	100.00%	-	-
4	Add per ASI 1 Changes (CO #1)	\$7,130.00	\$7,130.00	-	-	\$7,130.00	100.00%	-	-
3	ELECTRICAL RACEWAYS FOR SITE LIGHTING (CO #1)	\$4,470.00	\$4,470.00	-	-	\$4,470.00	100.00%	-	-
5	Entry Pavillion - Allowance (CO #2)	\$10,815.00	\$10,815.00	-	-	\$10,815.00	100.00%	-	-
6	ELECTRICAL SUBCONTRACT (CO #3)	\$17,000.00	\$17,000.00	-	-	\$17,000.00	100.00%	-	-
1	ELECTRICAL SUBCONTRACT (CO #4)	\$18,814.00	\$18,814.00	-	-	\$18,814.00	100.00%	-	-
1	ELECTRICAL SUBCONTRACT (CO #5)	\$5,542.00	\$5,542.00	-	-	\$5,542.00	100.00%	-	-
1	ELECTRICAL SUBCONTRACT (CO #6)	\$3,654.00	\$3,654.00	-	-	\$3,654.00	100.00%	-	-
1	ELECTRICAL SUBCONTRACT (CO #7)	\$1,599.00	\$1,599.00	-	-	\$1,599.00	100.00%	-	-
6	ELECTRICAL SUBCONTRACT (CO #8)	\$1,083.00	-	\$1,083.00	-	\$1,083.00	100.00%	-	-
1	ELECTRICAL SUBCONTRACT (CO #9)	\$2,657.00	-	\$2,657.00	-	\$2,657.00	100.00%	-	-
1	ELECTRICAL SUBCONTRACT (CO #9)	\$1,139.00	-	\$1,139.00	-	\$1,139.00	100.00%	-	-
1	ELECTRICAL SUBCONTRACT (CO #9)	\$3,050.00	-	\$3,050.00	-	\$3,050.00	100.00%	-	-
	PAYMENT TOTALS	\$504,553.00	\$496,624.00	\$7,929.00	-	\$504,553.00	100.00%	-	-



Invoice

Invoice # 1D9L-MFCY-1DMC | October 03, 2022

For customer support, visit www.amazon.com/contact-us.**Invoice summary** *Payment due by November 02, 2022*

Item subtotal before tax	\$ 2,588.26
Shipping & handling	\$ 86.87
Promos & discounts	\$ 0.00
Total before tax	\$ 2,675.13
Tax	\$ 194.12
Amount due	\$ 2,869.25 USD

Pay by**Electronic funds transfer (EFT/ACH/Wire)**

Account name Amazon Capital Services, Inc.
 Bank name Wells Fargo Bank
 ACH routing # (ABA) 121000248
 Bank account # (DDA) 41630410608477868
 SWIFT code (wire transfer) WFBIUS6S

Check

Amazon Capital Services
 PO Box 035184
 Seattle, WA 98124-5184

Include Amazon invoice number(s) in the descriptive field of your electronic funds transfer payment, or

Email ar-businessinvoicing@amazon.com to submit your remittance detail.

Account # A2FIQMK4KNCQQZ**Payment terms** Net 30**Purchase date** 28-Sep-2022**Purchased by** Adam Vella**PO #** AJV-TribUPS**Registered business name**

Auld & White Constructors

Bill to

Auld & White Constructors
 Accounting
 4168 Southpoint Pkwy
 Suite 101
 Jacksonville, FL 32216

Ship to

ADAM / TRIB
 4168 SOUTHPOINT PKWY S STE 101
 JACKSONVILLE, FL 32216-0979

Invoice details

Description	Qty	Unit price	Item subtotal before tax	Tax
1 Apc Ap9564 Basic Power Distribution Unit, Nema L5-20P	1	\$188.27	\$188.27	7.500%
ASIN: B008C4GDAC Sold by: Vantage Point Corp Order # 114-7467311-6724269				



Invoice

Invoice # 1D9L-MFCY-1DMC

Description	Qty	Unit price	Item subtotal before tax	Tax
2 APC Network UPS, 3000VA Smart-UPS Sine Wave, Short Depth UPS with Extended Run Option, SMX3000LVNC, Network Management Card, Tower/4U Rack Convertible, Line-Interactive, 120V black	1	\$2,399.99	\$2,399.99	7.500%
ASIN: B00DQOAH7Q		Sold by: OfficeNation Inc		
Order # 114-5915817-6044268				
3 Shipping & handling			\$86.87	7.500%

Total before tax	\$2,675.13
Tax	\$194.12

Amount due	\$2,869.25
-------------------	-------------------

FAQs

How is tax calculated?Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202036190**How are digital products and services taxed?**Visit https://www.amazon.com/gp/help/customer/display.html/ref=hp_leftv4_sib?ie=UTF8&nodeId=202074670

APPLICATION FOR PAYMENT

To: Auld & White Constructors
4168 Southpoint Pkwy
Suite 101
Jacksonville, FL 32216

Project: 1709 - Tributary Amenity Center

Application No.: 6

Period To: 10/31/22

Application Date: 10/12/22

From: Communications Solutions, Inc
8725 Youngerman Ct Ste 206
Jacksonville, FL 32244

Project No.: 1709

Contract Date: 12/08/21

Commitment: 1709-047

Contract For: 1709-047 - AUDIO VIDEO

1. ORIGINAL CONTRACT AMOUNT	\$63,874.00
2. NET CHANGE BY CHANGE ORDERS	\$2,662.00
3. CONTRACT SUM TO DATE	\$66,536.00
4. TOTAL COMPLETED AND STORED TO DATE	\$66,536.00
(Column G)	
5. RETAINAGE	
- of Completed Work	-
(Columns D + E)	
- of Stored Materials	-
(Columns F)	
Total Retainage	\$0.00
(Line 5a + Line 5b OR Sum of Column I)	
6. TOTAL EARNED LESS RETAINAGE	\$66,536.00
(Line 4 less Line 5 Total)	
7. LESS PRIOR CERTIFICATES FOR PAYMENT	\$66,124.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$412.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$2,250.00	\$0.00
Total approved this month	\$412.00	\$0.00
TOTALS	\$2,662.00	\$0.00
NET CHANGES by Change Orders		\$2,662.00

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

CONTRACTOR:

By: Lynne Neely Date: 10/12/22

State Of: _____

County Of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My commission expires: _____

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$412.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on the Application for Payment and on the Continuation sheet that are changes to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

The 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.

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO.: 6
APPLICATION DATE: 10/12/22
PERIOD TO: 10/31/22
PROJECT NO.: 1709

Communications Solutions, Inc

A ITEM NUM	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)		
1	Provide and Install Audio/Video System	\$63,874.00	\$63,874.00	-	-	\$63,874.00	100.00%	-	-
1	Audio/Video System (CO #1)	\$2,250.00	\$2,250.00	-	-	\$2,250.00	100.00%	-	-
1	Audio/Video System (CO #2)	\$412.00	-	\$412.00	-	\$412.00	100.00%	-	-
PAYMENT TOTALS		\$66,536.00	\$66,124.00	\$412.00	-	\$66,536.00	100.00%	-	-

APPROVED

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6C1



STATEMENT OF WORK

*Prepared for
Three Rivers Community Development District*

Tributary Help Desk Support

9/1/2022



Table of Contents

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B. Resource Assignments	4
C. Service Level Commitments	6
D. Fees	6
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F. Additional Terms and Conditions.....	8



Document Control & History

This section chronicles the development of this Statement of Work including the version, issue date, source, brief description of the changes, and any other comments.

Version	Issue Date	Source	Changes
V1	September 1, 2022	Curtis Goggins	Initial Statement of Work creation
V2	September 20, 2022	Ron Gooch	Modification to On Demand Hourly Rate



This Statement of Work (hereinafter also referred to as the "SOW") is entered into this *September 7th, 2022*, by and between Three Rivers Community Development District. (Hereinafter, the "Purchaser" or "TRCDD") and *The ARCO Group, Inc.* (hereinafter, the "Seller" or "ARCO").

The terms and conditions of the Agreement are incorporated herein as if fully set forth below.

In the event of any conflict between the terms of this SOW and the terms contained in the body of the Agreement, the terms in the body of the Agreement shall control unless this SOW states that the parties are modifying the terms of the Agreement, with specific reference to the section(s) of the Agreement to be modified. Any such modification shall apply solely to this individual SOW.

The terms of this SOW are as follows:

A. Introduction

A.1 Short Description of the Work to be Performed

TRCDD has requested ARCO provide help desk support at Tributary Lookout Amenity Center location. This consists of providing support for Security System, Cameras, TV, Sound System, Personnel Training, Procedure Documentation, Facility Inspection, Backup Power, and Wiring. ARCO will leverage the tools provided by the Purchaser's implementation and provide recommendation to streamline support and automation.

This SOW requires an ARCO engineer, and the hourly rate will be one hundred (100.00) dollars per hour. This SOW excludes projects unless discussed before the project starts. Only work being performed for Purchaser will be billed and the ARCO Engineer and/or Purchaser will submit tickets with detail of the issue or work to be performed.

ARCO appreciates your consideration, and we are looking forward to working with you on this SOW.

B. Resource Assignments

All ARCO's work hereunder will be performed at ARCO and Purchaser's location in Jacksonville and Uhley, FL.

- This SOW does not require full-time on-site consultants. However, when on site ARCO resources will need touchdown space to perform work, external Internet access.

Seller and Purchaser will provide personnel to facilitate the performance of the tasks described in this SOW. Key contact personnel are identified below.



C.1 Primary Contacts:

The primary contacts for this SOW are listed below.

- Seller:
Wayne Baker
Director IT Services
904.507.6593
wayne.baker@arcogroup.com

- Seller:
Curtis Goggins
Senior Engineer/Help Desk Manager
904.507.6589
curtis.goggins@arcogroup.com

- Purchaser:
Three Rivers Community Development District
904.996.2485
Mike Taylor
mtaylor@greenpointellc.com
Liam O'Reilly
lorielly@greenpointellc.com

C.2 Purchaser's Invoicing Contact:

The Purchaser's invoicing contact for this SOW is listed below.

- Molly Hampel
Accounting Manager
6817 Southpoint Pkwy
Suite 1201
Jacksonville, FL 32216
904.346.0688
molly.hampel@arcogroup.com



C. Service Level Commitments

The commitments for deliverables for this SOW are outlined in the section “A. *Introduction*”. Formal team status meetings and reporting will be held monthly, the client portal will be used to track individual tasks, tickets, and priorities.

Purchaser shall notify the Seller by written notice of failure to perform that includes a detailed description of the non-performance. If no such performance issues exist, Purchaser may not reject the Service or Deliverable. If Purchaser rejects the Service or Deliverable, Seller shall have thirty (30) days (the “Remediation Period”) to correct the nonconformities and deliver a corrected version to Purchaser. The Acceptance Period shall then begin anew with respect to such corrected version.

If Seller fails to deliver a corrected version to Purchaser during the Remediation Period or if Purchaser rejects a particular Service or Deliverable twice, Purchaser may terminate this Agreement and shall have no further obligation to pay for such Service or Deliverable. All fees paid by Purchaser in connection with the rejected Service or Deliverable shall be refunded to Purchaser by Seller within ten (10) days of Seller’s receipt of a request for such refund.

D. Fees

D.1 ARCO’s estimated costs and deliverables set forth in this SOW are subject to the following assumptions and Client’s timely performance obligations:

- Management communicates the intended purpose and scope (see Section A) of this SOW to the appropriate resources, encourages them to fully participate in training, problem solving, and/or meetings as required.
- The primary contacts (see Section B above) will represent business interests and provide strategic oversight and guidance. Primary contacts provide timely decision-making and issue resolution on items impacting the overall progress.

Purchaser will pay Seller for its services hereunder on a time and material basis and ARCO’s fees will be calculated based on the actual hours worked of its assigned staff for the deliverables outlined in Section A. Based on the above-described scope, deliverables, roles and responsibilities, the parties’ meeting the above stated assumptions, and the timely performance by Purchaser of its obligations hereunder, Seller fees under this SOW will be \$100.00 per hour for the duration of the SOW. There is no expectation of minimum hours in the execution of this SOW.

However, Seller understands that any increase over the budgetary number including reasonable, pre-approved, expenses for travel, food, and lodging (According to Purchaser’s travel policies) incurred by Seller in the performance of the services described in this SOW must be provided by written notification and authorization must be obtained prior to invoicing. Any changes in scope or deliverables must be agreed to by Purchaser and Seller and follow the formal change request provided with this SOW.



If necessary, expenses for travel costs, including airfare, hotel, automobile, and meals (excluding lunch) will be billed at cost to Purchaser. Expenses for Travel are estimated at 20% of estimated contract value. Seller will bill Purchaser for direct reasonable out-of-pocket expenses for traveling incurred in the course of providing the Services. Direct expenses include reasonable and necessary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to providing the Services outlined in this SOW. Seller will work with Purchaser to minimize travel expenses by mutually determining and agreeing in writing when work can be conducted remotely vs. on-site. Any changes to Purchaser's guidelines will be delivered to the Seller's primary contacts and will supersede any previous versions of the Travel and Expense Guidelines. Other expenses specifically related to and necessary for providing the Services outlined in this SOW will be billed by the Seller for direct reasonable out-of-pocket cost.

