

THREE RIVERS

**COMMUNITY DEVELOPMENT
DISTRICT**

November 16, 2023

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 9, 2023

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 16, 2023 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023 (*support documentation available upon request*)
 - I. Number 20: Vallencourt Construction Co., Inc. [\$815,001.96]
 - II. Number 21: Vallencourt Construction Co., Inc. [\$84,613.58]
 - III. Number 22: Vallencourt Construction Co., Inc. [\$498,099.12]
 - IV. Number 23: England-Thims & Miller, Inc [\$11,321.50]
 - V. Number 24: Onsite Industries, LLC [\$13,840.00]
 - VI. Number 25: Vallencourt Construction Co., Inc. [\$582,201.75]
 - VII. Number 26: Vallencourt Construction Co., Inc. [\$253,099.43]
 - VIII. Number 27: Vallencourt Construction Co., Inc. [\$54,038.91]
 - B. Consideration/Ratification of Requisition(s): Series 2021B (*support documentation available upon request*)
 - I. Number 162: Dominion Engineering Group, Inc. [\$22,610.00]
 - II. Number 163: Vallencourt Construction Co., Inc. [\$67,549.11]
 - III. Number 164: Kutak Rock LLP [\$360.00]
 - C. Ratification Item(s)
 - I. Alosant, Inc. Tributary Software-as-a-Services Agreement

- 4. Discussion: Current Amenity Policies and Staff-Recommended Changes
- 5. Acceptance of Unaudited Financial Statements
 - A. as of August 31, 2023
 - B. as of September 30, 2023
- 6. Approval of October 19, 2023 Regular Meeting Minutes
- 7. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineers: *Dominion Engineering Group, Inc. and ETM*
 - C. Property Manager: *Castle Group*
 - D. Lifestyle Director: *OnPlace, LLC*
 - E. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 21, 2023 at 3:00 PM

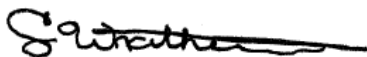
- QUORUM CHECK

SEAT 1	BRAD ODOM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOE CORNELISON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	GREGG KERN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROSE BOCK	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	MIKE TAYLOR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

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

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

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**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **20**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 815,001.96**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 15 – Application for Payment No. 3 (September 2023)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
_____ Responsible Officer

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

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


_____,
CONSULTING ENGINEER

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 09/01/2023

Period To: 09/30/2023

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

VCC Project #: 202310
Project #: TRIBUTARY UNIT 15
Subcontract #:
Application #: 3

Attn.: Scott Wild

Project Description: TRIBUTARY UNIT 15

Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	5,361,937.15
CHANGE ORDERS TO DATE.....	\$	-555,814.56
REVISED CONTRACT AMOUNT.....	\$	4,806,122.59
PERCENTAGE COMPLETE.....	54.36%	
WORK COMPLETE TO DATE.....	\$	2,612,859.55
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	2,612,859.55
LESS RETAINAGE.....	\$	130,643.02
TOTAL EARNED LESS RETAINAGE.....	\$	2,482,216.53
LESS PREVIOUS BILLINGS.....	\$	1,667,214.57
CURRENT DUE.....	\$	815,001.96

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	857,896.81	2,612,859.55
Retainage:	42,894.85	130,643.02
Net:	815,001.96	2,482,216.53



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

PROJECT: TRIBUTARY UNIT 15

APPLICATION NO: 3

PERIOD TO: 09/30/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 202310

CONTRACT DATE: 06/06/2023

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-555,814.56
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-555,814.56

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, Senior Project Manager

By: Tim Gaddis Jr Date: 10/03/2023

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached	
1. ORIGINAL CONTRACT SUM.....	\$ 5,361,937.15
2. Net change by Change Orders.....	\$ -555,814.56
3. CONTRACT SUM TO DATE (Line 1 + - 2).....	\$ 4,806,122.59
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 2,612,859.55
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 130,643.02
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$ 130,643.02
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 2,482,216.53
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 1,667,214.57
8. CURRENT PAYMENT DUE.....	\$ 815,001.96
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 2,323,906.06
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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..... \$ 815,001.96

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

ENGINEER:

By: Scott A. Wild Date: 10/9/2023

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 15**

Yulee, FL

APPLICATION NUMBER:

3

APPLICATION DATE:

10/03/2023

PERIOD TO:

09/30/2023

VCC PROJECT #:

202310

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions	\$101,181.11	\$36,275.25	\$8,718.70	\$0.00	\$44,993.95	44.47%	\$56,187.16	\$2,249.70
100	General Conditions	\$96,874.42	\$31,968.56	\$8,718.70	\$0.00	\$40,687.26	42.00%	\$56,187.16	\$2,034.37
104	Construction Entrance	\$4,306.69	\$4,306.69	\$0.00	\$0.00	\$4,306.69	100.00%	\$0.00	\$215.33
	Bonds	\$58,448.94	\$58,448.94	\$0.00	\$0.00	\$58,448.94	100.00%	\$0.00	\$2,922.45
201	Payment & Performance Bonds	\$58,448.94	\$58,448.94	\$0.00	\$0.00	\$58,448.94	100.00%	\$0.00	\$2,922.45
	NPDES	\$42,716.55	\$20,140.40	\$3,377.95	\$0.00	\$23,518.35	55.06%	\$19,198.20	\$1,175.92
300	NPDES Permit Compliance	\$32,911.20	\$10,970.40	\$2,742.60	\$0.00	\$13,713.00	41.67%	\$19,198.20	\$685.65
601	Silt Fence Type III (Regular)	\$9,805.35	\$9,170.00	\$635.35	\$0.00	\$9,805.35	100.00%	\$0.00	\$490.27
	Survey & As-Builts	\$43,948.33	\$8,545.98	\$2,836.06	\$0.00	\$11,382.04	25.90%	\$32,566.29	\$569.12
400	Surveying	\$22,688.43	\$7,487.18	\$2,041.96	\$0.00	\$9,529.14	42.00%	\$13,159.29	\$476.46
500	Paving And Drainage As-Builts	\$5,293.97	\$529.40	\$264.70	\$0.00	\$794.10	15.00%	\$4,499.87	\$39.72
500	Water, Sewer, And Reuse As-Builts	\$10,587.93	\$529.40	\$529.40	\$0.00	\$1,058.80	10.00%	\$9,529.13	\$52.94
500	Lot As-Builts	\$5,378.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,378.00	\$0.00
	Pond Excavation	\$453,581.70	\$453,581.70	\$0.00	\$0.00	\$453,581.70	100.00%	\$0.00	\$22,679.09
1001	Dewater for Pond	\$32,058.78	\$32,058.78	\$0.00	\$0.00	\$32,058.78	100.00%	\$0.00	\$1,602.94
1002	Pond Excavation From Unit 10	\$201,651.12	\$201,651.12	\$0.00	\$0.00	\$201,651.12	100.00%	\$0.00	\$10,082.56
1002	Pond Excavation From Unit 15	\$219,871.80	\$219,871.80	\$0.00	\$0.00	\$219,871.80	100.00%	\$0.00	\$10,993.59
	Earthwork	\$1,734,055.29	\$801,611.89	\$595,736.06	\$0.00	\$1,397,347.95	80.58%	\$336,707.34	\$69,867.41
1104	Strip & Bury Topsoil	\$193,919.44	\$193,919.44	\$0.00	\$0.00	\$193,919.44	100.00%	\$0.00	\$9,695.97
1109	Place & Compact Fill	\$322,606.53	\$177,055.14	\$123,535.35	\$0.00	\$300,590.49	93.18%	\$22,016.04	\$15,029.53
1109	Place & Compact Fill (Roadway)	\$22,824.43	\$17,117.75	\$4,147.19	\$0.00	\$21,264.94	93.17%	\$1,559.49	\$1,063.25
1110	Earthwork Density Testing	\$26,072.35	\$10,428.94	\$2,607.24	\$0.00	\$13,036.18	50.00%	\$13,036.17	\$651.81
1111	Purchase Fill Material	\$922,972.52	\$365,224.32	\$465,446.28	\$0.00	\$830,670.60	90.00%	\$92,301.92	\$41,533.53
1113	Remove/Replace Unsuitables	\$151,532.22	\$37,866.30	\$0.00	\$0.00	\$37,866.30	24.99%	\$113,665.92	\$1,893.32
1118	Final Dressout	\$94,127.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$94,127.80	\$0.00
	Grassing	\$70,260.17	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,260.17	\$0.00
1202	Site Grassing	\$18,230.36	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,230.36	\$0.00
1205	ROW Grassing	\$7,075.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,075.14	\$0.00
1203	Pond Sod	\$16,474.59	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,474.59	\$0.00
1207	Lot Grassing	\$28,480.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,480.08	\$0.00
	Subsoil Stabilization	\$108,660.15	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$108,660.15	\$0.00
1302	Subgrade for Sidewalk	\$2,814.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,814.75	\$0.00
1304	Subsoil Stabilization (Pavement Areas)	\$105,845.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$105,845.40	\$0.00
	Base	\$174,096.86	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$174,096.86	\$0.00
1407	6" Crushed Concrete Base (LD Pavement)	\$174,096.86	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$174,096.86	\$0.00

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 15**

Yulee, FL

APPLICATION NUMBER:

3

APPLICATION DATE:

10/03/2023

PERIOD TO:

09/30/2023

VCC PROJECT #:

202310

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Asphalt	\$84,942.74	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$84,942.74	\$0.00
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$80,254.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,254.60	\$0.00
1517	Prime Limerock	\$4,688.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,688.14	\$0.00
	Concrete	\$99,917.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$99,917.95	\$0.00
1804	18" Miami Curb & Gutter	\$64,821.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$64,821.05	\$0.00
2000	Sidewalks	\$35,096.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,096.90	\$0.00
	Retaining Walls	\$392,973.30	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$392,973.30	\$0.00
2103	Keystone Retaining Wall	\$355,828.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$355,828.50	\$0.00
2106	Handrail for Retaining Wall	\$37,144.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$37,144.80	\$0.00
	Storm	\$605,540.48	\$388,304.02	\$0.00	\$0.00	\$388,304.02	64.13%	\$217,236.46	\$19,415.20
3003	Dewater Storm Drain	\$26,728.48	\$19,408.18	\$0.00	\$0.00	\$19,408.18	72.61%	\$7,320.30	\$970.41
3000	Storm Drain Installed (Pipe & Structures)	\$507,631.76	\$368,895.84	\$0.00	\$0.00	\$368,895.84	72.67%	\$138,735.92	\$18,444.79
3077	Underdrain Stubs from Inlets	\$22,360.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,360.00	\$0.00
3263	Roadway Underdrain	\$10,086.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,086.00	\$0.00
3279	Punch Out Storm Drain	\$28,206.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,206.70	\$0.00
3280	TV Storm Drain	\$10,527.54	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,527.54	\$0.00
	Sanitary Sewer	\$399,336.44	\$263,495.65	\$41,223.30	\$0.00	\$304,718.95	76.31%	\$94,617.49	\$15,235.94
4003	Dewater Gravity Sewer	\$46,663.50	\$36,738.00	\$5,772.00	\$0.00	\$42,510.00	91.10%	\$4,153.50	\$2,125.50
4000	Sanitary Sewer Installed (MH's & Pipe)	\$261,009.03	\$205,562.85	\$32,272.08	\$0.00	\$237,834.93	91.12%	\$23,174.10	\$11,891.74
4145	Sewer Services	\$54,046.74	\$21,194.80	\$3,179.22	\$0.00	\$24,374.02	45.10%	\$29,672.72	\$1,218.70
4144	Punch Out Sewer	\$23,202.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,202.83	\$0.00
4146	TV Test Sewer Main	\$14,414.34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,414.34	\$0.00
	Water Main	\$352,022.87	\$0.00	\$191,389.16	\$0.00	\$191,389.16	54.37%	\$160,633.71	\$9,569.46
7000	Water Main Installed (All sizes/types)	\$271,737.00	\$0.00	\$172,216.44	\$0.00	\$172,216.44	63.38%	\$99,520.56	\$8,610.82
7238	Water Services	\$60,257.12	\$0.00	\$19,172.72	\$0.00	\$19,172.72	31.82%	\$41,084.40	\$958.64
7246	Punch Out for Water Main	\$7,575.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,575.50	\$0.00
7250	Testing Water Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	Reuse Main	\$284,269.27	\$0.00	\$143,102.68	\$0.00	\$143,102.68	50.34%	\$141,166.59	\$7,155.14
9000	Reuse Main Installed (All types/sizes)	\$200,287.50	\$0.00	\$123,406.50	\$0.00	\$123,406.50	61.61%	\$76,881.00	\$6,170.33
9234	Reuse Services	\$64,716.02	\$0.00	\$19,696.18	\$0.00	\$19,696.18	30.44%	\$45,019.84	\$984.81
9239	Punch Out for Reuse Main	\$6,812.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,812.50	\$0.00
9242	Testing Reuse Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	Electrical (Allowance)	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
10000	Electrical Distribution	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
	Sleeves (Allowance)	\$205,985.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$205,985.00	\$0.00
11001	Sleeves, 2.5"	\$34,320.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,320.00	\$0.00