E. Invoice and Payment Terms

- E.1 Seller shall invoice Purchaser in a timely manner. Seller agrees to provide Purchaser with a summary invoice and statement that is to include all the Services provided to Purchaser during that given billing period (i.e.: charges incurred in a billing period are to be reflected in that billing period invoice) and must be in a format acceptable to Purchaser in accordance with the requirements of this SOW.
- E.2 Seller shall prepare its invoice and present such to Purchaser's invoicing contact in Section C. Resource Assignments to this SOW with in twenty (20) business days following the close of the billing period. In no event shall Purchaser be obligated to pay a charge invoiced by Seller if said charge is invoiced to Purchaser more than two (2) billing periods or two (2) months after said charge was incurred by Purchaser. For example, a Service purchased in January must be invoiced no later than the February summary invoice.
- E.3 If an invoice is disputed by Purchaser, Purchaser agrees to notify Seller of any disputed items on such invoice within fifteen (15) days of receipt of such invoice by Purchaser and make a reasonable effort to work with the Seller to resolve the alleged discrepancy.
- E.4 In the event Purchaser does not notify Seller that an invoice is in dispute, Seller agrees to immediately notify Purchaser in writing of any invoice(s) which remain unpaid after forty-five (45) days. Seller will identify the invoice(s) by invoice number, amount, date, and a description of the Service. Seller will also provide a duplicate copy of such summary invoice(s) if requested to do so by Purchaser.



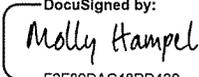
F. Additional Terms and Conditions

By signing this document, Seller and Purchaser agree to the contents herein.

IN WITNESS WHEREOF, the parties acknowledge that they have read, understand, and agree to the terms and conditions of this Statement of Work.

THE ARCO GROUP, INC.

By: Molly Hampel

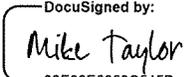
Signature: 
F2F89DAG48DD430...

Title: Finance Manager

Date: 9/28/2022

THREE RIVERS CDD

By: Mike Taylor

Signature: 
82E08E0983C545D...

Title: Three Rivers CDD Supervisor

Date: 10/3/2022

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6C11



Maintenance Proposal

Customer: Tributary Amenity

Site: 76436 Tributary Dr

After surveying your equipment on site reviewing your current maintenance needs, we propose a **Quarterly maintenance program**. During each of these visits, we will be performing the following work;

HVAC Equipment

- Clean condenser coils with fresh water/coil cleaner.
- Check all electrical and controls.
- Check refrigerant levels and operating temperatures.
- Check thermostat calibration and programming.
- Replace all filters and belts included in price.

Inspections will be performed during regular business hours and will be billed each time an inspection is completed. Should any problems be found or noted during an inspection, we will inform the manager on duty as well as note it on our service report. Repairs will only be made upon a manager's approval. Any additional work performed that is not within the scope of this maintenance agreement will be billed on a type Rate billing

Total annual price per location \$ 2000.00

Per Quarterly visit \$ 500.00

Southern Technologies of Jacksonville reserves the right to adjust this pricing on an annual basis based on material increases and prevailing wage increases. The hourly rates listed in this proposal are based on this agreement being in place and your account is kept current. *Southern Technologies of Jacksonville is to be the sole primary service agent for*

your facility while this agreement is in place. Either party can terminate this agreement with a 60 day written notice.

Respectfully,

Lee Michael
Service Manager

Customer Signature

Michael C. Lee

Date

10/11/22

INTEGRITY

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6CIII



Commercial Agreement / Set UP

Corporate Office- 8400 Baymeadows Way Suite 12, Jacksonville, FL 32256

Orlando office-3701 N. John Young Pkwy, Suite 105 Orlando, FL 32804, Tampa Office-14175 Icot Blvd. Ste 100 Clearwater, FL 33760, Ocala

Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 Sarasota-2155 12th St. Sarasota, FL 34237, St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

Service Info

Billing Info (leave blank if same)

Current Acct #		Lead Source	
Business Name	Three Rivers CDD Amenity Center	Business Name	
Contact	Michael Molineaux	Contact	
Position	Senior Property Manager	Position	
Phone	904-468-8045	Phone	
Email	mmolineaux@castlegroup.com	Email	
2 nd Contact		2 nd Contact	
Position		Position	
Phone		Phone	
Email		Email	
Address	76183 Tributary Drive, Yulee, FL 32097	Address	

Invoicing (choose)	Email	X	Print		Consolidated Invoicing (y/n)	YES	NO
Service Reports	Email	X	Print		Purchase Order Number		
Is there a multiple location Attachment?					Tax Exempt # (attached form)		
Salesperson:	V Carr				Lead by:		
Preferred Payment Method					ACH	Credit Card	(complete appropriate form)
Available Service Days: Monday Tuesday Wednesday Thursday Friday							
Available Service Hours:				to	Note:		
Check Pests Covered: Ants (excluding pharaoh and carpenter), Roaches, Wasps within reach and occasional Invaders.							

Setup Costs (list all equipment and services)

Recurring Costs

Initial invoicing will include Initial/Setup & recurring costs		
Desired Start Date: ASAP Setup Cost: \$140.00+tax - Initial interior/exterior residual liquid and/or granular application as needed for preventative control purposes - Initial fogging of all vegetation surrounding the Amenity Center & Pool for preventative control against Mosquitoes	<ul style="list-style-type: none"> Monthly Pest Control Service Description and Cost: \$210.00 plus tax per month To include- Clubhouse, two additional buildings, Tennis Courts, Playground, water Park seating areas, Playground seating areas, restroom(s), and all common areas - Interior/exterior inspection and residual application for the long-term control of roaches, ants, and occasional invaders - Interior baiting and/or spot treatment as needed for ongoing preventative control purposes - Treatment of all floor drains with IGR and Bio-foam for the control of flying insects - Exterior granular application for the control of roaches, ants, and occasional invaders - De-webbing of any spider webs within reach along entry/exit ways of Clubhouse - Technician to preventively treat the perimeter of the building(s) for control measures. - Treatment of any fire ant mounds within 20ft from the exterior of structure - Treatment and removal of any Wasp nest(s) within 15 feet from the ground. 	Service Frequency: Weekly (CPCW) Bi-Weekly (CPCB) Monthly (CPCM) Bi-Monthly (CPCEOM) Quarterly (CPCQ) Annual (CPCA) Twice Annual (CPC2A) One-Time

September 27, 2022

The Proposal and Pricing contained herein will be honored 30 days from printed date above.



Commercial Agreement / Set UP

Corporate Office- 8400 Baymeadows Way Suite 12, Jacksonville, FL 32256

Orlando office-3701 N. John Young Pkwy, Suite 105 Orlando, FL 32804, Tampa Office-14175 Icot Blvd. Ste 100 Clearwater, FL 33760, Ocala

Office- 1721 Northwest Pine Ave. Ocala, FL 34476, Daytona Office- 745 South Nova Road Ormond Beach, FL 32174

Treasure/Space Cost- 360 Thor Ave. SE Suite 6 Palm Bay, FL 32909 Sarasota-2155 12th St. Sarasota, FL 34237, St. Mary's- 1721 Osborn Road, Suite B, St. Mary's, GA 31558

Toll Free: 800-225-5305 – www.turnerpest.com

				<ul style="list-style-type: none"> • Exterior Mosquito Control Program: <ul style="list-style-type: none"> - Technician will fog all vegetation around the perimeter of the building(s) & Pool area on a Bi Monthly rotation for Mosquito control (6 treatment per year) - Technician will place IGR pucks in any freestanding water as needed for ongoing Mosquito control • Callbacks in between services included for covered pests at no additional charge. 					
Initial/Setup cost: \$140.00+tax				Cost per month: \$210.00+tax					
Techs Needed		Est T		Techs Needed		Est T			

Business Name	Three Rivers CDD Amenity Center
---------------	---------------------------------

Service areas for handheld:
N/A

Additional Notes:

Terms and Conditions

Customer agrees to pay the amount stated for the specified services. If Turner Pest Control has made an appointment with customer and customer refuses to allow technician to treat or has not followed preparation instructions which, in turn, will require a return visit, customer will be billed for one regular service visit. If the technician arrives to service the customer and any necessary equipment is damaged or missing from the work site (i.e., rodent bait stations, interior rodent traps, fly lights, etc.), the technician will replace the equipment at the expense of the customer in accordance with the equipment replacement costs outlined in this agreement. Customer will be invoiced for each regular service visit and other specified services. Payment terms are NET 30- Payment is due 30 days from completion of service.

Turner offers two standard invoicing options-

- Standard Paper Invoice via Mail
- Standard Electronic PDF invoice via Email

Pricing contained in this proposal assumes one of the above options will be utilized for invoicing and payment terms. In the event special billing is required (i.e. payment portal, company website submission, etc.), an additional service fee will be added to the recurring service(s) cost outlined in this agreement.

Should a past due account be referred to an attorney for collection or legal action be required for Turner to enforce payment under this agreement, customer agrees to pay and reimburse Turner for all court costs, attorney fees, out-of-pocket expenses, and other necessary costs that may be incurred in such proceedings together with interest at a rate of 1.5% per month. If customer is a non-resident, customer certifies that it is doing business in the state of Florida. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Duval County Florida.

If Turner fails to provide satisfactory services, customer has the right to give written notice to Turner to render satisfactory services, specifying the aspect of the service found to be unsatisfactory. If unsatisfactory conditions have not been corrected within 30 days of such notice, customer will have the right to cancel this agreement with 30 days written notice. This agreement shall be effective for an original period of one year with a continuation on a month-to-month basis.

By: _____ Date: _____ By: _____ Date: _____
 Turner Representative Customer Representative

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6 CIV

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Rinker Materials

ADDRESS: 13,100 118th Avenue, Miami, Florida 33178

TELEPHONE NUMBER: (305) 822-8191

2. Manufacturer or brand, model or specification number of the item.

RCP Storm Pipe

3. Quantity needed as estimated by CONTRACTOR. See attached quote

4. The price quoted by the supplier for the construction materials identified above.

\$ 41,401.60

5. The sales tax associated with the price quote. \$ 3105.12

6. Shipping and handling insurance cost. \$0.0

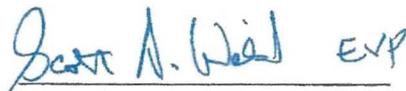
7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Three Rivers Community Development District


Authorized Signature (Title)

Nov 4, 2022
Date

PURCHASING AGENT: England-Thims & Miller, Inc.

 EXP
Authorized Signature (Title)

10/19/22
Date

CONTRACTOR: Vallencourt Construction Company


Authorized Signature (Title)

10/24/2022
Date

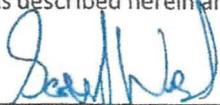
PURCHASE ORDER
PURCHASE ORDER - P.O.: TRCDD-001
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Owner:	Three Rivers CDD 7807 Baymeadows Road Suite 205 Jacksonville, FL 32256	Seller:	Rinker Materials
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jason Ellins	Address:	13100 NW 118 Avenue Miami, FL 33178
Phone:	(904) 699-1188	Phone:	(305)822-8191 ext 249

Project Name:	Tributary Phase 1B – Units 8	Contract Date:	08/19/2022
Project Address:	SR 200 and Three Rivers Place	Purchase Order:	TRCDD-001

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“Goods”) listed in the proposal attached as Exhibit A.
Schedule – The Goods shall be delivered as soon as possible from the date of this Order.
Price – \$41,401.60
Certificate of Exemption # 85-8017721120C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



 Owner Representative/Purchasing Agent
 By: ETM, Inc. District Engineer
 Name: Scott A. Wild
 Title: Executive Vice President
 Date Executed: _____

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

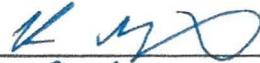
 Seller
 By: 
 Name: Rodd Litchfield
 Title: Sales Manager
 Date Executed: 11/3/22

EXHIBIT A: Proposal
 EXHIBIT B: Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions (“STCs”). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.



Order Acknowledgement

Order #: 9650989		Customer PO #: Verbal Order	
Date	8/19/2022	Order #	9650989
Account Manager		Reply-To	
Whitley Hyde		Whitley Hyde	
Sold To	Three Rivers CDD	Project Name	Tributary Unit 8
Address		2313 Vulcan Road, Apopka, FL, 32703	
Ordered By	Edwin Griffin	Project #	
Ordered By Phone	(904) 219-8156	Ship To	Yulee, FL, 32097
Phone		407-293-5126	
Fax		407-298-4439	
Email		Whitley.Hyde@Rinkerpipe.com	

A valid tax exemption certificate must be issued to Rinker Materials or sales tax will be added.

Item #	Description	Part #	Quantity	Unit	Extended Unit price	Unit Total
10	P R 15 PFL CL-3 B WALL 96 GRANITE MIX	PR015P3B096090	56.00	FT	\$27.00	\$1,512.00
20	P R 18 PFL CL-3 B WALL 96 GRANITE MIX	PR018P3B096090	56.00	FT	\$36.00	\$2,016.00
30	P E 014X023 PFL CL3 B WALL 96	PE014P3B096000	32.00	FT	\$55.80	\$1,785.60
40	P E 019X30 PFL CL3 B WALL 96	PE019P3B096000	400.00	FT	\$90.00	\$36,000.00
50	15 RUBBER GASKET PROFILE (21/ 32X262CC)	RGAS0015000	7.00	EA	\$0.00	\$0.00
60	18 PROFILE GASKET (3/4 X396CC)	RGAS0018000	7.00	EA	\$0.00	\$0.00
80	14X23 OVAL PROFILE GASKET	RGAS1423001	4.00	EA	\$0.00	\$0.00
90	19X30 OVAL PROFILE GASKET 35/carton	RGAS1930000	50.00	EA	\$0.00	\$0.00
100	LUBRICANT - 8 LB PAIL	RPL00000004	8.00	EA	\$11.00	\$88.00
Total						\$41,401.60
Freight						\$0.00
FSC						\$0.00
(Tax not Included) Net Total						\$41,401.60

Standard Notes

1.***Possible 12 - 14 weeks lead time for RCP and ERCP due to supply chain issues***

Pricing includes delivery based on full truck load quantities as near to the point of use as our trucks can move under their own power.