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

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

APPLICATION NUMBER: **3**
 APPLICATION DATE: **10/03/2023**
 PERIOD TO: **09/30/2023**
 VCC PROJECT #: **202310**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
11001	Sleeves, 3"	\$47,775.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,775.00	\$0.00
11001	Sleeves, 4"	\$56,550.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56,550.00	\$0.00
11001	Sleeves, 6"	\$67,340.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,340.00	\$0.00
ORIGINAL CONTRACT TOTALS		\$5,361,937.15	\$2,030,403.83	\$986,383.91	\$0.00	\$3,016,787.74	56.26%	\$2,345,149.41	\$150,839.43
CHANGE ORDERS									
Change Order #001		\$-555,814.56	\$-275,441.09	\$-128,487.10	\$0.00	\$-403,928.19	72.67%	\$-151,886.37	\$-20,196.41
001	ODP Materials - Storm	\$-265,367.25	\$-193,718.09	\$0.00	\$0.00	\$-193,718.09	73.00%	\$-71,649.16	\$-9,685.90
001	ODP Materials - Sanitary	\$-103,446.83	\$-81,723.00	\$-12,413.62	\$0.00	\$-94,136.62	91.00%	\$-9,310.21	\$-4,706.83
001	ODP Materials - Watermain	\$-100,159.28	\$0.00	\$-63,100.35	\$0.00	\$-63,100.35	63.00%	\$-37,058.93	\$-3,155.02
001	ODP Materials - Reuse Main	\$-86,841.20	\$0.00	\$-52,973.13	\$0.00	\$-52,973.13	61.00%	\$-33,868.07	\$-2,648.66
		\$-555,814.56	\$-275,441.09	\$-128,487.10	\$0.00	\$-403,928.19	72.67%	\$-151,886.37	\$-20,196.41
TOTAL----->		\$4,806,122.59	\$1,754,962.74	\$857,896.81	\$0.00	\$2,612,859.55	54.36%	\$2,193,263.04	\$130,643.02

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$815,001.96**, 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 **09/30/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 15

Location: Yulee, FL

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

Dated on: 10/03/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager

Title	202310 - PayApp - TRIBUTARY UNIT 15 - Vallencourt Construction Co. Inc. - Sep2023
File name	202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_Sep2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	10/03/2023 07:37:11 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	10/03/2023 07:54:05 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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






2023 ACQUISITION AND CONSTRUCTION 20 - Vallencourt Unit 15 (App 3)

Final Audit Report

2023-11-01

Created:	2023-11-01
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM-DVqXEWqr9DwWpj9NbIDVTvP7h2gXyk

"2023 ACQUISITION AND CONSTRUCTION 20 - Vallencourt U nit 15 (App 3)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-11-01 - 7:39:07 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-11-01 - 7:39:27 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-11-01 - 8:51:35 PM GMT- IP address: 3.80.81.176
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-11-01 - 8:51:44 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-11-01 - 8:51:44 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3A11

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **21**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 84,613.58**
- (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 – Application for Payment No. 12 (September 2023)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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



CONSULTING ENGINEER

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 09/01/2023

Period To: 09/30/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 202251
Project #: TRIBUTARY UNIT 8
Subcontract #:
Application #: 12

Attn.: Scott Wild

Project Description: **TRIBUTARY UNIT 8**
Estuary Way
Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	6,720,808.90
CHANGE ORDERS TO DATE.....	\$	-1,006,450.49
REVISED CONTRACT AMOUNT.....	\$	5,714,358.41
PERCENTAGE COMPLETE.....	95.12%	
WORK COMPLETE TO DATE.....	\$	5,435,431.45
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	5,435,431.45
LESS RETAINAGE.....	\$	271,771.64
TOTAL EARNED LESS RETAINAGE.....	\$	5,163,659.81
LESS PREVIOUS BILLINGS.....	\$	5,079,046.23
CURRENT DUE.....	\$	84,613.58

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	89,066.95	5,435,431.45
Retainage:	4,453.37	271,771.64
Net:	84,613.58	5,163,659.81



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY UNIT 8

APPLICATION NO: 12

PERIOD TO: 09/30/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 202251

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-1,006,450.49
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,006,450.49

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, Senior Project Manager

By: Tim Gaddis Jr Date: 10/03/2023

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.....	\$ -1,006,450.49
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 5,714,358.41
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 5,435,431.45
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 271,771.64
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$ 271,771.64
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 5,163,659.81
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$ 5,079,046.23
8. CURRENT PAYMENT DUE.....	\$ 84,613.58
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 550,698.60
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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..... \$ 84,613.58

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

ENGINEER:

By: [Signature] Date: 10/9/2023

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 8**

Yulee, FL

APPLICATION NUMBER:

12

APPLICATION DATE:

10/03/2023

PERIOD TO:

09/30/2023

VCC PROJECT #:

202251

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	MOBILIZATION & GENERAL CONDITIO	\$204,077.97	\$181,389.15	\$8,359.05	\$0.00	\$189,748.20	92.98%	\$14,329.77	\$9,487.43
100	General Conditions	\$119,414.95	\$96,726.13	\$8,359.05	\$0.00	\$105,085.18	88.00%	\$14,329.77	\$5,254.28
104.01	Construction Entrance	\$8,065.98	\$8,065.98	\$0.00	\$0.00	\$8,065.98	100.00%	\$0.00	\$403.30
200	Bonds & Insurance (P&P Bond)	\$76,597.04	\$76,597.04	\$0.00	\$0.00	\$76,597.04	100.00%	\$0.00	\$3,829.85
2	NPDES	\$51,978.48	\$42,232.09	\$3,248.50	\$0.00	\$45,480.59	87.50%	\$6,497.89	\$2,273.99
300	NPDES Permit Compliance	\$35,497.68	\$28,841.92	\$2,218.61	\$0.00	\$31,060.53	87.50%	\$4,437.15	\$1,553.01
303	Maintain Silt Fence (Installed By Others)	\$5,798.40	\$4,710.72	\$362.24	\$0.00	\$5,072.96	87.49%	\$725.44	\$253.65
304	NPDES Reporting	\$10,682.40	\$8,679.45	\$667.65	\$0.00	\$9,347.10	87.50%	\$1,335.30	\$467.33
3	SURVEY & AS-BUILTS	\$58,341.14	\$41,130.50	\$7,876.05	\$0.00	\$49,006.55	84.00%	\$9,334.59	\$2,450.35
400	Surveying	\$29,170.57	\$23,628.14	\$2,041.94	\$0.00	\$25,670.08	88.00%	\$3,500.49	\$1,283.51
500	As Builts	\$29,170.57	\$17,502.36	\$5,834.11	\$0.00	\$23,336.47	80.00%	\$5,834.10	\$1,166.84
4	EROSION CONTROL	\$8,962.78	\$8,962.78	\$0.00	\$0.00	\$8,962.78	100.00%	\$0.00	\$448.14
601	Silt Fence Type III (Regular)	\$4,575.30	\$4,575.30	\$0.00	\$0.00	\$4,575.30	100.00%	\$0.00	\$228.77
608	Inlet Protection	\$4,387.48	\$4,387.48	\$0.00	\$0.00	\$4,387.48	100.00%	\$0.00	\$219.37
5	MOT	\$6,962.63	\$5,639.74	\$487.38	\$0.00	\$6,127.12	88.00%	\$835.51	\$306.37
700	Maintenance of Traffic	\$6,962.63	\$5,639.74	\$487.38	\$0.00	\$6,127.12	88.00%	\$835.51	\$306.37
6	POND EXCAVATION	\$1,027,403.96	\$1,027,403.93	\$0.00	\$0.00	\$1,027,403.93	100.00%	\$0.03	\$51,370.19
1001	Dewater for Pond	\$120,046.58	\$120,046.58	\$0.00	\$0.00	\$120,046.58	100.00%	\$0.00	\$6,002.32
1000	Pond Excavation	\$893,064.08	\$893,064.05	\$0.00	\$0.00	\$893,064.05	100.00%	\$0.03	\$44,653.20
1007	Cutoff Wall	\$14,293.30	\$14,293.30	\$0.00	\$0.00	\$14,293.30	100.00%	\$0.00	\$714.67
7	EARTHWORK	\$1,373,307.23	\$1,370,039.81	\$1,090.44	\$0.00	\$1,371,130.25	99.84%	\$2,176.98	\$68,556.52
1104	Strip Topsoil	\$92,760.00	\$92,760.00	\$0.00	\$0.00	\$92,760.00	100.00%	\$0.00	\$4,638.00
1105	Bury Strippings And Unsuitables	\$517,345.70	\$517,345.70	\$0.00	\$0.00	\$517,345.70	100.00%	\$0.00	\$25,867.28
1109	Place & Compact Fill	\$556,121.92	\$556,121.92	\$0.00	\$0.00	\$556,121.92	100.00%	\$0.00	\$27,806.09
1113	Remove/Replace Unsuitables	\$160,440.00	\$160,440.00	\$0.00	\$0.00	\$160,440.00	100.00%	\$0.00	\$8,022.00
1110	Earthwork Density Testing	\$28,359.22	\$28,359.22	\$0.00	\$0.00	\$28,359.22	100.00%	\$0.00	\$1,417.98
1119	Dress Behind Electric Contractor	\$9,570.13	\$9,570.13	\$0.00	\$0.00	\$9,570.13	100.00%	\$0.00	\$478.51
1118	Final Dressout	\$8,710.26	\$5,442.84	\$1,090.44	\$0.00	\$6,533.28	75.01%	\$2,176.98	\$326.66
8	GRASSING	\$57,663.18	\$19,880.30	\$32,869.40	\$0.00	\$52,749.70	91.48%	\$4,913.48	\$2,637.49
1203	Sod - POND	\$19,880.30	\$19,880.30	\$0.00	\$0.00	\$19,880.30	100.00%	\$0.00	\$994.02
1205	Sod - BOC	\$2,740.40	\$0.00	\$2,740.40	\$0.00	\$2,740.40	100.00%	\$0.00	\$137.02
1206	Seed and Mulch - ROW	\$4,913.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,913.48	\$0.00
1207	Seed and Mulch - LOTS	\$30,129.00	\$0.00	\$30,129.00	\$0.00	\$30,129.00	100.00%	\$0.00	\$1,506.45
9	SUBSOIL STABILIZATION	\$191,067.83	\$189,808.26	\$1,259.50	\$0.00	\$191,067.76	100.00%	\$0.07	\$9,553.39
1300	Subsoil Stabilization	\$189,808.33	\$189,808.26	\$0.00	\$0.00	\$189,808.26	100.00%	\$0.07	\$9,490.41