A price escalator of 5% will be added on 12/31/2022 for all product not shipped and an additional 5% for every year thereafter.

This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C-507 and FDOT Specifications for road and bridge construction. Any required deviation after review of plans and specifications will require re-quoting and void the quotation.

2.This Quotation and the pricing contained herein is expressly conditioned upon your acceptance of (i) the exceptions and changes proposed by us (any change to these exceptions and changes by you shall render this Quotation null and void, in our absolute discretion); and (ii) our Standard Terms and Conditions, without addition, deletion or change.

3.This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-507, ASTM C443. Any required deviation from ASTM C-507, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.

4.This quotation is presented without review of the plans and specifications for this project. Products quoted are specified to only meet ASTM C-76, ASTM C443. Any required deviation from ASTM C-76, ASTM C443 after review of plans and specifications will require re-quoting and void this quotation.

5.Valid for 30 days from the date of quotation.

Acceptance	
I WARRANT AND REPRESENT THAT I HAVE AUTHORITY TO ENTER INTO THIS ORDER ACKNOWLEDGMENT ON BEHALF OF THE BUYER. WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS ORDER ACKNOWLEDGMENT AND IN THE RINKER MATERIALS STANDARD TERMS AND CONDITIONS INCLUDED HEREIN AND VIEWABLE AT www.rinkerpipe.com .	By Whitley Hyde
Company 	(O) 407-293-5126



Order Acknowledgement

Order #: 9650989		Customer PO #: Verbal Order	
By	Tim Gaddis	(F)	407-298-4439
Title	Project Manager	(Cell)	
Date	8/31/2022	Title	Account Manager



Order Acknowledgement

Order #: 9650989

Customer PO #: Verbal Order

STANDARD TERMS AND CONDITIONS

1. AGREEMENT. Buyer ("Buyer") and Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials, for itself and/or on behalf of one or more of its subsidiaries doing business as Rinker Materials ("Seller") acknowledge, understand and agree that the Buyer's Credit Application, if any, the Quotation, if any, the Order Acknowledgment (the "Acknowledgment"), if any, the specifications stated in the Acknowledgment (or the Quotation if there is no Acknowledgment) and these Standard Terms and Conditions (collectively, the "Agreement") shall collectively form the sole and entire agreement by, under and pursuant to which Buyer shall purchase from Seller, and Seller shall manufacture and sell to Buyer, the materials described in the Acknowledgment (or the Quotation if there is no Acknowledgment) (the "Materials"). This Agreement supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same.

Any different or additional terms or conditions contained in Buyer's acceptance of the Quotation and/or the Acknowledgment, or any document or instrument constituting this Agreement, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless and until any of the same are in writing and signed by Seller's and Buyer's authorized representatives. Notwithstanding any subsequent changes made to the Quotation or the Acknowledgment, these Standard Terms and Conditions (in the form originally referred or attached to the Quotation or the Acknowledgment, as the case may be) shall continue in full and unvaried force and effect except to the extent modified by written agreement signed by Seller's and Buyer's authorized representatives.

Buyer's signature to the Quotation and/or the Acknowledgment, direction to manufacture the Materials, acceptance of delivery of the Materials or the payment for the Materials shall be deemed an acceptance of these Standard Terms and Conditions. Seller may elect not to manufacture or deliver any Materials until Buyer returns a signed copy of the Quotation and/or the Acknowledgment.

2. DELIVERY AND ACCEPTANCE. Delivery of the Materials shall be made pursuant to a delivery schedule agreed to by Buyer and Seller. Seller shall not be deemed to have failed to comply with such schedule for any delay where such delay is caused by acts of God, acts of civil or military authority, epidemics, war, riot, scarcity of labor, raw materials or transportation or any other reason or cause beyond Seller's control. In connection with any such delay, the agreed delivery date(s) shall be extended for a period equal to the duration of the delay.

Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB jobsite, at the curbside or street or frontage of the address of delivery. Seller reserves the right to charge Buyer at the applicable rate for any waiting time at the jobsite in excess of one (1) hour.

The type and quantity of Materials delivered and detailed on the delivery ticket must be inspected by Buyer at the time of delivery for compliance with the Agreement. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket.

Title and risk of loss of or damage to each of the Materials shall remain with Seller until delivery of such Materials to the delivery location specified in this Agreement. Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.

Standard Materials sold under this Agreement may be returned by Buyer for credit only with Seller's prior written consent and only if, in Seller's sole opinion, the Materials to be returned are in re-salable condition. Seller will deduct from any such credit any and all restocking fees, loading and unloading costs and any costs of repair and delivery costs to and from Buyer's jobsite. Custom-designed and special Materials of other than normal and standard design regularly sold by Seller may not be returned. The Buyer will be liable to pay for any custom-designed or special Materials not taken by the Buyer.

In the event of an inspection of any installed reinforced concrete pipe products, the evaluation and acceptance criteria used shall be in accordance with ASTM C1840 unless otherwise agreed to by Buyer and Seller.

3. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only, and Buyer agrees to rely solely on its own architects, engineers and other technical expert.

4. PRICING AND PAYMENT. Unless stated otherwise herein, prices for the Materials quoted are subject to material availability and shall remain firm for a period of thirty (30) days after the date of the Acknowledgment (or the Quotation if there is no Acknowledgment); thereafter, prices for the Materials are subject to change by Seller. Prices quoted are based on minimum truckload lots and are subject to increase should Buyer request delivery in lots smaller than truckload. Prices are applicable only to the project specified in the Acknowledgment (or the Quotation if there is no Acknowledgment), are available only to the Buyer, and are only for the quantities stated in the Acknowledgment (or the Quotation if there is no Acknowledgment).

Payment terms are net 30 without retention or set-off. Seller will submit invoices to Buyer upon each delivery of Materials pursuant to the Agreement. Buyer's obligation to pay Supplier will not be delayed or conditioned upon installation of the Materials furnished pursuant to the Agreement. Buyer's receipt of payment from any third-party, or any disputes between Buyer and the Owner.

Past due amounts will accrue interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less. Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement, after ten (10) days written notice without cure, Seller may: (a) make demand upon Buyer for assurances of payment, including but not limited to, requesting immediate payments of all amounts then due and owing to Seller under this Agreement; and/or requesting payment in advance of delivery of all future amounts to become due under this Agreement; (b) suspend future deliveries; (c) file a claim of lien and, if applicable, a claim on bond; (d) terminate this Agreement; or (e) take such other actions as Seller determines are necessary to secure its right to payment.

Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller

and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates. Buyer agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.

5. TAXES. In the absence of an exemption or resale certificate reasonably acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices set forth in the Acknowledgment and shall be the sole responsibility of, and paid by, Buyer.

6. LIMITED WARRANTY AND LIABILITY DISCLAIMER. Seller warrants that the Materials sold under this Agreement shall conform to the specifications as described in the Acknowledgment (or the Quotation if there is no Acknowledgment) and shall be free from defects in manufacturing and workmanship provided Buyer provides written notice of any such non-conformance or defects to Seller within one (1) year from the date of delivery of the Materials. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the defective or nonconforming Materials sold hereunder or to repair or to replace any defective or nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES, AND SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, WHETHER WRITTEN, VERBAL, EXPRESS OR IMPLIED, BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller makes no warranty whatsoever with respect to goods, products, accessories or parts furnished by Seller but not manufactured by Seller, which carry only the warranty, if any, in the applicable manufacturer's warranties (if any) to the extent permitted by the terms of such warranty between Seller and such manufacturer.

7. LIMITATION OF LIABILITY. Seller's liability on any claim for loss or damage arising from this Agreement, or the fabrication or sale of any of the Materials pursuant to this Agreement, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller under this Agreement with regard to which such claim for loss or damage is made. Neither Seller nor Buyer will be liable to the other party, or any third party beneficiary, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or other grounds, for special, consequential, incidental, punitive (if allowed by law) or other indirect damages of any kind, including, but not limited to loss of data, loss of profits or revenue, loss of use of the Materials furnished by Seller pursuant to this Agreement or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims, or for liquidated damages (delay or otherwise) incurred by such party from any third party.

8. INDEMNIFICATION. To the fullest extent permitted by applicable law, each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its affiliated companies along with its respective officers, directors, owners, employees and agents (collectively the "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including but not limited to reasonable attorney fees) of any person or entity, to the extent arising out of any injury, death or destruction of property, but only to the extent caused by or arising from the negligent acts or omission of the Indemnifying Party, its employees, any subcontractor, supplier or person or entity over which it controls or exercises control over (collectively, "Claims"); provided, that the Indemnifying Party shall have no obligation to indemnify for any Claims to the extent caused by or arising from the negligence or willful misconduct of any Indemnitee and provided further that "Claims", for purposes hereof, shall not include damages, compensation or benefits payable under any insurance policies, workers' compensation acts, disability benefit acts, or other employees' benefit acts.

Seller shall indemnify, defend and hold harmless the Indemnitees from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including but not limited to reasonable attorney fees) to the extent arising from any claims made by third parties that the use or sale of the Materials infringes any United States patent covering the Materials. Provided, however, this paragraph will not apply in the event that the infringement results from use of the Materials in combination with other materials, goods, or manufacturing processes.

9. ASSIGNMENT. Neither party shall assign this Agreement or any interest herein without the prior written consent of the other party, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

10. NOTICE. Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to the Seller's office set forth on the Quotation and/or Acknowledgment, with a copy to Seller c/o Rinker Materials, 5 Concourse Parkway, Suite 1900, Atlanta, Georgia 30328, Attention: Legal Department. Any notice required to be sent to Buyer shall be in writing and sent by Certified Mail, postage prepaid, to the Buyer's office set forth on the Quotation and/or Acknowledgment.

11. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any party.

12. VENUE AND CHOICE OF LAW. The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county of the Project site described in the Acknowledgment (or the Quotation if there is no Acknowledgment). This Agreement shall be governed by and shall be construed in accordance with the laws of the state of the Project site described in the Acknowledgment (or the Quotation if there is no Acknowledgment), without regard to its conflicts of law provisions. AS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, BOTH PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

13. WAIVER. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences.

14. CORRECTIONS. Seller reserves the right to correct typographical or clerical errors appearing in the Quotation, the Acknowledgment or other documents constituting the Agreement.

Effective May 2022

Job Information Request from Rinker Materials

****IF THIS JOB IS BONDED, A COPY OF THE BOND **MUST** BE INCLUDED WITH THIS FORM****

Customer Name	Vallencourt Construction
Project Name	Tributary Unit 8
Location - Street	
Location - Town and Zip	
Section	
Township	
Range	
Project Owner	
Address	
City, State, Zip	
Phone Number	
General Contractor	
Address	
City, State, Zip	
Phone Number	
Subcontractor	
Address	
City, State, Zip	
Phone Number	
Bonding Company	
Address	
City, State, Zip	
Bond Number #	

Product will not ship until this information is sent to Rinker via email



CONCRETE PIPE DIVISION

Job Information Sheet

Date: August 19, 2022

Project Name: Tributary Unit 8

Contractor: Vallencourt Construction

County: Nassau

Jobsite Contact Name: _____

Phone #: Cell _____ **Office:** 904-291-9330

Quote: _____ **Acknowledgement:** 9650989

Directions to JOBSITE:

_____ **NTO**

_____ **PO**

Schedule of delivery: _____

Latest daily delivery time: _____

Signed _____ **Print Name** _____



2313 Vulcan Road
Apopka, FL 32703
(407) 293-5126

CONCRETE PIPE DIVISION

CERTIFICATE OF COMPLIANCE

DATE: August 19, 2022

CUSTOMER: Vallencourt Construction

PROJECT: Tributary Unit 8

Before me, a notary public, personally appeared Christopher Sampson, the undersigned, who on Oath States he is authorized to execute this affidavit in the name of Rinker Concrete Pipe Division.

This affidavit hereby certifies that the concrete pipe proposed to be shipped to the above project was/will be manufactured in compliance with ASTM C-76 and ASTM C-507 and FDOT specifications.

15" – 18" CL3 RCP 14" x 23" – 19" x 30" CL3 ERCP

At Orlando, Florida.

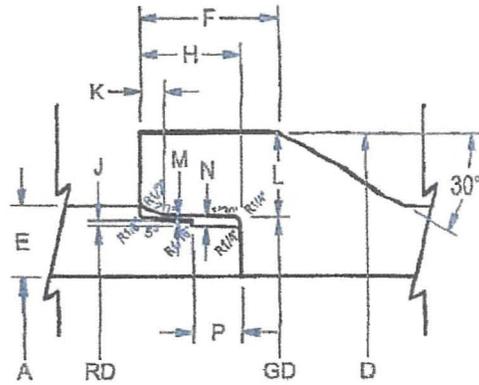
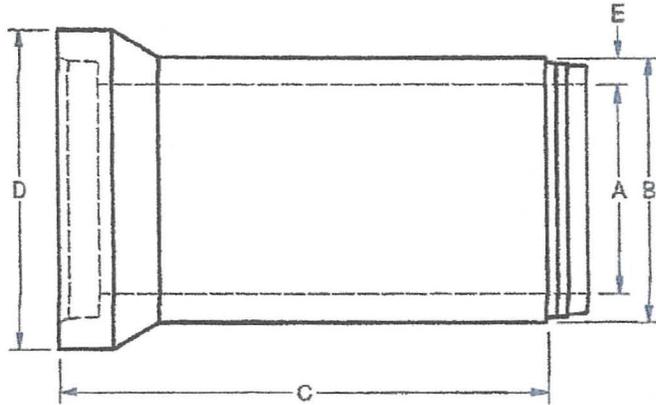
Christopher Sampson - QC Manager
Sworn and subscribed to before me on
This 19th day of August, 2022

Notary Public-Karol L. Kidd
My commission expires 1-28-2026
This person is known personally to me.