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 8**

Yulee, FL

APPLICATION NUMBER:

12

APPLICATION DATE:

10/03/2023

PERIOD TO:

09/30/2023

VCC PROJECT #:

202251

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1302	Subgrade for Sidewalk	\$1,259.50	\$0.00	\$1,259.50	\$0.00	\$1,259.50	100.00%	\$0.00	\$62.98
10	BASE	\$353,612.20	\$348,016.80	\$5,595.40	\$0.00	\$353,612.20	100.00%	\$0.00	\$17,680.60
1401	4" Limerock - MUP	\$5,595.40	\$0.00	\$5,595.40	\$0.00	\$5,595.40	100.00%	\$0.00	\$279.77
1402	6" Limerock - NEIGHBORHOOD ROADS	\$92,958.32	\$92,958.32	\$0.00	\$0.00	\$92,958.32	100.00%	\$0.00	\$4,647.91
1403	8" Limerock - SPINE ROAD	\$255,058.48	\$255,058.48	\$0.00	\$0.00	\$255,058.48	100.00%	\$0.00	\$12,752.92
11	ASPHALT	\$82,568.56	\$80,216.83	\$2,351.73	\$0.00	\$82,568.56	100.00%	\$0.00	\$4,128.43
1503	1" Asphalt Pavement (HD SP-12.5) - 1st Lift	\$50,830.62	\$50,830.62	\$0.00	\$0.00	\$50,830.62	100.00%	\$0.00	\$2,541.53
1503	1" Asphalt Pavement (LD SP-9.5) - 1st Lift C	\$23,318.68	\$23,318.68	\$0.00	\$0.00	\$23,318.68	100.00%	\$0.00	\$1,165.93
1503	1" Asphalt Pavement (MUP)	\$2,177.22	\$0.00	\$2,177.22	\$0.00	\$2,177.22	100.00%	\$0.00	\$108.86
1517	Prime Limerock	\$6,242.04	\$6,067.53	\$174.51	\$0.00	\$6,242.04	100.00%	\$0.00	\$312.11
12	STRIPING & SIGNAGE	\$29,147.69	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,147.69	\$0.00
1700	Striping & Signs	\$29,147.69	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,147.69	\$0.00
13	CONCRETE	\$124,195.94	\$102,452.27	\$5,827.77	\$0.00	\$108,280.04	87.19%	\$15,915.90	\$5,414.01
1800	Curb & Gutter (All Types)	\$102,452.30	\$102,452.27	\$0.00	\$0.00	\$102,452.27	100.00%	\$0.03	\$5,122.62
1903	Concrete Pavement (Mail Kiosk)	\$5,827.77	\$0.00	\$5,827.77	\$0.00	\$5,827.77	100.00%	\$0.00	\$291.39
2001	8' Sidewalk	\$9,875.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,875.40	\$0.00
2005	A.D.A. Handicap Ramps	\$6,040.47	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,040.47	\$0.00
14	STORM DRAINAGE	\$634,385.76	\$631,514.49	\$2,871.27	\$0.00	\$634,385.76	100.00%	\$0.00	\$31,719.26
3003	Dewater Storm Drain	\$32,228.28	\$32,228.28	\$0.00	\$0.00	\$32,228.28	100.00%	\$0.00	\$1,611.41
3000	Storm Drain Installed (All pipes/structures)	\$585,384.90	\$585,384.90	\$0.00	\$0.00	\$585,384.90	100.00%	\$0.00	\$29,269.23
3280	TV Storm Drain	\$11,030.03	\$11,030.03	\$0.00	\$0.00	\$11,030.03	100.00%	\$0.00	\$551.50
3279	Punch Out Storm Drain	\$5,742.55	\$2,871.28	\$2,871.27	\$0.00	\$5,742.55	100.00%	\$0.00	\$287.12
15	GRAVITY SEWER	\$569,895.63	\$565,972.31	\$1,961.66	\$0.00	\$567,933.97	99.66%	\$1,961.66	\$28,396.70
4003	Dewater Gravity Sewer	\$56,423.82	\$56,423.82	\$0.00	\$0.00	\$56,423.82	100.00%	\$0.00	\$2,821.20
4000	Gravity Sewer Installed (All sizes/types)	\$362,952.87	\$362,952.87	\$0.00	\$0.00	\$362,952.87	100.00%	\$0.00	\$18,147.64
4145	Sewer Services	\$127,600.80	\$127,600.80	\$0.00	\$0.00	\$127,600.80	100.00%	\$0.00	\$6,380.04
4146	TV Test Sewer Main	\$15,071.49	\$15,071.49	\$0.00	\$0.00	\$15,071.49	100.00%	\$0.00	\$753.57
4144	Punch Out Sewer	\$7,846.65	\$3,923.33	\$1,961.66	\$0.00	\$5,884.99	75.00%	\$1,961.66	\$294.25
16	FORCE MAIN	\$12,383.59	\$12,196.80	\$107.10	\$0.00	\$12,303.90	99.36%	\$79.69	\$615.21
6014	8" PVC DR 18 Force Main	\$12,010.39	\$12,010.20	\$0.00	\$0.00	\$12,010.20	100.00%	\$0.19	\$600.51
6185	Locate Wire Test for Force Main	\$37.80	\$18.90	\$18.90	\$0.00	\$37.80	100.00%	\$0.00	\$1.89
6186	Pressure Test for Force Main	\$176.40	\$88.20	\$88.20	\$0.00	\$176.40	100.00%	\$0.00	\$8.83
6183	Punch Out Force Main	\$159.00	\$79.50	\$0.00	\$0.00	\$79.50	50.00%	\$79.50	\$3.98
17	WATER MAIN	\$883,820.55	\$870,966.87	\$8,002.50	\$0.00	\$878,969.37	99.45%	\$4,851.18	\$43,948.50
7000	Water Main Installed (All sizes/types)	\$751,381.73	\$751,381.55	\$0.00	\$0.00	\$751,381.55	100.00%	\$0.18	\$37,569.08
7239	Water Services (All sizes/types)	\$106,731.82	\$106,731.82	\$0.00	\$0.00	\$106,731.82	100.00%	\$0.00	\$5,336.59

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 8**

Yulee, FL

APPLICATION NUMBER: **12**
 APPLICATION DATE: **10/03/2023**
 PERIOD TO: **09/30/2023**
 VCC PROJECT #: **202251**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
7248	Flushing & BT's for Water Main	\$4,389.00	\$2,194.50	\$2,194.50	\$0.00	\$4,389.00	100.00%	\$0.00	\$219.45
7249	Locate Wire Test For Water Main	\$1,914.00	\$957.00	\$957.00	\$0.00	\$1,914.00	100.00%	\$0.00	\$95.71
7250	Pressure Test for Water Main	\$9,702.00	\$4,851.00	\$4,851.00	\$0.00	\$9,702.00	100.00%	\$0.00	\$485.11
7246	Punch Out for Water Main	\$9,702.00	\$4,851.00	\$0.00	\$0.00	\$4,851.00	50.00%	\$4,851.00	\$242.56
18	REUSE MAIN	\$671,528.78	\$659,753.23	\$7,159.20	\$0.00	\$666,912.43	99.31%	\$4,616.35	\$33,345.64
9000	Reuse Main Installed (All sizes/types)	\$540,929.45	\$540,928.90	\$0.00	\$0.00	\$540,928.90	100.00%	\$0.55	\$27,046.44
9000	Reuse Services (All sizes/types)	\$107,049.33	\$107,049.33	\$0.00	\$0.00	\$107,049.33	100.00%	\$0.00	\$5,352.47
9239	Punch Out for Reuse Main	\$8,321.00	\$4,160.50	\$4,160.50	\$0.00	\$8,321.00	100.00%	\$0.00	\$416.05
9240	Flushing for Reuse Main	\$4,176.20	\$2,088.10	\$2,088.10	\$0.00	\$4,176.20	100.00%	\$0.00	\$208.81
9241	Locate Wire Test For Reuse Main	\$1,821.20	\$910.60	\$910.60	\$0.00	\$1,821.20	100.00%	\$0.00	\$91.07
9242	Pressure Test for Reuse Main	\$9,231.60	\$4,615.80	\$0.00	\$0.00	\$4,615.80	50.00%	\$4,615.80	\$230.80
19	ELECTRICAL ALLOWANCE	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
10000	FPL ALLOWANCE	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
20	SLEEVING UNDER PAVEMENT	\$229,505.00	\$45,227.87	\$0.00	\$0.00	\$45,227.87	19.71%	\$184,277.13	\$2,261.39
11001.02	Sleeves, 2.5"	\$43,020.00	\$13,766.40	\$0.00	\$0.00	\$13,766.40	32.00%	\$29,253.60	\$688.32
11001.03	Sleeves, 3"	\$56,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56,750.00	\$0.00
11001.04	Sleeves, 4"	\$63,475.00	\$25,796.24	\$0.00	\$0.00	\$25,796.24	40.64%	\$37,678.76	\$1,289.81
11001.06	Sleeves, 6"	\$66,260.00	\$5,665.23	\$0.00	\$0.00	\$5,665.23	8.55%	\$60,594.77	\$283.26
	ORIGINAL CONTRACT TOTALS	\$6,720,808.90	\$6,352,804.03	\$89,066.95	\$0.00	\$6,441,870.98	95.85%	\$278,937.92	\$322,093.61
	CHANGE ORDERS								
	CO #001, ODP Materials	-\$744,518.24	-\$744,507.28	\$0.00	\$0.00	-\$744,507.28	100.00%	-\$10.96	-\$37,225.36
50100	CO #001, ODP Materials	-\$744,518.24	-\$744,507.28	\$0.00	\$0.00	-\$744,507.28	100.00%	-\$10.96	-\$37,225.36
	CO #002, Earthwork Credit	-\$261,932.25	-\$261,932.25	\$0.00	\$0.00	-\$261,932.25	100.00%	\$0.00	-\$13,096.61
1100	Value Engineering Deduct	-\$261,932.25	-\$261,932.25	\$0.00	\$0.00	-\$261,932.25	100.00%	\$0.00	-\$13,096.61
		-\$1,006,450.49	-\$1,006,439.53	\$0.00	\$0.00	-\$1,006,439.53	100.00%	-\$10.96	-\$50,321.97
	TOTAL----->	\$5,714,358.41	\$5,346,364.50	\$89,066.95	\$0.00	\$5,435,431.45	95.12%	\$278,926.96	\$271,771.64