Reinforced Concrete Pipe

Round Concrete Pipe Single Offset Joint - 12"-30"



Pipe & Joint Data				ASTM C-76 "B" Wall			
Nominal Inside Diameter	Outside Diameter (Barrel)	Laying Length (Barrel)	Outside Bell Diameter	Wall Thickness		Bell Depth	
A	B	C	D	E	F	H	J
12"	16"	96"	20"	2"	5"	3 5/8"	.200"
15"	19 1/2"	96"	24"	2 1/4"	5"	3 5/8"	.200"
18"	23"	96"	28"	2 1/2"	5"	3 5/8"	.200"
24"	30"	96"	35 1/2"	3"	6 1/2"	3 7/8"	.200"
30"	37"	96"	43 1/4"	3 1/2"	7"	4"	.200"

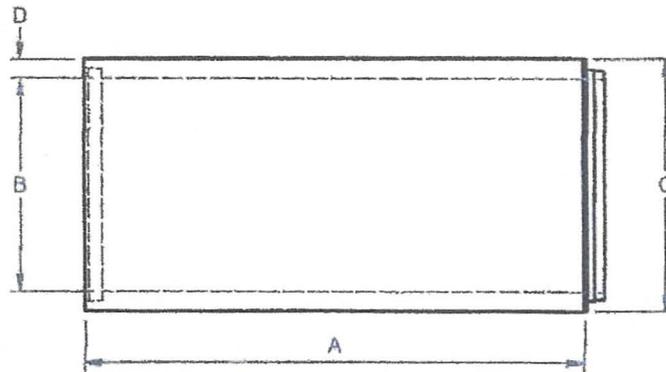
Nominal Inside Diameter								Approx. Weight per Foot
A	K	L	M	N	RD	P	GD	
12"	7/8"	2.359"	0.126"	0.326"	14.722"	1.750"	15.282"	100 lbs.
15"	7/8"	2.609"	0.126"	0.326"	18.222"	1.750"	18.782"	141 lbs.
18"	7/8"	2.922"	0.126"	0.326"	21.597"	1.750"	22.157"	200 lbs.
24"	7/8"	3.181"	0.126"	0.326"	28.578"	1.750"	29.138"	303 lbs.
30"	7/8"	3.623"	0.126"	0.326"	35.445"	1.750"	36.005"	431 lbs.

Notes:

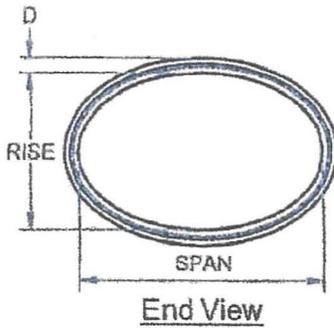
- A. All dimensions are nominal and within permissible variations of ASTM and FDOT.
- B. Products on this page are manufactured in Gretna, Florida.
- C. Single Offset Joint RCP is not available in all market areas. Contact your local Sales Representative to determine availability.

Reinforced Concrete Pipe

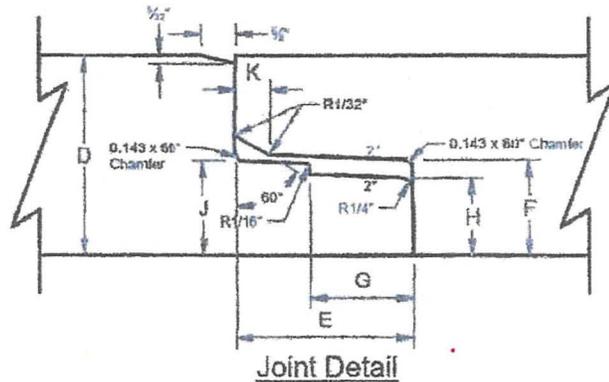
Horizontal Elliptical Pipe



Pipe Dimensions
(Side View)



End View



Joint Detail

Pipe & Joint Data													ASTM C-507	
Size	Equiv. Round	Typ Rise	Typ Span	L.L.	Outside Height	Wall Thick	Groove Length						Approx Weight per Foot	
		B		A	C	D	E	F	G	H	J	K		
12" x 18"	15"	12 3/32"	18 29/32"	96"	19 3/32"	3 5/8"	3 1/4"	1.764"	1 7/8"	1.438"	1.752"	5/8"	223 lbs.	
14" x 23"	18"	14 5/16"	22 7/8"	96"	21 9/16"	3 5/8"	3 1/4"	1.826"	1 7/8"	1.500"	1.814"	5/8"	265 lbs.	
19" x 30"	24"	19 3/16"	30 1/8"	96"	26 7/16"	3 5/8"	3 1/4"	1.726"	1 7/8"	1.400"	1.714"	5/8"	338 lbs.	
24" x 38"	30"	24"	37 7/8"	96"	31 1/2"	3 3/4"	3 1/4"	1.924"	1 7/8"	1.598"	1.912"	5/8"	430 lbs.	
29" x 45"	36"	28 25/32"	45 7/16"	96"	37 25/32"	4 1/2"	3 1/4"	2.049"	1 7/8"	1.723"	2.037"	5/8"	620 lbs.	
34" x 53"	42"	34 1/32"	53 1/4"	96"	44 1/32"	5"	3 3/4"	2.615"	2 1/4"	2.169"	2.600"	5/8"	789 lbs.	
38" x 60"	48"	38 9/32"	59 15/16"	96"	49 9/32"	5 1/2"	3 3/4"	2.765"	2 1/4"	2.319"	2.750"	5/8"	972 lbs.	
43" x 68"	54"	43 13/32"	67 7/8"	96"	55 13/32"	6"	4"	2.750"	2 1/4"	2.304"	2.744"	3/4"	1,206 lbs.	
48" x 76"	60"	48 5/32"	75 1/2"	96"	61 5/32"	6 1/2"	4"	3.365"	2 1/4"	2.919"	3.359"	3/4"	1,458 lbs.	

Notes:

- A. All dimensions are nominal and within permissible variations of ASTM and FDOT.
- B. Products on this page are manufactured in Winter Haven, Florida.

SHEET
3.01

No Scale-
All dimensions subject to allowable specification tolerances



EXHIBIT B

TERMS AND CONDITIONS

1. PRICE. The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. SCHEDULE. Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. DELIVERY AND INSPECTION.
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. TERMS OF PAYMENT. Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. WARRANTY. Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. COMPLIANCE WITH LAW. Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. INDEMNITY. To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. INSURANCE. At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. DEFAULT. Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. LIMITATION OF LIABILITY. Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Three Rivers Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number TRCDD-001 from Rinker Materials (Vendor) on or after October 19, 2022 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Vallencourt (Contractor) for the construction of Tributary Phase 1B - Unit 8.

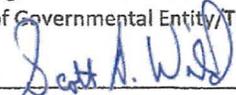
The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (*You must initial each of the following requirements.*)

- ___ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ___ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ___ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ___ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ___ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Three Rivers Community Development District

	Nov 4, 2022
Signature of Authorized Representative of Governmental Entity/Title	Date
	11/4/2022
Purchasing Agent	Date

Federal Employer Identification Number: 83-3624971

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6CV

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
NAME: Forterra Pipe and Precast
ADDRESS: 840 West Avenue, Deland, FL 32720
TELEPHONE NUMBER: (352) 316-9717
2. Manufacturer or brand, model or specification number of the item.
Sanitary and Storm Structures

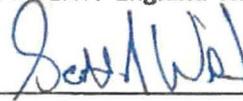
3. Quantity needed as estimated by CONTRACTOR. See attached quote
4. The price quoted by the supplier for the construction materials identified above.
\$ 129,886.20
5. The sales tax associated with the price quote: \$9741.47
6. Shipping and handling insurance cost. \$0.0
7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Three Rivers Community Development District


Authorized Signature (Title)

Nov 4, 2022
Date

PURCHASING AGENT: England-Thims & Miller, Inc.

 EXP
Authorized Signature (Title)

10/19/21
Date

CONTRACTOR: Vallencourt Construction Company


Authorized Signature (Title)

10/24/2022
Date

PURCHASE ORDER
PURCHASE ORDER - P.O.: BBDD-003 REVISED
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Owner:	Three Rivers CDD 7807 Baymeadows Road Suite 205 Jacksonville, FL 32256	Seller:	Forterra Pipe and Precast
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jason Ellins	Address:	840 West Avenue, Deland, FL 32720
Phone:	(904) 699-1188	Phone:	(352) 316-9717

Project Name:	Tributary Phase 1B – Units 8	Contract Date:	6/21/2022
Project Address:	SR 200 and Three Rivers Place	Purchase Order:	TRCDD-002

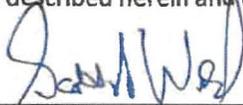
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“Goods”) listed in the proposal attached as Exhibit A.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$129,886.20

Certificate of Exemption # 85-8017721120C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as Exhibit B, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



 Owner Representative/Purchasing Agent
 By: ETM, Inc. District Engineer
 Name: Scott A. Wild
 Title: Executive Vice President
 Date Executed: _____

 Seller
 By: *Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials*
 Name: _____
 Title: _____
 Date Executed: _____

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby **accepted** subject to Rinker Materials' Standard Terms and Conditions (“STCs”). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.



*** Prices are committed on this project only and are subject to change after 30 days from quote date. ***

Updated Pricing

Rev. Date June 21, 2022
Quote No. 22011207380077
Project Tributary Ph 1B Unit 8
 , FL
 NASSAU County

Bid Date 01/12/2022
Plan Date 12/15/2021
Engineer England Thlms & Miller, Inc.
 (ETM)

Contractor

We are pleased to quote the following on the above project.

Sanitary Structures

Description	Quantity	Unit Price	Ext Price
(14) Type A Sanitary Manhole (\$44,519.28)			
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (4'-6' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C, Spectrashield Int. (MH-8, MH-9)	2 EA	\$4,233.10	\$8,466.19
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (4'-6' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-11, MH-12, MH-13, MH-14)	4 EA	\$2,379.08	\$9,516.30
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (6'-8' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C, Spectrashield Int. (MH-7)	1 EA	\$4,997.30	\$4,997.30
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (6'-8' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-4, MH-5, MH-6, MH-10)	4 EA	\$2,724.24	\$10,896.95

48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (8'-10' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-2, MH-3)	2 EA	\$3,383.06	\$6,766.11
48" Diameter Type A Sanitary Manhole (5" wall, 8" base) (10'-12' deep) With: Bitco, 32" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots W/Double bands, 9" External Joint Wrap with Primer, Precast Invert, USF 655-GJ-T JEA R&C (MH-1)	1 EA	\$3,876.43	\$3,876.43

Sanitary Quote Total \$44,519.28

Storm Structures

Description	Quantity	Unit Price	Ext Price
(1) Control Structure (\$6,187.64)			
6.58' x 3.5' Control Structure (6" wall, 8" base) (6'-8' deep) With: Single Ramnek, 8" Slab Top, USF 6609 Steel Grates, Baffle Wall & Weir Plate (BS-101)	1 EA	\$6,187.64	\$6,187.64
(10) Curb Inlet (\$35,338.30)			
48" Diameter (5" wall, 8" base) (4'-6' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (AS-8, BS-1)	2 EA	\$2,496.10	\$4,992.21
48" Diameter (5" wall, 8" base) (6'-8' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (AS-2, BS-2, BS-3)	3 EA	\$2,697.49	\$8,092.48
48" Diameter (5" wall, 8" base) (8'-10' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (AS-3, AS-11)	2 EA	\$3,152.17	\$6,304.34
48" Diameter (5" wall, 8" base) (10'-12' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (AS-4)	1 EA	\$3,374.46	\$3,374.46
60" Diameter (6" wall, 8" base) (12'-14' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (BS-5)	1 EA	\$5,331.91	\$5,331.91
72" Diameter (7" wall, 8" base) (12'-14' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (BS-6)	1 EA	\$7,242.90	\$7,242.90

(4) Double Curb Inlet (\$19,255.82)

3' x 6.5' Double Curb Inlet (8" wall, 8" base) (0'-4' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (AS-1, AS-10)	2 EA	\$3,782.68	\$7,565.36
3' x 6.5' Double Curb Inlet (8" wall, 8" base) (4'-6' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (AS-7)	1 EA	\$5,137.38	\$5,137.38
3' x 6.5' Double Curb Inlet (8" wall, 8" base) (8'-10' deep) With: Single Ramnek, 8" Slab Top, USF 5145-6210 FGH (AS-12)	1 EA	\$6,553.08	\$6,553.08

(10) Headwall (\$15,228.00)

DOT 250 Headwall 19" x 30" (24") Quadruple (WXS-1, WXS-2)	2 EA	\$3,532.50	\$7,065.00
Mitered Ends 15" Single (BS-9)	1 EA	\$495.00	\$495.00
Mitered Ends 18" Single (AS-9)	1 EA	\$495.00	\$495.00
Mitered Ends 24" Single (AS-6, AS-13)	2 EA	\$850.50	\$1,701.00
Mitered Ends 30" Single (BS-100, BS-102)	2 EA	\$1,201.50	\$2,403.00
Mitered Ends 36" Single (BS-4, BS-7)	2 EA	\$1,534.50	\$3,069.00

(4) Inlet (\$9,357.16)

Inlet C Box (6" wall, 6" base) (0'-4' deep) With: Single Ramnek, Eyebolts & Chains, USF 6212 Grate (AS-5A)	1 EA	\$1,300.88	\$1,300.88
Inlet C Box (6" wall, 6" base) (4'-6' deep) With: Single Ramnek, Eyebolts & Chains, USF 6212 Grate (AS-9A, BS-8)	2 EA	\$1,845.12	\$3,690.23
Inlet E Box (6" wall, 6" base) (10'-12' deep) With: Single Ramnek, Eyebolts & Chains, USF 6290 Grate (AS-5)	1 EA	\$4,366.05	\$4,366.05

Storm Quote Total \$85,366.92

Structure Grand Total \$129,886.20

Notes

Grade rings are available, please contact your sales rep for price.