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$84,613.58**, 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 **09/30/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 8
Location: Estuary Way, Yulee, FL

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

Dated on: 10/03/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager

Title	202251 - PayApp - TRIBUTARY UNIT 8 - Vallencourt Construction Co. Inc. - Sep2023
File name	202251_PayApp_TRIBUTARYUNIT8_VallencourtConstructionCoInc_Sep2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	10/03/2023 06:16:47 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	10/03/2023 06:23:50 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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






2023 ACQUISITION AND CONSTRUCTION 21 - Vallencourt Unit 8 (App 12)

Final Audit Report

2023-11-01

Created:	2023-11-01
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOSmKjEjhZCEZSFSLIM7Scr2NuMgMa1kj

"2023 ACQUISITION AND CONSTRUCTION 21 - Vallencourt U nit 8 (App 12)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-11-01 - 7:40:56 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-11-01 - 7:41:27 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-11-01 - 8:51:52 PM GMT- IP address: 3.95.220.169
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-11-01 - 8:52:00 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-11-01 - 8:52:00 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3A111

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **22**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 498,099.12**
- (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): **Tributary, Unit 10 – Application for Payment No. 12 (September 2023)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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


_____,
CONSULTING ENGINEER

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 09/01/2023

Period To: 09/30/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 202269
Project #: TRIBUTARY UNIT 10
Subcontract #:
Application #: 12

Attn.: SCOTT WILD

Project Description: **TRIBUTARY UNIT 10**
Estuary Way
Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,414,690.34
REVISED CONTRACT AMOUNT.....	\$	8,380,317.10
PERCENTAGE COMPLETE.....	74.87%	
WORK COMPLETE TO DATE.....	\$	6,274,028.60
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	6,274,028.60
LESS RETAINAGE.....	\$	313,701.50
TOTAL EARNED LESS RETAINAGE.....	\$	5,960,327.10
LESS PREVIOUS BILLINGS.....	\$	5,462,227.98
CURRENT DUE.....	\$	498,099.12

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	524,314.87	6,274,028.60
Retainage:	26,215.75	313,701.50
Net:	498,099.12	5,960,327.10



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY UNIT 10

APPLICATION NO: 12

PERIOD TO: 09/30/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 202269

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-1,414,690.34
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,414,690.34

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, Senior Project Manager

By: Tim Gaddis Jr Date: 10/03/2023

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.....	\$	-1,414,690.34
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	8,380,317.10
4. TOTAL COMPLETED & STORED TO DATE.....	\$	6,274,028.60
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	313,701.50
(Column D + E on G703)		
b. 5.00 % of Stored Materials	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of G703).....	\$	313,701.50
6. TOTAL EARNED LESS RETAINAGE:.....	\$	5,960,327.10
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	5,462,227.98
8. CURRENT PAYMENT DUE.....	\$	498,099.12
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	2,419,990.00
(Line 3 less Line 6)		

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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..... \$ 498,099.12

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

ENGINEER:

By: Scott A. Wild Date: 10/9/2023

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 10**

Yulee, FL

APPLICATION NUMBER:

12

APPLICATION DATE:

10/03/2023

PERIOD TO:

09/30/2023

VCC PROJECT #:

202269

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	MOBILIZATION & GENERAL CONDITIO	\$276,007.57	\$227,443.23	\$10,623.45	\$0.00	\$238,066.68	86.25%	\$37,940.89	\$11,903.32
100	General Conditions	\$151,763.53	\$103,199.19	\$10,623.45	\$0.00	\$113,822.64	75.00%	\$37,940.89	\$5,691.11
104.01	Construction Entrance	\$4,346.94	\$4,346.94	\$0.00	\$0.00	\$4,346.94	100.00%	\$0.00	\$217.35
201	Payment & Performance Bonds	\$119,897.10	\$119,897.10	\$0.00	\$0.00	\$119,897.10	100.00%	\$0.00	\$5,994.86
	NPDES	\$40,619.92	\$27,926.64	\$2,538.30	\$0.00	\$30,464.94	75.00%	\$10,154.98	\$1,523.24
300	NPDES Permit Compliance	\$9,987.36	\$6,866.31	\$624.21	\$0.00	\$7,490.52	75.00%	\$2,496.84	\$374.52
303	Maintain Silt Fence	\$14,987.60	\$10,304.42	\$936.28	\$0.00	\$11,240.70	75.00%	\$3,746.90	\$562.04
304	NPDES Reporting	\$15,644.96	\$10,755.91	\$977.81	\$0.00	\$11,733.72	75.00%	\$3,911.24	\$586.68
	SURVEY & AS-BUILTS	\$62,369.53	\$34,202.29	\$3,779.51	\$0.00	\$37,981.80	60.90%	\$24,387.73	\$1,899.09
400	Surveying	\$33,051.88	\$22,475.25	\$2,313.63	\$0.00	\$24,788.88	75.00%	\$8,263.00	\$1,239.48
500	As Builts	\$29,317.65	\$11,727.04	\$1,465.88	\$0.00	\$13,192.92	45.00%	\$16,124.73	\$659.61
	EROSION CONTROL	\$8,176.79	\$8,176.79	\$0.00	\$0.00	\$8,176.79	100.00%	\$0.00	\$408.84
601	Silt Fence Type III (Regular)	\$7,999.00	\$7,999.00	\$0.00	\$0.00	\$7,999.00	100.00%	\$0.00	\$399.95
608	Inlet Protection	\$177.79	\$177.79	\$0.00	\$0.00	\$177.79	100.00%	\$0.00	\$8.89
	MOT	\$7,466.93	\$5,077.55	\$522.69	\$0.00	\$5,600.24	75.00%	\$1,866.69	\$280.00
700	Maintenance Of Traffic	\$7,466.93	\$5,077.55	\$522.69	\$0.00	\$5,600.24	75.00%	\$1,866.69	\$280.00
	POND EXCAVATION	\$1,202,165.34	\$1,202,165.34	\$0.00	\$0.00	\$1,202,165.34	100.00%	\$0.00	\$60,108.27
1001	Dewater for Pond	\$208,832.28	\$208,832.28	\$0.00	\$0.00	\$208,832.28	100.00%	\$0.00	\$10,441.62
1000	Pond Excavation	\$973,069.56	\$973,069.56	\$0.00	\$0.00	\$973,069.56	100.00%	\$0.00	\$48,653.48
1007	Cutoff Wall	\$20,263.50	\$20,263.50	\$0.00	\$0.00	\$20,263.50	100.00%	\$0.00	\$1,013.17
	EARTHWORK	\$1,783,173.28	\$1,612,547.88	\$50,719.60	\$0.00	\$1,663,267.48	93.28%	\$119,905.80	\$83,163.38
1104	Strip Topsoil	\$174,481.94	\$174,481.94	\$0.00	\$0.00	\$174,481.94	100.00%	\$0.00	\$8,724.10
1105	Bury Strippings and Unsuitables in Pond	\$528,812.51	\$528,812.51	\$0.00	\$0.00	\$528,812.51	100.00%	\$0.00	\$26,440.64
1104	Demuck Box Culvert Area	\$2,769.25	\$2,769.25	\$0.00	\$0.00	\$2,769.25	100.00%	\$0.00	\$138.46
1109	Place & Compact Fill	\$426,393.22	\$405,074.28	\$21,318.94	\$0.00	\$426,393.22	100.00%	\$0.00	\$21,319.67
1114	Remove / Replace Unsuitables	\$473,075.85	\$473,075.82	\$0.00	\$0.00	\$473,075.82	100.00%	\$0.03	\$23,653.79
1115	Fine Grade Lots	\$87,785.61	\$0.00	\$21,945.75	\$0.00	\$21,945.75	25.00%	\$65,839.86	\$1,097.29
1118	Final Dressout	\$19,746.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,746.48	\$0.00
1119	Dress Behind Electric Contractor	\$18,102.53	\$0.00	\$4,525.63	\$0.00	\$4,525.63	25.00%	\$13,576.90	\$226.28
1120	Dress Behind Retaining Wall Contractor	\$16,449.10	\$7,000.00	\$1,151.44	\$0.00	\$8,151.44	49.56%	\$8,297.66	\$407.57
1110	Earthwork Density Testing	\$35,556.79	\$21,334.08	\$1,777.84	\$0.00	\$23,111.92	65.00%	\$12,444.87	\$1,155.58
	GRASSING	\$156,445.85	\$0.00	\$68,867.36	\$0.00	\$68,867.36	44.02%	\$87,578.49	\$3,443.37
1203	Sod - Pond	\$68,867.36	\$0.00	\$68,867.36	\$0.00	\$68,867.36	100.00%	\$0.00	\$3,443.37
1205	Sod - BOC	\$4,543.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,543.60	\$0.00
1201	Sod - Misc Site	\$19,334.72	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,334.72	\$0.00

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 10**

Yulee, FL

APPLICATION NUMBER:

12

APPLICATION DATE:

10/03/2023

PERIOD TO:

09/30/2023

VCC PROJECT #:

202269

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1206	Seed and Mulch - ROW	\$9,320.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,320.05	\$0.00
1202	Seed and Mulch - Misc. Site	\$1,431.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,431.00	\$0.00
1207	Seed and Mulch - Lots	\$52,949.12	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,949.12	\$0.00
	SUBSOIL STABILIZATION	\$252,182.50	\$0.00	\$124,295.75	\$0.00	\$124,295.75	49.29%	\$127,886.75	\$6,214.79
1302	Subgrade for Sidewalk	\$3,615.55	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,615.55	\$0.00
1304	Subsoil Stabilization	\$248,566.95	\$0.00	\$124,295.75	\$0.00	\$124,295.75	50.01%	\$124,271.20	\$6,214.79
	BASE	\$428,639.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$428,639.70	\$0.00
1406	4" Base (MUP)	\$17,356.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,356.50	\$0.00
1407	6" Base (LD Pavement)	\$170,441.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$170,441.10	\$0.00
1408	8" Base (HD Pavement)	\$240,842.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$240,842.10	\$0.00
	ASPHALT	\$173,815.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$173,815.20	\$0.00
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$154,059.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$154,059.75	\$0.00
1503	1" Asphalt Pavement SP 9.5 (MUP)	\$9,108.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,108.90	\$0.00
1517	Prime Limerock	\$10,646.55	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,646.55	\$0.00
	STRIPING & SIGNAGE	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,624.97	\$0.00
1700	Striping & Signs	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,624.97	\$0.00
	CONCRETE	\$217,494.80	\$0.00	\$32,060.00	\$0.00	\$32,060.00	14.74%	\$185,434.80	\$1,603.00
1800	Curb & Gutter (All types)	\$166,347.00	\$0.00	\$32,060.00	\$0.00	\$32,060.00	19.27%	\$134,287.00	\$1,603.00
2000	Sidewalks	\$37,625.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$37,625.10	\$0.00
2005	A.D.A. Handicap Ramps	\$13,522.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,522.70	\$0.00
	HARDSCAPE	\$278,177.70	\$113,630.92	\$0.00	\$0.00	\$113,630.92	40.85%	\$164,546.78	\$5,681.55
2103	Keystone Retaining Wall	\$208,518.10	\$68,144.92	\$0.00	\$0.00	\$68,144.92	32.68%	\$140,373.18	\$3,407.25
2103	Keystone Wall For 60" Pipe Crossing	\$45,486.00	\$45,486.00	\$0.00	\$0.00	\$45,486.00	100.00%	\$0.00	\$2,274.30
2106	Handrail for Retaining Walls	\$24,173.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,173.60	\$0.00
	STORM DRAINAGE	\$1,065,594.50	\$1,044,413.70	\$5,067.66	\$0.00	\$1,049,481.36	98.49%	\$16,113.14	\$52,474.10
3003	Dewater Storm Drain	\$52,317.10	\$52,317.10	\$0.00	\$0.00	\$52,317.10	100.00%	\$0.00	\$2,615.87
3000	Storm Drainage Installed (All pipe/structure)	\$775,164.04	\$775,163.96	\$0.00	\$0.00	\$775,163.96	100.00%	\$0.08	\$38,758.21
3140.06	60" Pipe Crossing (In Lieu Of Box Culvert)	\$210,600.00	\$210,600.00	\$0.00	\$0.00	\$210,600.00	100.00%	\$0.00	\$10,530.00
3280	TV Storm Drain	\$18,087.84	\$6,332.64	\$2,711.28	\$0.00	\$9,043.92	50.00%	\$9,043.92	\$452.20
3279	Punch Out Storm Drain	\$9,425.52	\$0.00	\$2,356.38	\$0.00	\$2,356.38	25.00%	\$7,069.14	\$117.82
	GRAVITY SEWER	\$907,018.51	\$869,879.88	\$15,716.70	\$0.00	\$885,596.58	97.64%	\$21,421.93	\$44,279.82
4003	Dewater Gravity Sewer	\$105,950.46	\$105,950.46	\$0.00	\$0.00	\$105,950.46	100.00%	\$0.00	\$5,297.52
4000	Gravity Sewer Installed (All sizes/depths)	\$623,720.04	\$623,720.04	\$0.00	\$0.00	\$623,720.04	100.00%	\$0.00	\$31,186.00
4145	Sewer Services	\$131,831.28	\$129,738.72	\$2,092.56	\$0.00	\$131,831.28	100.00%	\$0.00	\$6,591.56
4146	TV Test Sewer Main	\$29,923.62	\$10,470.66	\$9,726.48	\$0.00	\$20,197.14	67.50%	\$9,726.48	\$1,009.86
4144	Punch Out Sewer	\$15,593.11	\$0.00	\$3,897.66	\$0.00	\$3,897.66	25.00%	\$11,695.45	\$194.88

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 10**

Yulee, FL

APPLICATION NUMBER:

12

APPLICATION DATE:

10/03/2023

PERIOD TO:

09/30/2023

VCC PROJECT #:

202269

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	LIFT STATION	\$747,356.24	\$293,573.05	\$104,719.20	\$0.00	\$398,292.25	53.29%	\$349,063.99	\$19,914.61
5003	Dewater Lift Station	\$49,228.25	\$49,228.25	\$0.00	\$0.00	\$49,228.25	100.00%	\$0.00	\$2,461.41
5017	Lift Station 22-24' Class One (With Generat	\$698,127.99	\$244,344.80	\$104,719.20	\$0.00	\$349,064.00	50.00%	\$349,063.99	\$17,453.20
	FORCE MAIN	\$238,230.69	\$199,776.12	\$22,684.34	\$0.00	\$222,460.46	93.38%	\$15,770.23	\$11,123.03
6000	Force Main Installed (All sizes/types)	\$193,966.29	\$193,966.26	\$0.00	\$0.00	\$193,966.26	100.00%	\$0.03	\$9,698.31
6071	Air Release Valve Ass.	\$23,239.40	\$5,809.86	\$17,429.54	\$0.00	\$23,239.40	100.00%	\$0.00	\$1,161.98
6185	Locate Wire Test for Force Main	\$2,138.75	\$0.00	\$534.54	\$0.00	\$534.54	24.99%	\$1,604.21	\$26.73
6186	Pressure Test for Force Main	\$9,932.50	\$0.00	\$2,482.44	\$0.00	\$2,482.44	24.99%	\$7,450.06	\$124.12
6183	Punch Out Force Main	\$8,953.75	\$0.00	\$2,237.82	\$0.00	\$2,237.82	24.99%	\$6,715.93	\$111.89
	WATER MAIN	\$842,878.47	\$733,913.78	\$9,735.66	\$0.00	\$743,649.44	88.23%	\$99,229.03	\$37,182.48
7000	Water Main Installed (All sizes/types)	\$662,409.25	\$662,409.14	\$0.00	\$0.00	\$662,409.14	100.00%	\$0.11	\$33,120.46
7000	Water Services	\$141,519.32	\$71,504.64	\$0.00	\$0.00	\$71,504.64	50.53%	\$70,014.68	\$3,575.23
7248	Flushing & BT's for Water Main	\$6,598.95	\$0.00	\$1,649.43	\$0.00	\$1,649.43	25.00%	\$4,949.52	\$82.47
7249	Locate Wire Test For Water Main	\$2,950.75	\$0.00	\$737.55	\$0.00	\$737.55	25.00%	\$2,213.20	\$36.88
7250	Pressure Test for Water Main	\$14,700.10	\$0.00	\$3,674.34	\$0.00	\$3,674.34	25.00%	\$11,025.76	\$183.72
7246	Punch Out for Water Main	\$14,700.10	\$0.00	\$3,674.34	\$0.00	\$3,674.34	25.00%	\$11,025.76	\$183.72
	REUSE MAIN	\$729,723.95	\$621,447.72	\$9,268.74	\$0.00	\$630,716.46	86.43%	\$99,007.49	\$31,535.83
9000	Reuse Main Installed (All sizes/types)	\$548,771.31	\$548,770.92	\$0.00	\$0.00	\$548,770.92	100.00%	\$0.39	\$27,438.55
9000	Reuse Services	\$143,870.69	\$72,676.80	\$0.00	\$0.00	\$72,676.80	50.52%	\$71,193.89	\$3,633.84
9240	Flushing for Reuse Main	\$6,525.15	\$0.00	\$1,630.98	\$0.00	\$1,630.98	25.00%	\$4,894.17	\$81.55
9241	Locate Wire Test For Reuse Main	\$2,917.75	\$0.00	\$729.30	\$0.00	\$729.30	25.00%	\$2,188.45	\$36.47
9242	Pressure Test for Reuse Main	\$14,535.70	\$0.00	\$3,633.24	\$0.00	\$3,633.24	25.00%	\$10,902.46	\$181.66
9239	Punch Out for Reuse Main	\$13,103.35	\$0.00	\$3,275.22	\$0.00	\$3,275.22	25.00%	\$9,828.13	\$163.76
	ELECTRICAL ALLOWANCE	\$150,000.00	\$0.00	\$37,500.00	\$0.00	\$37,500.00	25.00%	\$112,500.00	\$1,875.00
10000	Electrical Allowance	\$150,000.00	\$0.00	\$37,500.00	\$0.00	\$37,500.00	25.00%	\$112,500.00	\$1,875.00
	SLEEVING UNDER PAVEMENT	\$207,845.00	\$69,072.90	\$44,457.20	\$0.00	\$113,530.10	54.62%	\$94,314.90	\$5,676.52
11001.02	Irrigation Sleeves, 2.5"	\$34,680.00	\$12,138.00	\$40,142.10	\$0.00	\$52,280.10	150.75%	\$-17,600.10	\$2,614.01
11001.03	Irrigation Sleeves, 3"	\$48,250.00	\$21,809.00	\$-21,809.00	\$0.00	\$0.00	0.00%	\$48,250.00	\$0.00
11001.04	Irrigation Sleeves, 4"	\$57,075.00	\$25,797.90	\$24,428.10	\$0.00	\$50,226.00	88.00%	\$6,849.00	\$2,511.31
11001.06	Irrigation Sleeves, 6"	\$67,840.00	\$9,328.00	\$1,696.00	\$0.00	\$11,024.00	16.25%	\$56,816.00	\$551.20
	ORIGINAL CONTRACT TOTALS	\$9,795,007.44	\$7,063,247.79	\$542,556.16	\$0.00	\$7,605,803.95	77.65%	\$2,189,203.49	\$380,290.24
	CHANGE ORDERS								
	CO #1 - ODP Materials	\$-1,414,690.34	\$-1,313,534.06	\$-18,241.29	\$0.00	\$-1,331,775.35	94.14%	\$-82,914.99	\$-66,588.74
CO1, ST ODP	Storm ODP, Original	\$-445,571.03	\$-445,571.03	\$0.00	\$0.00	\$-445,571.03	100.00%	\$0.00	\$-22,278.55

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 10**

Yulee, FL

APPLICATION NUMBER: **12**
 APPLICATION DATE: **10/03/2023**
 PERIOD TO: **09/30/2023**
 VCC PROJECT #: **202269**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
CO1, SS ODP	Sanitary ODP, Original	\$-278,192.53	\$-278,192.53	\$0.00	\$0.00	\$-278,192.53	100.00%	\$0.00	\$-13,909.62
CO1, LS ODP	Lift Station (Generator Only) ODP	\$-165,829.94	\$-64,673.67	\$-18,241.29	\$0.00	\$-82,914.96	50.00%	\$-82,914.98	\$-4,145.74
CO1, FM ODP	Force Main ODP, Original	\$-46,433.02	\$-46,433.02	\$0.00	\$0.00	\$-46,433.02	100.00%	\$0.00	\$-2,321.64
CO1, WM ODP	Water Main ODP, Original	\$-227,122.26	\$-227,122.25	\$0.00	\$0.00	\$-227,122.25	100.00%	\$-0.01	\$-11,356.11
CO1, RM ODP	Reuse Main ODP, Original	\$-251,541.56	\$-251,541.56	\$0.00	\$0.00	\$-251,541.56	100.00%	\$0.00	\$-12,577.08
		\$-1,414,690.34	\$-1,313,534.06	\$-18,241.29	\$0.00	\$-1,331,775.35	94.14%	\$-82,914.99	\$-66,588.74
	TOTAL----->	\$8,380,317.10	\$5,749,713.73	\$524,314.87	\$0.00	\$6,274,028.60	74.87%	\$2,106,288.50	\$313,701.50

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$498,099.12**, 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 **09/30/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 10
Location: Estuary Way, Yulee, FL

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

Dated on: 10/03/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager

Title	202269 - PayApp - TRIBUTARY UNIT 10 - Vallencourt Construction Co. Inc. - Sep2023
File name	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_Sep2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	10/03/2023 06:25:09 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	10/03/2023 07:35:16 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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






2023 ACQUISITION AND CONSTRUCTION 22 - Vallencourt Unit 10 (App 12)

Final Audit Report

2023-11-01

Created:	2023-11-01
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfzKBBDNwibfVvpLqCC_ywqH-wwAgV3ot

"2023 ACQUISITION AND CONSTRUCTION 22 - Vallencourt U nit 10 (App 12)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-11-01 - 7:43:52 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-11-01 - 7:44:18 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-11-01 - 8:52:07 PM GMT- IP address: 3.219.35.58
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-11-01 - 8:52:19 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-11-01 - 8:52:19 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AIV