Pricing is subject to a 7% escalator for all material not shipped beginning one year from purchase order or quotation acknowledgement date.

Each succeeding year will be subject to an additional 7% escalator and will stay in effect for the duration of the project.

Quote Total \$129,886.20

Subject to State, County & Local Taxes.

F.O.B.: Jobsite.

Above prices based on truckload quantities.

Brian Finch

Office: (904) 742-9196

Cell: (904) 742-9196

TERMS AND CONDITIONS OF SALE

Any sale of goods is subject to the Limited Warranty and Remedies set forth below and Forterra's other General terms and Conditions of Sale. Any contrary provision in any purchase order or other document of customer is rejected.

Unless otherwise agreed upon, custom items will be billed in full 60 days after manufacture; these items will be discarded after 90 days at an additional 20% disposal fee.

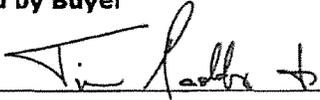
LIMITED WARRANTY AND REMEDIES

Forterra warrants that, at the time of delivery, the goods sold will conform to the applicable specifications set forth in the Quotation, Acknowledgement of Order, or other sales document signed by Forterra. **FORTERRA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.** If the goods fail to conform, at time of delivery, to this limited warranty, Buyer's sole and exclusive remedy and Forterra's entire liability will be, at Forterra's election, (i) the repair or replacement by Forterra within a reasonable time of the non-conforming goods, f.o.b. Forterra's plant, or (ii) the refund of the price paid for the non-conforming goods, and in either case only if Forterra receives written notice of the defect or non-conformance within 30 days of the date of delivery of the non-conforming goods. **FORTERRA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** Forterra's liability, whether under contract, in tort or otherwise shall not in any event exceed the price of the goods or portion of such goods on which such liability is based, and Buyer waives any claim for amounts in excess of that amount.

If you would like to proceed with ordering these items please sign and return the quote.

Please note that Forterra will only load items onto a flat bed or a trailer due to liability issues. We cannot load any items onto a pick-up truck, a utility truck with sides, or a trailer with sides. Please make sure you are sending the appropriate vehicle for customer pick-ups.

Accepted by Buyer

By: 

Title: Project Manager

Date: 6/21/2022

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any terms or conditions to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacturer materials, acceptance of materials including without limitation all packing, loading or freight) necessary to produce and deliver materials STCs.

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties, and other terms and conditions of sale, including without limitation all packing, loading or freight) necessary to produce and deliver materials STCs.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.

Hydro Conduit, LLC d/b/a Rinker
Materials or Forterra Pipe & Precast,
LLC d/b/a Rinker Materials for itself or on
behalf of one or more of its subsidiaries
doing business as Rinker Materials

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Three Rivers Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number TRCDD-002 from Forterra Pipe and Precast (Vendor) on or after October 19, 2022 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Vallencourt (Contractor) for the construction of Tributary Phase 1B – Unit 8.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (*You must initial each of the following requirements.*)

- ___ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ___ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ___ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ___ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ___ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

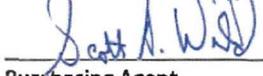
Three Rivers Community Development District



Signature of Authorized Representative
of Governmental Entity/Title

Nov 4, 2022

Date



Purchasing Agent

11/4/2022

Date

Federal Employer Identification Number: 83-3624971

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6C VI

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.
NAME: Ferguson Waterworks
ADDRESS: 9692 Florida Mining Blvd W Building 100, Jacksonville, FL 32257
TELEPHONE NUMBER: (904)268-2551
2. Manufacturer or brand, model or specification number of the item.
Sanitary, Water and Reclaimed pipe and fittings

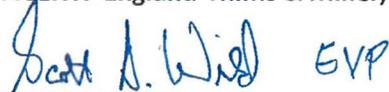
3. Quantity needed as estimated by CONTRACTOR. See attached quote
4. The price quoted by the supplier for the construction materials identified above.
\$ 599,580.91
5. The sales tax associated with the price quote: \$41,970.66
6. Shipping and handling insurance cost. \$0.0
7. Delivery dates as established by CONTRACTOR. TBD

OWNER: Three Rivers Community Development District


Authorized Signature (Title)

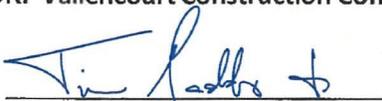
Nov 4, 2022
Date

PURCHASING AGENT: England-Thims & Miller, Inc.

 EVP
Authorized Signature (Title)

10/19/22
Date

CONTRACTOR: Vallencourt Construction Company


Authorized Signature (Title)

10/24/22
Date

PURCHASE ORDER
PURCHASE ORDER - P.O.: BBDD-003 REVISED
BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT

Owner:	Three Rivers CDD 7807 Baymeadows Road Suite 205 Jacksonville, FL 32256	Seller:	Ferguson Waterworks
Address:	c/o England-Thims & Miller, Inc. 14775 Old St. Augustine Road Jacksonville, FL 32258 Attn: Jason Ellins	Address:	9692 Florida Mining Blvd W., Bldg 100 Jacksonville, FL. 32257
Phone:	(904) 699-1188	Phone:	(352) 316-9717

Project Name:	Tributary Phase 1B – Units 8	Contract Date:	9/14/2022
Project Address:	SR 200 and Three Rivers Place	Purchase Order:	TRCDD-003

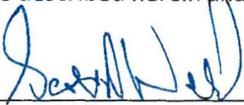
Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“Goods”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered as soon as possible from the date of this Order.

Price – \$ 599,580.91

Certificate of Exemption # 85-8017721120C-0

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.



 Owner Representative/Purchasing Agent
 By: ETM, Inc. District Engineer

 Name: Scott A. Wild

 Title: Executive Vice President

 Date Executed: _____



 Seller
 By: Ferguson Waterworks, LLC

 Name: Blake Bowmaster

 Title: Outside Sales Representative

 Date Executed: 10/25/2022

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions



FERGUSON WATERWORKS-JAX #149
 9692 FLORIDA MINING BLVD W
 BUILDING #100
 JACKSONVILLE, FL 32257
 Phone: 904-268-2551
 Fax: 904-268-2053

Deliver To: From: Blake Bowmaster Comments:

17:07:57 SEP 14 2022

Page 1 of 2

FEL-JACKSONVILLE WW #149

Price Quotation
 Phone: 904-268-2551
 Fax: 904-268-2053

Bid No: B556925
 Bid Date: 09/14/22
 Quoted By: WBB

Cust Phone: 904-291-9330
 Terms: NET 10TH PROX

Customer: VALLENCOURT CONSTR CO INC
 PO BOX 1889
 TRIBUTARY 8
 GREEN COVE SPRINGS, FL 32043

Ship To:

Cust PO#:

Job Name: TRIBUTARY 8

Item	Description	Quantity	Net Price	UM	Total
TRIBUTARY 8					

STORM DRAIN					
A36650020IBPL	36X20 HP N12 DW GRAY SLD PL PIPE	380	71.810	FT	27287.80
A30650020IBPL	30X20 HP N12 DW GRAY SLD PL PIPE	60	63.410	FT	3804.60
A24650020IBPL	24X20 HP N12 DW GRAY SLD PL PIPE	400	40.430	FT	16172.00
A18650020IBPL	18X20 HP N12 DW GRAY SLD PL PIPE	360	24.980	FT	8992.80
A12650020IBPL	12X20 HP N12 DW GRAY SLD PL PIPE	80	17.180	FT	1374.40
SUBTOTAL					57631.60

SEWER					
SDR26HWSP1214	12X14 SDR26 HW PVC GJ SWR PIPE	1680	32.550	FT	54684.00
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	1316	15.640	FT	20582.24
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	2310	8.640	FT	19958.40
SUBTOTAL					95224.64

FORCE MAIN					
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	100	24.910	FT	2491.00

AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	1	1187.000	EA	1187.00

WATER					
DR18BP16	16 C900 DR18 CL235 PVC GJ BLUE PIPE	1850	98.000	FT	181300.00
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	1400	24.910	FT	34874.00
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	40	14.530	FT	581.20

AFC2616DLAFMM	16 DI MJ RW OL SS STEM VLV L/A	4	5200.945	EA	20803.78
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	3	1187.000	EA	3561.00
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	7	746.000	EA	5222.00

AFCB84BLAOLPJAX	5-1/4 VO B84B HYD 4 OL L/A JAX	7	2425.000	EA	16975.00
SUBTOTAL					266994.98

REUSE					
DR18PP12	12 C900 DR18 PVC GJ PURP PIPE	1800	52.630	FT	94734.00
DR18PPX	8 C900 DR18 PVC GJ PURP PIPE	1340	24.910	FT	33379.40



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
 complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=65027>

FEL-JACKSONVILLE WW -#149
Price Quotation

Fax: 904-268-2053

17:07:57 SEP 14 2022
Reference No: B556925

Item	Description	Quantity	Net Price	UM	Total
AFC2612DLAFMM	12 DI MJ RW OL SS STEM VLV L/A	6	2341.000	EA	14046.00
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	3	1187.000	EA	3561.00
			Net Total:		\$56557.1.62
			Tax:		\$34009.29
			Freight:		\$0.00
			Total:		\$599580.91

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

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.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=65027>

EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents 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, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Three Rivers Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8017721120C-0, affirms that the tangible personal property purchased pursuant to Purchase Order Number TRCDD-003 from Ferguson Waterworks(Vendor) on or after October 19, 2022 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____ with Vallencourt (Contractor) for the construction of Tributary Phase 1B – Unit 8.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: **(You must initial each of the following requirements.)**

- ___ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ___ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ___ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ___ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ___ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Three Rivers Community Development District


Signature of Authorized Representative
of Governmental Entity/Title

Nov 4, 2022
Date


Purchasing Agent

11/4/2022
Date

Federal Employer Identification Number: 83-3624971

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2022**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Debt Service Fund Series 2021B SSA	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021	Capital Projects Fund Series 2021B SSA	Total Governmental Funds
ASSETS									
Cash	\$ 2,437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,437
Investments									
Revenue	-	589,110	191	443,820	1,486	-	-	-	1,034,607
Reserve	-	944,669	3,563	14,850	462,500	-	-	-	1,425,582
Prepayment	-	56,628	4,374	1,178	-	-	-	-	62,180
Construction	-	-	-	-	-	-	3,906	72,023	75,929
Construction - master	-	-	-	-	-	4,873	-	-	4,873
Construction - neighborhood	-	-	-	-	-	1	-	-	1
Capitalized interest	-	-	-	-	232,004	-	-	-	232,004
Interest	-	-	-	9,198	-	-	-	-	9,198
Due from Three Rivers Developers	142,992	761,851	-	-	-	-	413,193	67,979	1,386,015
Due from Nassau County	-	-	-	-	-	-	-	191,723	191,723
Due from other	-	-	-	-	-	-	21,299	450	21,749
Due from general fund	-	7	-	-	-	-	660	-	667
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	5,509
Utility deposit	2,090	-	-	-	-	-	-	-	2,090
Prepaid expense	49,213	-	-	-	-	-	-	-	49,213
Total assets	<u>\$ 196,732</u>	<u>\$ 2,352,265</u>	<u>\$ 13,637</u>	<u>\$ 469,046</u>	<u>\$ 695,990</u>	<u>\$ 4,874</u>	<u>\$ 439,058</u>	<u>\$ 332,175</u>	<u>\$ 4,503,777</u>
LIABILITIES									
Liabilities:									
Accounts payable	\$ 143,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,080
Due to Developer	246	-	-	-	-	-	-	-	246
Due to other	319	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-1	7	-	-	-	-	-	-	-	7
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	5,509
Due to capital projects fund 2021B	660	-	-	-	-	-	-	-	660
Contracts payable	-	-	-	-	-	-	434,483	440,977	875,460
Retainage payable	-	-	-	-	-	137,977	549,209	261,987	949,173
Accrued taxes payable	245	-	-	-	-	-	-	-	245
Developer advance	10,000	-	-	-	-	-	-	-	10,000
Total liabilities	<u>154,557</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>137,977</u>	<u>983,692</u>	<u>702,964</u>	<u>1,984,699</u>
DEFERRED INFLOWS OF RESOURCES									
Deferred receipts	142,992	761,851	-	-	-	-	434,485	259,702	1,599,030
Total deferred inflows of resources	<u>142,992</u>	<u>761,851</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>434,485</u>	<u>259,702</u>	<u>1,599,030</u>
FUND BALANCES									
Restricted for									
Debt service	-	1,584,905	13,637	469,046	695,990	-	-	-	2,763,578
Capital projects	-	-	-	-	-	(133,103)	(979,119)	(630,491)	(1,742,713)
Unassigned	(100,817)	-	-	-	-	-	-	-	(100,817)
Total fund balances	<u>(100,817)</u>	<u>1,584,905</u>	<u>13,637</u>	<u>469,046</u>	<u>695,990</u>	<u>(133,103)</u>	<u>(979,119)</u>	<u>(630,491)</u>	<u>920,048</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 196,732</u>	<u>\$ 2,352,265</u>	<u>\$ 13,637</u>	<u>\$ 469,046</u>	<u>\$ 695,990</u>	<u>\$ 4,874</u>	<u>\$ 439,058</u>	<u>\$ 332,175</u>	<u>\$ 4,503,777</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 249,649	\$ 248,190	101%
Developer contribution	6,591	192,995	336,942	57%
Total revenues	<u>6,591</u>	<u>442,644</u>	<u>585,132</u>	76%
EXPENDITURES				
Professional & administrative				
Supervisor fees	800	5,200	9,000	58%
FICA	61	398	918	43%
Engineering	574	7,653	8,500	90%
Attorney	5,441	16,190	25,000	65%
Arbitrage	-	500	500	100%
DSF accounting: series 2019	625	7,500	7,500	100%
DSF accounting: series 2021	625	7,500	7,500	100%
Dissemination agent: series 2019	83	1,000	1,000	100%
Dissemination agent: series 2021-B1	83	1,000	1,000	100%
Dissemination agent: series 2021-B2	83	1,000	1,000	100%
Trustee: series 2019	-	4,041	4,050	100%
Trustee: series 2021-B1	-	4,031	4,000	101%
Trustee: series 2021-B2	4,031	4,031	4,000	101%
Audit	-	6,000	6,000	100%
Management	3,750	45,000	45,000	100%
Website	1,410	1,410	705	200%
ADA compliance	-	-	210	0%
Telephone	42	500	500	100%
Postage	154	717	500	143%
Insurance	-	16,980	5,500	309%
Printing & binding	42	500	500	100%
Legal advertising	591	3,816	1,500	254%
Other current charges	5	80	500	16%
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	-	4,993	5,171	97%
Total professional & administrative	<u>18,400</u>	<u>140,215</u>	<u>140,229</u>	100%
Operations & maintenance				
Landscape maintenance	21,941	152,098	150,000	101%
Landscape contingency	-	15,497	15,000	103%
Electric	7,400	40,621	18,000	226%
Reclaimed water	6,963	46,396	40,000	116%
Lake/stormwater maintenance	4,600	9,200	20,000	46%
Irrigation repairs	-	6,520	10,000	65%
Accounting	-	-	3,500	0%
Total operations & maintenance	<u>40,904</u>	<u>270,332</u>	<u>256,500</u>	105%
Amenity center				
Utilities				
Telephone & cable	1,969	2,573	4,783	54%
Electric	-	-	8,750	0%
Water/irrigation	-	-	9,333	0%
Gas	278	278	875	32%
Trash removal	662	698	1,458	48%