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **23**

- (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: **\$ 11,321.50**

- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Invoice 210357 (Sept 2023) Master Site Planning (WA#7)	\$ 586.00
Invoice 210362 (Sept 2023) Tributary Unit 8 CEI (WA#8)	\$ 3,211.50
Invoice 210363 (Sept 2023) Three Rivers CDD-Edwards Road Water Main CEI Services (WA#9)	\$ 452.00
Invoice 210373 (Sept 2023) Tax Exempt Purchase Administration (Unit B) (WA#14)	\$ 1,562.00
Invoice 210375 (Sept 2003) Unit 10 CEI Services (WA#15)	\$ 3,032.00
Invoice 210376 (Sept 2023) Unit 15 CEI Services (WA#18)	<u>\$ 2,478.00</u>
TOTAL REQUISITION 23:	\$ 11,321.50

- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023

- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

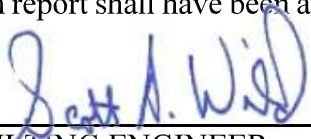
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

,
CONSULTING ENGINEER

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

October 05, 2023
 Invoice No: 210357

Total This Invoice \$586.00

Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING

Professional Services rendered through September 30, 2023

Phase 01 Master Site Planning

Labor

			Hours	Rate	Amount
CADD/GIS Technician					
Sims, Stephen	9/2/2023		.50	132.00	66.00
Totals			.50		66.00
Total Labor					66.00

Billing Limits

	Current	Prior	To-Date
Total Billings	66.00	24,886.75	24,952.75
Limit			25,000.00
Remaining			47.25
Total this Phase			\$66.00

Phase 02 Master Plan Coordination

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	15,000.00	15,000.00
Limit			15,000.00
Total this Phase			0.00

Phase 03 Master Planning Coordination Meetings

Labor

			Hours	Rate	Amount
Vice President					
Wild, Scott	9/9/2023		1.00	260.00	260.00
Wild, Scott	9/23/2023		1.00	260.00	260.00
Totals			2.00		520.00
Total Labor					520.00

Billing Limits

	Current	Prior	To-Date
Total Billings	520.00	13,077.00	13,597.00
Limit			25,000.00
Remaining			11,403.00
Total this Phase			\$520.00

Phase XP Expenses

Total this Phase **0.00**

Total This Invoice **\$586.00**

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

October 05, 2023
 Invoice No: 210362

Total This Invoice	\$3,211.50
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Project 22324.00000 Tributary Unit 8 CEI (WA#8)

Professional Services rendered through September 30, 2023

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Vice President					
Wild, Scott	9/16/2023		.50	260.00	130.00
Wild, Scott	9/23/2023		1.00	260.00	260.00
Project Manager					
Milligan, Neal	9/9/2023		.50	200.00	100.00
CEI Project Manager/Project Admin.					
Donchez, James	9/2/2023		.50	184.00	92.00
Donchez, James	9/9/2023		.25	184.00	46.00
Donchez, James	9/16/2023		.25	184.00	46.00
Donchez, James	9/23/2023		1.25	184.00	230.00
Donchez, James	9/30/2023		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	9/2/2023		1.00	163.00	163.00
Brooks, Jeffrey	9/9/2023		1.00	163.00	163.00
Brooks, Jeffrey	9/16/2023		1.00	163.00	163.00
Brooks, Jeffrey	9/30/2023		3.50	163.00	570.50
CEI Inspector					
Steeple, Travis	9/2/2023		1.00	132.00	132.00
Steeple, Travis	9/9/2023		4.00	132.00	528.00
Steeple, Travis	9/16/2023		1.00	132.00	132.00
Steeple, Travis	9/23/2023		1.00	132.00	132.00
Steeple, Travis	9/30/2023		1.00	132.00	132.00
	Totals		19.25		3,111.50

Total Labor **3,111.50**

Billing Limits	Current	Prior	To-Date
Total Billings	3,111.50	28,386.25	31,497.75
Limit			59,520.00
Remaining			28,022.25

Total this Phase **\$3,111.50**

Phase 02 Progress Meetings

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	9,612.50	9,612.50
Limit				12,960.00
Remaining				3,347.50
Total this Phase				0.00

Phase 03 Owner Requested Plan Revisions

Labor					
			Hours	Rate	Amount
Project Manager					
Milligan, Neal	9/30/2023		.50	200.00	100.00
Totals			.50		100.00
Total Labor					100.00

Billing Limits		Current	Prior	To-Date
Total Billings		100.00	7,058.00	7,158.00
Limit				10,000.00
Remaining				2,842.00
Total this Phase				\$100.00

Phase 04 RFP Process

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	7,441.50	7,441.50
Limit				7,500.00
Remaining				58.50
Total this Phase				0.00

Phase 05 Reimbursable Expenses

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	996.14	996.14
Limit				1,500.00
Remaining				503.86
Total this Phase				0.00

Total This Invoice	\$3,211.50
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Three Rivers Community Development District
 c/o Wrathell, Hunt and Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, FL 33431

October 05, 2023
 Invoice No: 210363

Total This Invoice	\$452.00
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Project 22336.00000 Three Rivers CDD-Edwards Road Watermain CEI Services (WA#9)

Professional Services rendered through September 30, 2023

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Vice President					
Wild, Scott	9/23/2023		1.00	260.00	260.00
Project Manager					
Blalock, Clinton	9/9/2023		.50	200.00	100.00
CEI Project Manager/Project Admin.					
Donchez, James	9/9/2023		.50	184.00	92.00
Totals			2.00		452.00
Total Labor					452.00

Billing Limits

	Current	Prior	To-Date
Total Billings	452.00	5,713.00	6,165.00
Limit			20,160.00
Remaining			13,995.00
Total this Phase			\$452.00

Phase 02 Owner Requested Plan Revisions

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	4,941.75	4,941.75
Limit			5,000.00
Remaining			58.25
Total this Phase			0.00

Phase 03 RFP Process

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	4,964.00	4,964.00
Limit			5,000.00
Remaining			36.00
Total this Phase			0.00

Phase 04 Reimbursable Expenses

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	798.41	798.41	
Limit			1,500.00	
Remaining			701.59	
		Total this Phase		0.00
		Total This Invoice		<u><u>\$452.00</u></u>

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

October 05, 2023
 Invoice No: 210373

Total This Invoice \$1,562.00

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

Professional Services rendered through September 30, 2023

Phase 01 CDD Tax Exempt Purchase Administration

Labor

			Hours	Rate	Amount	
Vice President						
Wild, Scott	9/9/2023		.50	260.00	130.00	
Wild, Scott	9/16/2023		1.00	260.00	260.00	
Wild, Scott	9/23/2023		1.00	260.00	260.00	
Wild, Scott	9/30/2023		1.00	260.00	260.00	
CEI Sr. Inspector						
Ellins, Jason	9/2/2023		1.00	163.00	163.00	
Ellins, Jason	9/16/2023		3.00	163.00	489.00	
	Totals		7.50		1,562.00	
	Total Labor					1,562.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,562.00	17,930.00	19,492.00
Limit			25,000.00
Remaining			5,508.00

Total this Phase \$1,562.00

Phase XP Reimbursable Expenses

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			500.00
Remaining			500.00

Total this Phase 0.00

Total This Invoice \$1,562.00

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

October 05, 2023
 Invoice No: 210375

Total This Invoice	\$3,032.00
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Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

Professional Services rendered through September 30, 2023

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Vice President					
Wild, Scott	9/2/2023		.50	260.00	130.00
Wild, Scott	9/9/2023		.50	260.00	130.00
Wild, Scott	9/23/2023		1.00	260.00	260.00
Wild, Scott	9/30/2023		1.00	260.00	260.00
Project Manager					
Milligan, Neal	9/30/2023		1.50	200.00	300.00
CEI Project Manager/Project Admin.					
Donchez, James	9/2/2023		1.00	184.00	184.00
Donchez, James	9/9/2023		.25	184.00	46.00
Donchez, James	9/16/2023		.75	184.00	138.00
Donchez, James	9/23/2023		.50	184.00	92.00
Donchez, James	9/30/2023		.25	184.00	46.00
CEI Sr. Inspector					
Brooks, Jeffrey	9/9/2023		1.00	163.00	163.00
Brooks, Jeffrey	9/16/2023		1.00	163.00	163.00
CEI Inspector					
Steeple, Travis	9/2/2023		1.00	132.00	132.00
Steeple, Travis	9/9/2023		1.00	132.00	132.00
Steeple, Travis	9/16/2023		1.00	132.00	132.00
Steeple, Travis	9/23/2023		1.00	132.00	132.00
Steeple, Travis	9/30/2023		1.00	132.00	132.00
	Totals		14.25		2,572.00
	Total Labor				\$2,572.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,572.00	27,782.00	30,354.00
Limit			65,520.00
Remaining			35,166.00

Total this Phase \$2,572.00

Phase 02 Progress Meetings

Labor

		Hours	Rate	Amount
Vice President				
Wild, Scott	9/16/2023	1.00	260.00	260.00
Project Manager				
Milligan, Neal	9/30/2023	1.00	200.00	200.00
Totals		2.00		460.00
Total Labor				460.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	460.00	6,961.75	7,421.75	
Limit			12,960.00	
Remaining			5,538.25	
Total this Phase				\$460.00

Phase 03 Owner Requested Plan Revisions

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	9,840.00	9,840.00	
Limit			10,000.00	
Remaining			160.00	
Total this Phase				0.00

Phase 04 Reimbursable Expenses

Total this Phase 0.00

Total This Invoice \$3,032.00

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

October 05, 2023
 Invoice No: 210376

Total This Invoice \$2,478.00

Project 22443.01000 Three Rivers CDD-Unit 15 CEI Services (WA#18)

Professional Services rendered through September 30, 2023

Phase 01. Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Vice President					
Wild, Scott	9/2/2023		1.00	260.00	260.00
Wild, Scott	9/9/2023		.50	260.00	130.00
Wild, Scott	9/16/2023		1.00	260.00	260.00
Wild, Scott	9/23/2023		1.00	260.00	260.00
Wild, Scott	9/30/2023		1.00	260.00	260.00
CEI Project Manager/Project Admin.					
Donchez, James	9/2/2023		.50	184.00	92.00
Donchez, James	9/9/2023		.25	184.00	46.00
Donchez, James	9/16/2023		.25	184.00	46.00
Donchez, James	9/23/2023		.50	184.00	92.00
Donchez, James	9/30/2023		.25	184.00	46.00
CEI Sr. Inspector					
Brooks, Jeffrey	9/9/2023		1.00	163.00	163.00
Brooks, Jeffrey	9/16/2023		1.00	163.00	163.00
CEI Inspector					
Steeple, Travis	9/2/2023		1.00	132.00	132.00
Steeple, Travis	9/9/2023		1.00	132.00	132.00
Steeple, Travis	9/16/2023		1.00	132.00	132.00
Steeple, Travis	9/23/2023		1.00	132.00	132.00
Steeple, Travis	9/30/2023		1.00	132.00	132.00
	Totals		13.25		2,478.00
Total Labor					2,478.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,478.00	4,274.00	6,752.00
Limit			69,108.00
Remaining			62,356.00
Total this Phase			\$2,478.00

Phase 02. Progress Meetings

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			13,524.00
Remaining			13,524.00
Total this Phase			0.00

Phase	03.	Owner Requested Plan Revisions		
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			10,000.00
Remaining			10,000.00
Total this Phase			0.00

Phase	04.	Reimbursable Expenses		
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			500.00
Remaining			500.00
Total this Phase			0.00