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Security				
Alarm monitoring	-	-	700	0%
Monitoring	-	-	7,233	0%
Access cards	-	-	583	0%
Management contracts				
Facility management	-	-	25,480	0%
Landscape mainenance	-	-	15,263	0%
Landscape seasonal (annuals & pine straw)	-	66,911	4,667	1434%
Landscape contingency	-	-	4,667	0%
Field management/administrative	-	-	18,000	0%
Pool maintenance	4,700	7,050	9,730	72%
Pool repairs	-	625	2,917	21%
Pool chemicals	-	-	7,000	0%
Janitorial services	6,427	7,178	8,015	90%
Janatorial supplies	-	392	1,750	22%
Facility maintenance	-	-	8,750	0%
Fitness equipment lease	4,865	11,634	8,041	145%
Pest control	-	-	875	0%
Pool permits	-	-	583	0%
Repairs & maintenance	5,596	6,376	4,667	137%
Maintenance reserves	-	-	11,667	0%
New capital projects	-	-	7,000	0%
Special events	320	320	5,833	5%
Holiday decorations	-	-	6,333	0%
Fitness center repairs/supplies	-	-	1,750	0%
Office supplies	-	48	292	16%
Operating supplies	-	-	5,425	0%
ASCAP/BMI licences	-	-	992	0%
Fitness equipment	-	32,127	-	N/A
Total amenity center	<u>24,817</u>	<u>136,210</u>	<u>193,412</u>	70%
Total expenditures	<u>84,121</u>	<u>546,757</u>	<u>590,141</u>	93%
Excess/(deficiency) of revenues over/(under) expenditures	(77,530)	(104,113)	(5,009)	
Fund balances - beginning	<u>(23,287)</u>	<u>3,296</u>	<u>-</u>	
Fund balances - ending	<u><u>\$(100,817)</u></u>	<u><u>\$ (100,817)</u></u>	<u><u>\$ (5,009)</u></u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 437,901	\$ 435,281	101%
Assessment levy: off-roll	-	506,778	574,623	88%
Assessment prepayments	-	725,165	-	N/A
Lot closing	-	449,652	-	N/A
Interest	2,283	5,251	5,000	105%
Total revenues	<u>2,283</u>	<u>2,124,747</u>	<u>1,014,904</u>	209%
EXPENDITURES				
Debt service				
Principal	-	275,000	280,000	98%
Principal prepayment	-	890,000	-	N/A
Interest 11/1	-	362,522	362,522	100%
Interest 5/1	-	361,632	362,522	100%
Total debt service	<u>-</u>	<u>1,889,154</u>	<u>1,005,044</u>	188%
Other fees & charges				
Tax collector	-	8,758	9,068	N/A
Total other fees and charges	<u>-</u>	<u>8,758</u>	<u>9,068</u>	N/A
Total expenditures	<u>-</u>	<u>1,897,912</u>	<u>1,014,112</u>	187%
Excess/(deficiency) of revenues over/(under) expenditures	2,283	226,835	792	
OTHER FINANCING SOURCES/(USES)				
Transfers in	6	37,768	-	N/A
Transfers out	-	(37,762)	-	N/A
Total other financing sources	<u>6</u>	<u>6</u>	<u>-</u>	N/A
Net change in fund balances	2,289	226,841	792	
Fund balances - beginning	1,582,616	1,358,064	1,370,320	
Fund balances - ending	<u>\$ 1,584,905</u>	<u>\$ 1,584,905</u>	<u>\$ 1,371,112</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 SEPTEMBER 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ 1,781	\$ 29,569	6%
Interest	13	29	-	N/A
Total revenues	<u>13</u>	<u>1,810</u>	<u>29,569</u>	6%
EXPENDITURES				
Debt service				
Principal prepayment	-	135,000	-	N/A
Interest 11/1	-	4,987	23,869	21%
Interest 5/1	-	1,840	5,700	32%
Total debt service	<u>-</u>	<u>141,827</u>	<u>29,569</u>	480%
Excess/(deficiency) of revenues over/(under) expenditures	13	(140,017)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	(6)	(37,768)		N/A
Transfers in	-	37,762	-	N/A
Total other financing sources	<u>(6)</u>	<u>(6)</u>	<u>-</u>	N/A
Net change in fund balances	7	(140,023)	-	
Fund balances - beginning	13,630	153,660	82,517	
Fund balances - ending	<u>\$ 13,637</u>	<u>\$ 13,637</u>	<u>\$ 82,517</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 SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 111,825	0%
Assessment prepayments	-	2,069,670	-	N/A
Lot closing	-	486,217	-	N/A
Interest	672	1,545	-	N/A
Total revenues	<u>672</u>	<u>2,557,432</u>	<u>111,825</u>	2287%
EXPENDITURES				
Debt service				
Principal prepayment	-	2,220,000	-	N/A
Interest	-	103,950	138,713	75%
Total debt service	<u>-</u>	<u>2,323,950</u>	<u>138,713</u>	1675%
Excess/(deficiency) of revenues over/(under) expenditures	672	233,482	(26,888)	
Fund balances - beginning	468,374	235,564	248,980	
Fund balances - ending	<u>\$ 469,046</u>	<u>\$ 469,046</u>	<u>\$ 222,092</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B SSA BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 998	\$ 2,240	\$ -	N/A
Total revenues	998	2,240	-	N/A
EXPENDITURES				
Debt service				
Interest	-	318,611	318,611	100%
Cost of issuance	-	94,157	-	N/A
Total debt service	-	412,768	318,611	130%
Excess/(deficiency) of revenues over/(under) expenditures	998	(410,528)	(318,611)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(9,320)	-	N/A
Total other financing sources	-	(9,320)	-	N/A
Net change in fund balances	998	(419,848)	-	
Fund balances - beginning	694,992	1,115,838	1,012,361	
Fund balances - ending	\$ 695,990	\$ 695,990	\$ 693,750	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 7	\$ 16
Total revenues	<u>7</u>	<u>16</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	7	16
Fund balances - beginning	<u>(133,110)</u>	<u>(133,119)</u>
Fund balances - ending	<u><u>\$ (133,103)</u></u>	<u><u>\$ (133,103)</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ 24,302	\$ 4,400,100
Interest	394	466
Total revenues	<u>24,696</u>	<u>4,400,566</u>
EXPENDITURES		
Capital outlay	<u>452,250</u>	<u>5,688,738</u>
Total expenditures	<u>452,250</u>	<u>5,688,738</u>
Excess/(deficiency) of revenues over/(under) expenditures	(427,554)	(1,288,172)
Fund balances - beginning	(551,565)	309,053
Fund balances - ending	<u>\$ (979,119)</u>	<u>\$ (979,119)</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B SSA BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 802,876	\$ 1,842,652
Nassau County interlocal agreement	67,431	518,024
Interest	316	1,747
Total revenues	870,623	2,362,423
EXPENDITURES		
Capital outlay	929,409	8,834,358
Total expenditures	929,409	8,834,358
Excess/(deficiency) of revenues over/(under) expenditures	(58,786)	(6,471,935)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	9,320
Total other financing sources/(uses)	-	9,320
Net change in fund balances	(58,786)	(6,462,615)
Fund balances - beginning	(571,705)	5,832,124
Fund balances - ending	\$ (630,491)	\$ (630,491)

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

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

The Board of Supervisors of the Three Rivers Community Development District held Multiple Public Hearings and a Regular Meeting on August 31, 2022 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

Present were:

Liam O'Reilly	Chair
Mike Taylor	Vice Chair
Rose Bock	Assistant Secretary
Brad Odom	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Wes Haber	District Counsel
Bill Schaefer (via telephone)	District Engineer
Scott Wild (via telephone)	England-Thims & Miller, Inc. (ETM)
Gina Maloney	Castle Group Lifestyle Director
Bill Cameron	Castle Group

Residents also present were:

Drew Carson	Blake Stephens	John Bilanin	Adam Smaracheck
Robert Dibble	Michael Maples	Greg Nissen	Margaret Ojeda
Crystal Kelley	Adriana James	Kelly Murphy	Maureen Antonowski
Jim Dutt	Shane Parsons	Alex Parsons	Fay Petermen
Tina Register	Christie Stephens	Sherry Welka	Other Residents

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:00 p.m. Supervisors Taylor, O'Reilly and Bock were present, along with newly appointed Supervisor Brad Odom, who was sworn in just prior to the meeting. Supervisor Kern was not present.

39 Mr. Torres and Mr. O'Reilly identified areas in the agenda for residents to make public
40 comments. For the sake of time, Mr. O'Reilly stated he will stay after the meeting to address
41 non-agenda and HOA related questions.

42

43 **SECOND ORDER OF BUSINESS**

Public Comments

44

45 No members of the public spoke.

46

47 **THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly
Appointed Supervisor, Brad Odom (the
following will be provided in a separate
package)**

48

49

50

51

52 Mr. Torres reiterated that the Oath of Office was administered to Mr. Brad Odom prior
53 to the meeting. Mr. Torres and Mr. Haber discussed the following items:

54 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

55 **B. Membership, Obligations and Responsibilities**

56 **C. Financial Disclosure Forms**

57 **I. Form 1: Statement of Financial Interests**

58 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

59 **III. Form 1F: Final Statement of Financial Interests**

60 **D. Form 8B: Memorandum of Voting Conflict**

61

62 **FOURTH ORDER OF BUSINESS**

Consent Agenda

63

64 Mr. Torres presented the following:

65 **A. Consideration of Requisitions: Construction Account (*support documentation available
66 upon request*)**

67 **I. Number 112: Ring Power Corporation [\$132,081.62]**

68 **II. Number 113: Vallencourt Construction Co., Inc. [\$608,831.90]**

69 **III. Number 114: Bio-Tech Consulting, Inc. [\$2,930.00]**

70 **IV. Number 115: Dominion Engineering Group, Inc. [\$18,363.00]**

- 71 **B. Consideration of Requisitions: South Series Assessment (*support documentation***
72 ***available upon request*)**
- 73 I. Number 105: Avid Trails LLC [\$4,800.00]
- 74 II. Number 106: Gold Coast Land Management, LLC [\$112,500.00]
- 75 III. Number 107: Elbert Norman Brady Architects [\$5,000.00]
- 76 IV. Number 108: F&E Management [\$4,651.02]
- 77 V. Number 109: Avid Trails LLC [\$7,202.07]
- 78 VI. Number 110: Bio-Tech Consulting, Inc. [\$1,750.00]
- 79 VII. Number 111: Bio-Tech Consulting, Inc. [\$67.50]
- 80 VIII. Number 112: Kutak Rock LLP [\$450.00]
- 81 IX. Number 115: England-Thims & Miller, Inc., [\$11,454.00]
- 82 X. Number 116: England-Thims & Miller, Inc., [\$7,866.00]
- 83 XI. Number 117: England-Thims & Miller, Inc., [\$17,643.88]
- 84 XII. Number 118: England-Thims & Miller, Inc., [\$6,633.00]
- 85 XIII. Number 119: England-Thims & Miller, Inc., [\$3,598.00]
- 86 XIV. Number 120: England-Thims & Miller, Inc., [\$20,477.25]
- 87 XV. Number 121: England-Thims & Miller, Inc., [\$597.47]
- 88 XVI. Number 122: England-Thims & Miller, Inc., [\$10,322.25]
- 89 XVII. Number 123: England-Thims & Miller, Inc., [3,364.00]
- 90 XVIII. Number 124: England-Thims & Miller, Inc., [\$2,114.00]
- 91 XIX. Number 125: Crown Pools, Inc., [\$1,435.00]
- 92 XX. Number 126: Auld & White Constructors, LLC [\$871,929.63]
- 93 ■ The following Requisitions were additions to the agenda:
- 94 ➤ Requisitions Number 113: England-Thims & Miller, Inc., [\$24,563.00]
- 95 ➤ Requisition Number 114: England-Thims & Miller, Inc., [\$35,529.00]
- 96 **C. Ratification Items**
- 97 I. ECS Florida, LLC Proposal No. 35:19675-GPR for Subsurface Exploration and
98 Geotechnical Engineering Services [Tributary Units 12 and 13 Ponds and VNB
99 Areas]

100 II. England, Thims & Miller, Inc. (ETM), Work Authorization No 9, Edwards Road
101 Watermain CEI Services

102 ■ The following ratification items were additions to the agenda:

- 103 ➤ Requisition Number 112: Kutak Rock LLP [\$450.00]
- 104 ➤ Requisition Number 115: England-Thims & Miller, Inc., [\$11,454.00]
- 105 ➤ Requisition Number 116: England-Thims & Miller, Inc., [\$7,866.00]
- 106 ➤ Change Order No. 3: Increase of \$32,668.00 for General Construction for
107 sidewalk revisions
- 108 ➤ Change Order No. 4: Decrease \$95,410.83 for asphalt materials

109 Mr. Torres stated a Developer contribution will fund these expenses; they were not
110 assessment items; the construction account is depleted.

111

112 On MOTION by Mr. O’Reilly and seconded by Mr. Taylor, with all in favor, the
113 Consent Agenda Items, as presented, were approved and/or ratified.

114

115

116 **FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget**

117

118

119 **A. Proof/Affidavit of Publication**

120 The affidavit of publication was included for informational purposes.

121 **B. Consideration of Resolution 2022-16, Relating to the Annual Appropriations and**
122 **Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending**
123 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**
124 **Date**

125 Mr. Torres presented Resolution 2022-16 and the proposed Fiscal Year 2023 budget.

126 Mr. Haber stated two Public Hearings were noticed for today and, for efficiency’s sake,
127 the Public Hearings for the Fiscal Year 2023 Budget and for the Assessments will be opened
128 simultaneously; public comments on both agenda items should be made at this time.

129

On MOTION by Ms. Bock and seconded by Mr. O'Reilly, with all in favor, the Public Hearings to adopt the Fiscal Year 2023 Budget and to Impose Special Assessments for Fiscal Year 2023, were opened.

Mr. O'Reilly and Staff explained the following, in responses to resident questions:

➤ The Board follows the Uniform Special District Accountability Act in that the CDD complies with Chapter 189 and Chapter 190 of the Florida Statutes.

➤ On-roll assessments are typically related to individual property owners. Off-roll assessments are typically paid by Landowners and/or Developers. Another distinction between the two is platted and un-platted property. The County collects the on-roll assessments via the tax bill and the CDD bills and collects off-roll assessments directly to the Landowners/Developers. Assessments are based on the peculiar benefits that the property owners receive.

➤ After several property owners reported not receiving the Mailed Notice, it was noted that it might be an issue with the post office issue or a timing issue with the County updating its records. Mr. Torres stated he will meet with attendees after the meeting to review the Assessment Roll retrieved from the County's website.

➤ Individual budget line items are evaluated for competitive rates during the annual budget process; services are competitively bid. A 30-day termination clause is included in the CDD's contracts.

Mr. Haber discussed budget details regarding revenues, which shows Developer contribution funds, offset costs and help in keeping property owner assessments down.

➤ Potable water is being used until the system is converted to reclaimed water.

➤ The 55+ Community does not have its own CDD; it is part of this CDD and those residents will have access to the Lookout Amenity Center. It will have its own HOA and Amenity Center, which the home builder will construct, and will be funded and maintained with HOA dues.

➤ Regarding the Operation and Maintenance (O&M) assessments, due to the amenity maintenance addition, certain budget line items increased significantly for Fiscal Year 2023.

The majority of the residents in attendance wanted the record to reflect that they are not in favor of the 30% assessment increase. Mr. O'Reilly assured the attendees that typical

161 O&M assessment increases range from 3% to 5%. Another resident believed that the Builder
162 Representatives indicated to buyers that CDD assessments would increase gradually.

163 Residents suggested the Board consider utilizing skill sets, shifting from wants to needs
164 and deferring some of the kayak launch, special events and holiday decorations expenses.

165 Resident Crystal Kelley asked who she should speak to regarding the sod behind the
166 pond banks, which is different from the type the builder installed. It was noted that Bahia sod
167 was installed and, as other residents had the same issue, Mr. O'Reilly will inspect Lots 194, 195
168 and 66 to determine a course of action.

169 ➤ The County will own and maintain the Tributary Amenity Center.

170 ➤ Regarding whether Board Members are required to share conflicts of interest, residents
171 were directed to Sunbiz.org to research if there may be a relationship with a CDD vendor.
172 Supervisors are required to file a Financial Disclosure form with Management if there is a
173 conflict. CDD Staff or the Board Members can be emailed if a specific vendor is in question.

174 ➤ Regarding the request that vendors address algae in the ponds and gutters, areas with
175 scalped dirt and construction debris, it was noted that Mr. O'Reilly met with the builders to
176 address several issues. As debris remains an ongoing issue, he will have Mr. Molineaux
177 coordinate frequent pond walks and, if necessary, engage a vendor to clean up debris and
178 invoice the builder for this expense. The pond maintenance company was put on notice. There
179 are no plans to install bubblers in the ponds at this time.

180 ➤ A proposal for insect control will be presented at the next meeting.

181 Mr. O'Reilly asked that resident comments be specific to the budget. He reiterated that
182 he will answer questions after the meeting or discuss any issues at the next meeting.

183 ➤ Regarding special events, Developer contributions will cover the remaining expenses as
184 the budget is underfunded. The salary is paid through the HOA dues. Events information will be
185 in the newsletter.

186 ➤ Regarding whether there is a mechanism to generate surplus fund balance and if funds
187 can be used to offset deficits, at this time the deficient is Developer funded. Once the CDD is
188 built out, the resident-controlled Board will typically add budget line items for contingency and
189 to build capital reserves for future use.

190 ➤ Regarding whether property owners can pay off their CDD assessments, the debt service
 191 portion of the overall assessment can be paid off; the amount is constant until the term of the
 192 loan is paid off. There is the ability to refund the bonds after 10 years to lower interest rates
 193 and reduce the debt service portion assessment. O&M assessments fluctuate and are incurred
 194 in perpetuity.

195 Mr. Haber explained the billing and assessment processes between individual property
 196 owners, the Developer and the Builder. The assessment amounts are based on benefit
 197 received.

198 The following change will be made to the Fiscal Year 2023 budget:

199 Page 3, Description Box: Update breakdown of "O&M Assessment per Unit" to match
 200 the \$1,215.93 amount on Page 16.

201

202 **On MOTION by Mr. O’Reilly and seconded by Mr. Taylor, with all in favor, the**
 203 **Public Hearings to adopt the Fiscal Year 2023 Budget and to Impose Special**
 204 **Assessments for Fiscal Year 2023, were closed.**

205

206

207 **On MOTION by Ms. Bock and seconded by Mr. O’Reilly, with all in favor,**
 208 **Resolution 2022-16, Relating to the Annual Appropriations and Adopting the**
 209 **Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September**
 210 **30, 2023, as amended; Authorizing Budget Amendments; and Providing an**
 211 **Effective Date, was adopted.**

212

213

SIXTH ORDER OF BUSINESS

Public Hearing to Hear Comments and
Objections on the Imposition of Special
Assessments for Operations and
Maintenance for Fiscal Year 2022/2023,
Pursuant to Florida Law

219

A. Proof/Affidavit of Publication

221

B. Mailed Notice(s)

222

These items were included for informational purposes.

223

**C. Consideration of Resolution 2022-17, Making a Determination of Benefit and Imposing
 224 Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and**

225 Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for
226 Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an
227 Effective Date

228 Mr. Torres presented Resolution 2022-17.

229

230 **On MOTION by Mr. O’Reilly and seconded by Mr. Odom, with all in favor,**
231 **Resolution 2022-17, Making a Determination of Benefit and Imposing Special**
232 **Assessments for Fiscal Year 2022/2023; Providing for the Collection and**
233 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
234 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
235 **Providing an Effective Date, was adopted.**

236

237

238 **SEVENTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2022/2023
239 Funding Agreement**

240

241

Mr. Torres presented the Fiscal Year 2023 Funding Agreement.

242

243 Residents voiced frustration that the Board adopted the Fiscal Year 2023 budget
244 without taking their objections into consideration.

245

246 Discussion ensued regarding Supervisors complying with the Florida State Code of Ethics
247 Statute, contacting County Commissioners and Congressman. An apology was made in that the
248 Builders should have done a better job informing property owners that O&M costs will increase
249 as each new improvement is built and to keep a certain level of service.

250

251 Residents were asked to email their vendor issues to Mr. Torres so they can be
252 evaluated, as it will influence the Fiscal Year 2024 budget process, which commences in March.

253

254 **On MOTION by Mr. Taylor and seconded by Mr. O’Reilly, with all in favor, the**
255 **Fiscal Year 2022/2023 Funding Agreement, was approved.**

256

257

258 **EIGHTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comments
259 and Objections to the Adoption of the
260 Amenity Policies and Rates and Suspension
and Termination of Privileges Rule**

261

A. Affidavits of Publication

261 The affidavits of publication were included for informational purposes.

262 **B. Consideration of Resolution 2022-18, Adopting Amenity Policies and Rates and**
263 **Suspension and Termination of Privileges Rule; Providing a Severability Clause; and**
264 **Providing an Effective Date**

265 Mr. Torres and Mr. Haber reviewed the Amenity Rates and highlighted the Suspension
266 and Termination of Privileges.

267

268 **On MOTION by Mr. O'Reilly and seconded by Mr. Taylor, with all in favor, the**
269 **Public Hearing was opened.**

270

271

272 Mr. O'Reilly and Staff explained the following, in responses to resident questions:

273 ➤ Builders are not charged when hosting events in the facility; it is common to showcase
274 the facility to potential buyers. The Developer met with Builders to discuss issues.

275 ➤ Mr. Taylor gave an overview of the research process to determine the hourly rates and
276 stated that today is to set the standard but there is the opportunity to modify rate structures
277 based on different needs.

278 ➤ The fees are allocated in the General Fund.

279 ➤ Residents will use the same digital VIZpin to access the facility and request additional
280 ones if needed.

281 ➤ Regarding people accessing the facility prior to closing on homes, Mr. O'Reilly will
282 inform Mr. Molineaux that it is prohibited.

283 ➤ Regarding the kitchen/storage fee, it was noted that the rental fee includes the cost to
284 purchase the access card. The room is locked because of the items being stored for CDD events.

285 Resident comments and suggestions included changing the hourly rate, charging
286 builders, removing the kitchen/storage area charge, limiting the number of events, keeping the
287 cleaning fee for damages and displaying the formal rental event calendar on the bulletin board
288 in addition to posting it on the website.

289

290 **On MOTION by Mr. O'Reilly and seconded by Mr. Odom, with all in favor, the**
291 **Public Hearing was closed.**

292 Mr. O'Reilly preferred setting the room rate at \$50 per hour and holding another public
293 hearing if considering a rate change in the future.

294 Mr. Torres presented Resolution 2022-18. The following changes were made to the
295 Rate Schedule:

296 Amenity Rental-Fee for Social Room (AC Space): Change "\$150.00 per hour" to "\$50.00
297 per hour"

298 Kitchen/Storage Area: Delete line item, as access will be included in the rental.
299

300 **On MOTION by Mr. O'Reilly and seconded by Ms. Bock, with Mr. O'Reilly, Ms.**
301 **Bock and Mr. Odom in favor and Mr. Taylor dissenting, Resolution 2022-18,**
302 **Adopting Amenity Policies and Rates and Suspension and Termination of**
303 **Privileges Rule, as amended; Providing a Severability Clause; and Providing an**
304 **Effective Date, was adopted. [Motion passed 3-1]**

305
306

307 **NINTH ORDER OF BUSINESS**

**Consideration of Turner Pest Control
Proposal for the Amenity Center**

308
309
310 Mr. Torres presented the Turner Pest Control Proposal. As this was the sole respondent,
311 this will be reevaluated to obtain more bids later in the year.
312

313 **On MOTION by Mr. O'Reilly and seconded by Mr. Taylor, with all in favor, the**
314 **Turner Pest Control proposal to service the Amenity Center, was approved.**

315
316

317 **TENTH ORDER OF BUSINESS**

**Consideration of Southern Technologies of
Jacksonville Proposal (to be provided under
separate cover)**

318
319
320
321 This item was deferred.
322

323 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of July 31, 2022**

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325
326 Mr. Torres presented the Unaudited Financial Statements as of July 31, 2022.
327

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On MOTION by Ms. Bock and seconded by Mr. O’Reilly, with all in favor, the Unaudited Financial Statements as of July 31, 2022, were accepted.

TWELFTH ORDER OF BUSINESS **Approval of July 21, 2022 Regular Meeting Minutes**

Mr. Torres presented the July 21, 2022 Regular Meeting Minutes.

On MOTION by Ms. Bock and seconded by Mr. O’Reilly, with all in favor, the July 21, 2022 Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS **Staff Reports**

A. District Counsel: *Kutak Rock LLP*

There was no report.

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

There were no reports.

C. Property Manager: *Castle Group*

Mr. Bill Cameron stated he was attending in Mr. Molineaux’s absence and will answer questions after the meeting.

D. Lifestyle Director: *Gina Maloney, Castle Group*

Ms. Maloney discussed vendors and activities scheduled for the Saturday event.

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

- **NEXT MEETING DATE: September 15, 2022 at 3:00 PM**
- **QUORUM CHECK**

The next meeting will be held September 15, 2022.

FOURTEENTH ORDER OF BUSINESS **Board Members’ Comments/Requests**

Mr. O’Reilly proposed moving the meeting location to a facility with more space. Residents expressed their preference for the current meeting location.

361 Discussion ensued regarding changing the meeting time to later in the day and tasking
362 Castle Group tasked with developing a plan to view football and golf.

363 Mr. Taylor stated the electrician is repairing the pool light breaker to keep it from
364 tripping and hopes it will be resolved by the end of the week; light timers are also being
365 installed. Due to complaints about loud music, how to adjust the volume was explained.

366

367 **FIFTEENTH ORDER OF BUSINESS**

Public Comments

368

369 A resident asked if there is a way to access the gym earlier than the regularly scheduled
370 opening. The Board agreed to change the gym opening time to 4:00 a.m.

371 Regarding sod, Mr. O'Reilly reiterated that he will investigate and evaluate the lake bank
372 ponds and present options at the next meeting.

373 The Board responded to questions about builder events, fining builders for deficiencies,
374 GreenPointe incurring the expense to install fences at the pool and playground area and the
375 reason for lowering the Amenity rental rate.

376 A resident asked if there are plans for a second bus stop and asked for speed humps to
377 be installed to address speeding. It was noted that the number of bus stops are determined by
378 the Nassau County School District and they only acquiesced to install one within the CDD but
379 might consider increasing it upon completion of the CDD. A cross walk will be installed in
380 response to resident concerns.

381 A resident commented about lack of street sweeping. Mr. O'Reilly stated that Richmond
382 and Dream Finders Homes are not street sweeping, only Lennar.

383 Mr. Parsons asked why residents are responsible for maintaining the pond bank and
384 what they should do if an accident occurs on the property. It was noted that the CDD owns the
385 first 13', which is a CDD right-of-way (ROW). Mr. Parsons must ask permission from the HOA to
386 install St. Augustine grass.

387 Mr. Parsons requested additional lighting at the mail boxes and the end of White Rabbit
388 Avenue. Mr. Taylor stated the Vice President of Development is researching to determine if
389 they need to add lighting to the Florida Power & Light (FPL) lighting package; he will speak to
390 her after the meeting about the sidewalk issue.

391 Ms. James asked what can be done about the muddy area and overgrown weeds and
392 asked the Board to consider installing a turning lane at a certain entrance. Mr. O'Reilly stated
393 since it is part of the conservation area, they are considering installing a raised boardwalk to
394 connect the trail system without impeding drainage. The other request will be researched.

395 A resident asked when the athletic field and kayak launch will be completed. It was
396 noted that the kayak launch is in the design process and expected to be bid next year, upon
397 receipt of the permit. Mr. O'Reilly stated the Regional Park being conveyed to the County will
398 open in October.

399 A resident asked who is the CDD's Registered Agent. Mr. Haber reviewed Florida
400 Statute, Chapter 189 in which District Counsel or the District Manager is designated as the
401 Registered Agent, via Resolution. He explained the responsibilities of a Registered Agent. The
402 resident should contact the District Manager with questions about items discussed tonight and
403 should review the CDD website.

404 A resident asked about the status of past requests, as the irrigation repairs have not
405 been done. The Landscape and Irrigation representatives will attend future CDD meetings.

406 A resident asked for a crosswalk to the model homes to be installed.

407 A resident commented about Mr. Molineaux's response time. Ms. Maloney stated that,
408 going forward, the events calendar will include events at least one month in advance of the
409 event date, which will be e-blasted and posted on the website.

410 A resident asked about how much say residents have on items that impact the budget
411 prior to approving the expense. The budget process and timeline were discussed.

412

413 **SIXTEENTH ORDER OF BUSINESS**

Adjournment

414

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

416

417 **On MOTION by Ms. Bock and seconded by Mr. O'Reilly, with all in favor, the**
418 **meeting adjourned at 6:15 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

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

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The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on September 15, 2022 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

Present were:

Liam O'Reilly	Chair
Mike Taylor (via telephone)	Vice Chair
Rose Bock	Assistant Secretary
Greg Kern	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Wes Haber	District Counsel
Bill Schaefer	District Engineer
Scott Wild (via telephone)	England-Thims & Miller, Inc. (ETM)
Michael Molineaux	Castle Group
Bill Delgado	Castle Group
Cameron Thomas	Castle Group
Lori Conrad	Castle Group
Doug Hill	Tree Amigos Outdoor Services

Residents also present were:

Michael Jakob	Adriana James	Tony Morales	Michael Carey
Keith Howard	Neyda Clark	Other Residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:01 p.m. Supervisors O'Reilly, Kern and Bock were present. Supervisor Taylor attended via telephone. Supervisor Odom was not present.

Ms. Bock stated there will be instances where the Board cannot provide a response to a public comment as it may require further research.

40 Mr. Kern stated there are two District Engineers because each worked on certain parts
41 of the community.

42

43 **SECOND ORDER OF BUSINESS** **Public Comments**

44

45 No members of the public spoke.

46

47 **THIRD ORDER OF BUSINESS** **Consent Agenda**

48

49 Mr. Torres presented the following:

50 **A. Consideration of Requisition(s): Construction Account (*support documentation***
51 ***available upon request*)**

52 **I. Number 117: Dominion Engineering Group, Inc. [\$2,253.30]**

53 **II. Number 118: Dominion Engineering Group, Inc. [\$45,917.66]**

54 **B. Consideration of Requisitions: South Assessment Area (*support documentation***
55 ***available upon request*)**

56 **I. Number 128: England-Thims & Miller, Inc., [\$2,947.00]**

57 **II. Number 129: England-Thims & Miller, Inc., [\$993.50]**

58 **III. Number 130: England-Thims & Miller, Inc., [\$257.00]**

59 **IV. Number 131: Kutak Rock LLP [\$1,563.20]**

60 **C. Ratification Items**

61 **▪ The following Ratification items for the South Assessment Area were additions to the**
62 **agenda:**

63 **➤ Number 132: Auld & White Constructors, LLC [\$435,204.07]**

64 **➤ Number 133: Auld & White Constructors, LLC [\$78,942.86]**

65 **➤ Number 134: Golf Coast Land [\$257,783.00]**

66 **➤ Number 135: Golf Coast Land [\$42,156.00]**

67 **➤ Number 136: Bio-Tech [\$850.00]**

68 **I. Requisitions: (*support documentation available upon request*)**

69 **a. Number 116: Dominion Engineering Group, Inc. [\$24,301.80]**

70 **Construction Account**

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On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, England, Thims & Miller, Inc., Work Authorization No. 12 for general consulting engineering services for Fiscal Year 2022/2023, in a not-to-exceed amount of \$10,000, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Southern Technologies of Jacksonville Proposal

Mr. Taylor withdrew this item. It will be removed from future agendas.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Kutak Rock LLP*

There was no report.

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

Ms. Schaefer stated various areas concerning stormwater ponding are being inspected.

ETM had no report.

C. Property Manager: *Castle Group*

Castle Group Representatives reported the following:

- Additional personal was added at no additional cost, in response to recent resident comments.
- A “Team Meet and Greet” evening event is scheduled for next Wednesday and a morning one will be scheduled in the near future.
- One mile of silt fencing and construction debris were removed from the ponds and the pond banks. Staff will continue monitoring the areas and will schedule it monthly, if necessary. Residents were advised to report violations of any type to Mr. Molineaux.
- Landscape: Mr. Doug Hill, of Tree Amigos Outdoor Services, was introduced. He will answer landscaping questions after the meeting.
- Builders: Dumpster activity increased since issuing over 24 violation letter and fines to the various builders, which were comprised of 100 separate violations.
- Responded to 30 VIZpin requests for access.

138 ➤ Residents should expect violation letters in the near future and can be fined up to \$100
139 per day, just like the builders.

140 ➤ Ms. Maloney resigned; filling her position is underway.

141 **D. Lifestyle Director: Gina Maloney, Castle Group**

142 Mr. Molineaux listed upcoming events that will be included in the newsletter and listed
143 on the HOA community calendar, which is posted on the HOA website. He suggested residents
144 visit the threeriverscdd.com website to review the Amenity Policies and Procedures and other
145 informative information.

146 Ms. Maloney’s name will be removed from future agendas.

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

- 148 • **NEXT MEETING DATE: October 20, 2022 at 3:00 PM**

- 149 ○ **QUORUM CHECK**

150 The next meeting will be held October 20, 2022.

151

152 **EIGHTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

153

154 Mr. O’Reilly reported the following:

155 ➤ Residents were asked to advise others about attending the CDD 101 tutorial that will be
156 held on October 20, 2022 at 2:30 p.m. Mr. Torres and Mr. Haber will conduct this open format
157 session.

158 ➤ Several repairs and maintenance issues discussed in the last meeting were addressed.
159 Drainage, fencing and sidewalk repair projects have already started or are about to start.

160 Mr. Kern reported the following:

161 ➤ Mr. Kern, Mr. Molineaux and the Landscape Manager toured the community last week
162 and identified areas for improvement, in response to prior public comments.

163 ➤ Work on the sidewalks and landscaping on Estuary Way and in the pocket parks are now
164 underway.

165 ➤ The lake maintenance vendor is preparing an action plan to address algae buildup in the
166 lakes.

167 ➤ Castle Group manages two separate entities, the HOA and the Operations and
168 Maintenance for the CDD. The organizational chart is posted on the website and was included
169 in the new homeowner’s welcome packet.

170 ➤ The HOA regulates builder and resident violation letters.

171 ➤ The next HOA annual budget meeting will be scheduled for the end of October/early
172 November.

173 Regarding the recently adopted Amenity Policy, Mr. O’Reilly stated that the outdoor
174 area is not available for rental; it is for resident use only. He suggested residents review the
175 policy posted on the CDD website.

176

177 **NINTH ORDER OF BUSINESS**

Public Comments

178

179 A resident asked about the upcoming event on the patio. Mr. O’Reilly stated
180 GreenPointe is holding a private event next week to show the facility to their Staff. This is a
181 one-time request.

182 Resident Michael Jakob asked who is responsible for landscape pond maintenance at
183 the two vacant lots next to his home. He reported issues with one builder and its contractors
184 leaving debris in front of his home. Mr. Kern stated the builders are expected to maintain the
185 pond banks on empty lots. He spoke to the builder today to address both issues and believed
186 they already received the violation notices on these matters.

187 Mr. Jakob stated the builder on the other side of the pond did not install a silt fence.
188 Staff will address this matter.

189 Regarding lake bank maintenance responsibilities, resident Keith Howard voiced his
190 opinion that the Builder Sales Representatives should provide potential buyers with the CNR,
191 which is referenced in the sales contract, prior to execution. He just read it and felt that it may
192 have impacted his purchase. He commended the various amenities, acknowledged there are
193 some growing pains and encouraged residents to read the contract and post positive comments
194 about the community to offset the negative Facebook post.

195 Resident Michael Carey stated he chose this community because of the vision and asked
196 the Developer to fulfill the project, as promised.

197 Resident Tony Morales suggested installing first aid/defibrillator kits and asked if
198 residents can engage Three Amigos to maintain their portion of the pond bank. Someone also
199 suggested another vendor to obtain quotes from.

200 Resident Andriana James asked the Board to consider separating the CDD and HOA
201 functions and Manager’s duties. Mr. Kern stated that Mr. Molineaux is the main contract and is
202 supported by the Castle team. He suggested residents email Mr. Molineaux and Mr. Torres as
203 they will ensure any concerns are addressed.

204 Resident Neyda Clark stated she chose this community and, although she is new to CDDs
205 and HOAs, she is empathetic to resident frustrations when their issues are not being addressed
206 timely. Regarding delays in closing, Mr. O’Reilly stated he is aware of her issue, which is with
207 the builder, not the CDD. He will speak to her after the meeting.

208 A future resident asked if there are any restrictions on installing St. Augustine grass on
209 the lake bank behind their residence. Mr. Kern replied no; it is encouraged.

210

211 **TENTH ORDER OF BUSINESS**

Adjournment

212

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

214

215 **On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, the**
216 **meeting adjourned at 4:04 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 CANCELED	Regular Meeting	3:00 PM
November 1, 2022	Landowners' Meeting	10:15 AM
November 8, 2022*	Continued Landowners' Meeting	10:15 AM
<i>Fernandina Beach Municipal Airport, 700 Airport Road, Fernandina Beach, Florida 32034</i>		
November 17, 2022	Regular Meeting	3:00 PM
December 15, 2022	Regular Meeting	3:00 PM
January 19, 2023	Regular Meeting	3:00 PM
February 16, 2023	Regular Meeting	3:00 PM
March 16, 2023	Regular Meeting	3:00 PM
April 20, 2023	Regular Meeting	3:00 PM
May 18, 2023	Regular Meeting	3:00 PM
June 15, 2023	Regular Meeting	3:00 PM
July 20, 2023	Regular Meeting	3:00 PM
August 17, 2023	Regular Meeting	3:00 PM
September 21, 2023	Regular Meeting	3:00 PM