Total This Invoice	\$2,478.00
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2023 ACQUISITION AND CONSTRUCTION 23 - ETM

Final Audit Report

2023-11-01

Created:	2023-11-01
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6-WCscueS3UvZ2NmdnYsdIrfuUE_zoAW

"2023 ACQUISITION AND CONSTRUCTION 23 - ETM" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-11-01 - 7:45:29 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-11-01 - 7:46:02 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-11-01 - 8:52:54 PM GMT- IP address: 3.80.81.176
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-11-01 - 8:53:05 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-11-01 - 8:53:05 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AV

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **24**

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

**Onsight Industries, LLC
900 Central Park Drive
Sanford, FL 32771**

- (3) Amount Payable: **\$ 13,840.00**

- (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): **Furnish and install mail kiosks in Tributary Unit 8 – Invoice 402270**

- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023

- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

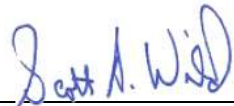
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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


_____,
CONSULTING ENGINEER



Invoice

Invoice No.: 402270
Invoice Date: 10/26/2023
Payment Terms: Due Upon Receipt
Order No: W000349578
Ordered By:
Purchase Order:
Salesperson: DANIEL KRISTOFF

THREE RIVERS CDD
 2300 GLADES ROAD, SUITE 410W
 BOCA RATON, FLORIDA 33431 FL 33431

Location: TRIBUTARY
 YULEE FL 32097

Project Name: PHASE 1B - UNIT 8

No	Item	Description	Quantity	Unit Price	Net Price
1	M002637	ITEM-MAILBOX-M002637	5.000	2,643.00000	13,215.00
MAILBOX FLORENCE CBU PEDESTAL 16 DOOR STANDARD DARK BRONZE SEQ NUMBERING PLACARDS					
2	L002147	LABOR/INSTALL JACKSONVILLE LOCAL 30-45	1.000	625.00000	625.00
INSTALLATION COMPLETED AS PER WORK ORDER					
3	M003879	ITEM-MAILBOX-M003879	1.000	0.00000	0.00
INCLUDED USPS APPROVAL, LABLING OF KEYS/BOXES, TESTING KEYS, NOTIFY USPS TO INSTALL LOCKS MAILBOX USPS COORDINATION					

Remit To:
 OnSight Industries, LLC
 900 Central Park Dr
 Sanford FL 32771
 407-830-8861

Sales Amount	13,840.00
Sales Tax	0.00
Prepaid Amount	0.00
Total	13,840.00

Please email any billing questions to accountsreceivable@onsightindustries.com

Thank you for your prompt payment!






Three River CDD - 2023 ACQUISITION AND CONSTRUCTION 24 - Onsite

Final Audit Report

2023-10-27

Created:	2023-10-27
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2VBvnLVZKSI9oi8SXfx-ysOmxGh_FI3c

"Three River CDD - 2023 ACQUISITION AND CONSTRUCTION 24 - Onsite" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-10-27 - 1:25:07 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-10-27 - 1:25:27 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-10-27 - 2:07:49 PM GMT- IP address: 52.87.218.72
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-10-27 - 2:07:58 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-10-27 - 2:07:58 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVI

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **25**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 582,201.75**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 10 – Application for Payment No. 13 (October 2023)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
_____ Responsible Officer

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

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


_____,
CONSULTING ENGINEER

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 10/01/2023

Period To: 10/31/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 2022-69
Project #: TRIBUTARY UNIT 10
Subcontract #: 2022-69
Application #: 13

Attn.: SCOTT WILD

Project Description: **TRIBUTARY UNIT 10**
Estuary Way
Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,414,690.34
REVISED CONTRACT AMOUNT.....	\$	8,380,317.10
PERCENTAGE COMPLETE.....	82.18%	
WORK COMPLETE TO DATE.....	\$	6,886,872.56
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	6,886,872.56
LESS RETAINAGE.....	\$	344,343.71
TOTAL EARNED LESS RETAINAGE.....	\$	6,542,528.85
LESS PREVIOUS BILLINGS.....	\$	5,960,327.10
CURRENT DUE.....	\$	582,201.75

Account Summary:	Sales	
	This Period	To Date
Gross:	612,843.96	6,886,872.56
Retainage:	30,642.21	344,343.71
Net:	582,201.75	6,542,528.85



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY UNIT 10

APPLICATION NO: 13

PERIOD TO: 10/31/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 2022-69

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-1,414,690.34
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,414,690.34

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, Senior Project Manager

By: Tim Gaddis Jr Date: 10/27/2023

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.....	\$	-1,414,690.34
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	8,380,317.10
4. TOTAL COMPLETED & STORED TO DATE.....	\$	6,886,872.56
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	344,343.71
(Column D + E on G703)		
b. 5.00 % of Stored Materials	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of G703).....	\$	344,343.71
6. TOTAL EARNED LESS RETAINAGE:.....	\$	6,542,528.85
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	5,960,327.10
8. CURRENT PAYMENT DUE.....	\$	582,201.75
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,837,788.25
(Line 3 less Line 6)		

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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..... \$ 582,201.75

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

ENGINEER:

By: Scott A. Wild Date: 11/2/2023

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 10**

Yulee, FL

APPLICATION NUMBER:

13

APPLICATION DATE:

10/27/2023

PERIOD TO:

10/31/2023

VCC PROJECT #:

2022-69

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	MOBILIZATION & GENERAL CONDITIO	\$276,007.57	\$238,066.68	\$9,105.81	\$0.00	\$247,172.49	89.55%	\$28,835.08	\$12,358.61
100	General Conditions	\$151,763.53	\$113,822.64	\$9,105.81	\$0.00	\$122,928.45	81.00%	\$28,835.08	\$6,146.40
104.01	Construction Entrance	\$4,346.94	\$4,346.94	\$0.00	\$0.00	\$4,346.94	100.00%	\$0.00	\$217.35
201	Payment & Performance Bonds	\$119,897.10	\$119,897.10	\$0.00	\$0.00	\$119,897.10	100.00%	\$0.00	\$5,994.86
	NPDES	\$40,619.92	\$30,464.94	\$2,536.52	\$0.00	\$33,001.46	81.25%	\$7,618.46	\$1,650.07
300	NPDES Permit Compliance	\$9,987.36	\$7,490.52	\$624.21	\$0.00	\$8,114.73	81.25%	\$1,872.63	\$405.73
303	Maintain Silt Fence	\$14,987.60	\$11,240.70	\$934.50	\$0.00	\$12,175.20	81.24%	\$2,812.40	\$608.77
304	NPDES Reporting	\$15,644.96	\$11,733.72	\$977.81	\$0.00	\$12,711.53	81.25%	\$2,933.43	\$635.57
	SURVEY & AS-BUILTS	\$62,369.53	\$37,981.80	\$3,448.99	\$0.00	\$41,430.79	66.43%	\$20,938.74	\$2,071.54
400	Surveying	\$33,051.88	\$24,788.88	\$1,983.11	\$0.00	\$26,771.99	81.00%	\$6,279.89	\$1,338.64
500	As Builts	\$29,317.65	\$13,192.92	\$1,465.88	\$0.00	\$14,658.80	50.00%	\$14,658.85	\$732.90
	EROSION CONTROL	\$8,176.79	\$8,176.79	\$0.00	\$0.00	\$8,176.79	100.00%	\$0.00	\$408.84
601	Silt Fence Type III (Regular)	\$7,999.00	\$7,999.00	\$0.00	\$0.00	\$7,999.00	100.00%	\$0.00	\$399.95
608	Inlet Protection	\$177.79	\$177.79	\$0.00	\$0.00	\$177.79	100.00%	\$0.00	\$8.89
	MOT	\$7,466.93	\$5,600.24	\$448.02	\$0.00	\$6,048.26	81.00%	\$1,418.67	\$302.40
700	Maintenance Of Traffic	\$7,466.93	\$5,600.24	\$448.02	\$0.00	\$6,048.26	81.00%	\$1,418.67	\$302.40
	POND EXCAVATION	\$1,202,165.34	\$1,202,165.34	\$0.00	\$0.00	\$1,202,165.34	100.00%	\$0.00	\$60,108.27
1001	Dewater for Pond	\$208,832.28	\$208,832.28	\$0.00	\$0.00	\$208,832.28	100.00%	\$0.00	\$10,441.62
1000	Pond Excavation	\$973,069.56	\$973,069.56	\$0.00	\$0.00	\$973,069.56	100.00%	\$0.00	\$48,653.48
1007	Cutoff Wall	\$20,263.50	\$20,263.50	\$0.00	\$0.00	\$20,263.50	100.00%	\$0.00	\$1,013.17
	EARTHWORK	\$1,783,173.28	\$1,663,267.48	\$16,590.20	\$0.00	\$1,679,857.68	94.21%	\$103,315.60	\$83,992.89
1104	Strip Topsoil	\$174,481.94	\$174,481.94	\$0.00	\$0.00	\$174,481.94	100.00%	\$0.00	\$8,724.10
1105	Bury Strippings and Unsuitables in Pond	\$528,812.51	\$528,812.51	\$0.00	\$0.00	\$528,812.51	100.00%	\$0.00	\$26,440.64
1104	Demuck Box Culvert Area	\$2,769.25	\$2,769.25	\$0.00	\$0.00	\$2,769.25	100.00%	\$0.00	\$138.46
1109	Place & Compact Fill	\$426,393.22	\$426,393.22	\$0.00	\$0.00	\$426,393.22	100.00%	\$0.00	\$21,319.67
1114	Remove / Replace Unsuitables	\$473,075.85	\$473,075.82	\$0.00	\$0.00	\$473,075.82	100.00%	\$0.03	\$23,653.79
1115	Fine Grade Lots	\$87,785.61	\$21,945.75	\$13,167.45	\$0.00	\$35,113.20	40.00%	\$52,672.41	\$1,755.66
1118	Final Dressout	\$19,746.48	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,746.48	\$0.00
1119	Dress Behind Electric Contractor	\$18,102.53	\$4,525.63	\$0.00	\$0.00	\$4,525.63	25.00%	\$13,576.90	\$226.28
1120	Dress Behind Retaining Wall Contractor	\$16,449.10	\$8,151.44	\$1,644.91	\$0.00	\$9,796.35	59.56%	\$6,652.75	\$489.82
1110	Earthwork Density Testing	\$35,556.79	\$23,111.92	\$1,777.84	\$0.00	\$24,889.76	70.00%	\$10,667.03	\$1,244.47
	GRASSING	\$156,445.85	\$68,867.36	\$0.00	\$0.00	\$68,867.36	44.02%	\$87,578.49	\$3,443.37
1203	Sod - Pond	\$68,867.36	\$68,867.36	\$0.00	\$0.00	\$68,867.36	100.00%	\$0.00	\$3,443.37
1205	Sod - BOC	\$4,543.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,543.60	\$0.00
1201	Sod - Misc Site	\$19,334.72	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,334.72	\$0.00

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 10**

Yulee, FL

APPLICATION NUMBER:

13

APPLICATION DATE:

10/27/2023

PERIOD TO:

10/31/2023

VCC PROJECT #:

2022-69

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1206	Seed and Mulch - ROW	\$9,320.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,320.05	\$0.00
1202	Seed and Mulch - Misc. Site	\$1,431.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,431.00	\$0.00
1207	Seed and Mulch - Lots	\$52,949.12	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$52,949.12	\$0.00
	SUBSOIL STABILIZATION	\$252,182.50	\$124,295.75	\$99,412.50	\$0.00	\$223,708.25	88.71%	\$28,474.25	\$11,185.42
1302	Subgrade for Sidewalk	\$3,615.55	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,615.55	\$0.00
1304	Subsoil Stabilization	\$248,566.95	\$124,295.75	\$99,412.50	\$0.00	\$223,708.25	90.00%	\$24,858.70	\$11,185.42
	BASE	\$428,639.70	\$0.00	\$44,979.00	\$0.00	\$44,979.00	10.49%	\$383,660.70	\$2,248.95
1406	4" Base (MUP)	\$17,356.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,356.50	\$0.00
1407	6" Base (LD Pavement)	\$170,441.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$170,441.10	\$0.00
1408	8" Base (HD Pavement)	\$240,842.10	\$0.00	\$44,979.00	\$0.00	\$44,979.00	18.68%	\$195,863.10	\$2,248.95
	ASPHALT	\$173,815.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$173,815.20	\$0.00
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$154,059.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$154,059.75	\$0.00
1503	1" Asphalt Pavement SP 9.5 (MUP)	\$9,108.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,108.90	\$0.00
1517	Prime Limerock	\$10,646.55	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,646.55	\$0.00
	STRIPING & SIGNAGE	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,624.97	\$0.00
1700	Striping & Signs	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,624.97	\$0.00
	CONCRETE	\$217,494.80	\$32,060.00	\$74,940.25	\$0.00	\$107,000.25	49.20%	\$110,494.55	\$5,350.01
1800	Curb & Gutter (All types)	\$166,347.00	\$32,060.00	\$74,940.25	\$0.00	\$107,000.25	64.32%	\$59,346.75	\$5,350.01
2000	Sidewalks	\$37,625.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$37,625.10	\$0.00
2005	A.D.A. Handicap Ramps	\$13,522.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,522.70	\$0.00
	HARDSCAPE	\$278,177.70	\$113,630.92	\$88,193.45	\$0.00	\$201,824.37	72.55%	\$76,353.33	\$10,091.22
2103	Keystone Retaining Wall	\$208,518.10	\$68,144.92	\$88,193.45	\$0.00	\$156,338.37	74.98%	\$52,179.73	\$7,816.92
2103	Keystone Wall For 60" Pipe Crossing	\$45,486.00	\$45,486.00	\$0.00	\$0.00	\$45,486.00	100.00%	\$0.00	\$2,274.30
2106	Handrail for Retaining Walls	\$24,173.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,173.60	\$0.00
	STORM DRAINAGE	\$1,065,594.50	\$1,049,481.36	\$2,356.38	\$0.00	\$1,051,837.74	98.71%	\$13,756.76	\$52,591.92
3003	Dewater Storm Drain	\$52,317.10	\$52,317.10	\$0.00	\$0.00	\$52,317.10	100.00%	\$0.00	\$2,615.87
3000	Storm Drainage Installed (All pipe/structure)	\$775,164.04	\$775,163.96	\$0.00	\$0.00	\$775,163.96	100.00%	\$0.08	\$38,758.21
3140.06	60" Pipe Crossing (In Lieu Of Box Culvert)	\$210,600.00	\$210,600.00	\$0.00	\$0.00	\$210,600.00	100.00%	\$0.00	\$10,530.00
3280	TV Storm Drain	\$18,087.84	\$9,043.92	\$0.00	\$0.00	\$9,043.92	50.00%	\$9,043.92	\$452.20
3279	Punch Out Storm Drain	\$9,425.52	\$2,356.38	\$2,356.38	\$0.00	\$4,712.76	50.00%	\$4,712.76	\$235.64
	GRAVITY SEWER	\$907,018.51	\$885,596.58	\$6,139.68	\$0.00	\$891,736.26	98.32%	\$15,282.25	\$44,586.80
4003	Dewater Gravity Sewer	\$105,950.46	\$105,950.46	\$0.00	\$0.00	\$105,950.46	100.00%	\$0.00	\$5,297.52
4000	Gravity Sewer Installed (All sizes/depths)	\$623,720.04	\$623,720.04	\$0.00	\$0.00	\$623,720.04	100.00%	\$0.00	\$31,186.00
4145	Sewer Services	\$131,831.28	\$131,831.28	\$0.00	\$0.00	\$131,831.28	100.00%	\$0.00	\$6,591.56
4146	TV Test Sewer Main	\$29,923.62	\$20,197.14	\$2,242.02	\$0.00	\$22,439.16	74.99%	\$7,484.46	\$1,121.96
4144	Punch Out Sewer	\$15,593.11	\$3,897.66	\$3,897.66	\$0.00	\$7,795.32	49.99%	\$7,797.79	\$389.76

Contractor's signed Certification is attached.

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

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**Three Rivers CDD
TRIBUTARY UNIT 10**

Yulee, FL

APPLICATION NUMBER:

13

APPLICATION DATE:

10/27/2023

PERIOD TO:

10/31/2023

VCC PROJECT #:

2022-69

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	LIFT STATION	\$747,356.24	\$398,292.25	\$174,532.00	\$0.00	\$572,824.25	76.65%	\$174,531.99	\$28,641.21
5003	Dewater Lift Station	\$49,228.25	\$49,228.25	\$0.00	\$0.00	\$49,228.25	100.00%	\$0.00	\$2,461.41
5017	Lift Station 22-24' Class One (With Generat	\$698,127.99	\$349,064.00	\$174,532.00	\$0.00	\$523,596.00	75.00%	\$174,531.99	\$26,179.80
	FORCE MAIN	\$238,230.69	\$222,460.46	\$5,254.80	\$0.00	\$227,715.26	95.59%	\$10,515.43	\$11,385.77
6000	Force Main Installed (All sizes/types)	\$193,966.29	\$193,966.26	\$0.00	\$0.00	\$193,966.26	100.00%	\$0.03	\$9,698.31
6071	Air Release Valve Ass.	\$23,239.40	\$23,239.40	\$0.00	\$0.00	\$23,239.40	100.00%	\$0.00	\$1,161.98
6185	Locate Wire Test for Force Main	\$2,138.75	\$534.54	\$534.54	\$0.00	\$1,069.08	49.99%	\$1,069.67	\$53.46
6186	Pressure Test for Force Main	\$9,932.50	\$2,482.44	\$2,482.44	\$0.00	\$4,964.88	49.99%	\$4,967.62	\$248.24
6183	Punch Out Force Main	\$8,953.75	\$2,237.82	\$2,237.82	\$0.00	\$4,475.64	49.99%	\$4,478.11	\$223.78
	WATER MAIN	\$842,878.47	\$743,649.44	\$43,998.30	\$0.00	\$787,647.74	93.45%	\$55,230.73	\$39,382.40
7000	Water Main Installed (All sizes/types)	\$662,409.25	\$662,409.14	\$0.00	\$0.00	\$662,409.14	100.00%	\$0.11	\$33,120.46
7000	Water Services	\$141,519.32	\$71,504.64	\$34,262.64	\$0.00	\$105,767.28	74.74%	\$35,752.04	\$5,288.36
7248	Flushing & BT's for Water Main	\$6,598.95	\$1,649.43	\$1,649.43	\$0.00	\$3,298.86	49.99%	\$3,300.09	\$164.94
7249	Locate Wire Test For Water Main	\$2,950.75	\$737.55	\$737.55	\$0.00	\$1,475.10	49.99%	\$1,475.65	\$73.76
7250	Pressure Test for Water Main	\$14,700.10	\$3,674.34	\$3,674.34	\$0.00	\$7,348.68	49.99%	\$7,351.42	\$367.44
7246	Punch Out for Water Main	\$14,700.10	\$3,674.34	\$3,674.34	\$0.00	\$7,348.68	49.99%	\$7,351.42	\$367.44
	REUSE MAIN	\$729,723.95	\$630,716.46	\$44,865.54	\$0.00	\$675,582.00	92.58%	\$54,141.95	\$33,779.11
9000	Reuse Main Installed (All sizes/types)	\$548,771.31	\$548,770.92	\$0.00	\$0.00	\$548,770.92	100.00%	\$0.39	\$27,438.55
9000	Reuse Services	\$143,870.69	\$72,676.80	\$35,596.80	\$0.00	\$108,273.60	75.26%	\$35,597.09	\$5,413.68
9240	Flushing for Reuse Main	\$6,525.15	\$1,630.98	\$1,630.98	\$0.00	\$3,261.96	49.99%	\$3,263.19	\$163.10
9241	Locate Wire Test For Reuse Main	\$2,917.75	\$729.30	\$729.30	\$0.00	\$1,458.60	49.99%	\$1,459.15	\$72.94
9242	Pressure Test for Reuse Main	\$14,535.70	\$3,633.24	\$3,633.24	\$0.00	\$7,266.48	49.99%	\$7,269.22	\$363.32
9239	Punch Out for Reuse Main	\$13,103.35	\$3,275.22	\$3,275.22	\$0.00	\$6,550.44	49.99%	\$6,552.91	\$327.52
	ELECTRICAL ALLOWANCE	\$150,000.00	\$37,500.00	\$37,500.00	\$0.00	\$75,000.00	50.00%	\$75,000.00	\$3,750.00
10000	Electrical Allowance	\$150,000.00	\$37,500.00	\$37,500.00	\$0.00	\$75,000.00	50.00%	\$75,000.00	\$3,750.00
	SLEEVING UNDER PAVEMENT	\$207,845.00	\$113,530.10	\$0.00	\$0.00	\$113,530.10	54.62%	\$94,314.90	\$5,676.52
11001.02	Irrigation Sleeves, 2.5"	\$34,680.00	\$52,280.10	\$0.00	\$0.00	\$52,280.10	150.75%	\$-17,600.10	\$2,614.01
11001.03	Irrigation Sleeves, 3"	\$48,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,250.00	\$0.00
11001.04	Irrigation Sleeves, 4"	\$57,075.00	\$50,226.00	\$0.00	\$0.00	\$50,226.00	88.00%	\$6,849.00	\$2,511.31
11001.06	Irrigation Sleeves, 6"	\$67,840.00	\$11,024.00	\$0.00	\$0.00	\$11,024.00	16.25%	\$56,816.00	\$551.20
	ORIGINAL CONTRACT TOTALS	\$9,795,007.44	\$7,605,803.95	\$654,301.44	\$0.00	\$8,260,105.39	84.33%	\$1,534,902.05	\$413,005.32
	CHANGE ORDERS								
	CO #1 - ODP Materials	\$-1,414,690.34	\$-1,331,775.35	\$-41,457.48	\$0.00	\$-1,373,232.83	97.07%	\$-41,457.51	\$-68,661.61
ST ODP	Storm ODP, Original	\$-445,571.03	\$-445,571.03	\$0.00	\$0.00	\$-445,571.03	100.00%	\$0.00	\$-22,278.55

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 10**

Yulee, FL

APPLICATION NUMBER: **13**
 APPLICATION DATE: **10/27/2023**
 PERIOD TO: **10/31/2023**
 VCC PROJECT #: **2022-69**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
SS ODP	Sanitary ODP, Original	\$-278,192.53	\$-278,192.53	\$0.00	\$0.00	\$-278,192.53	100.00%	\$0.00	\$-13,909.62
LS ODP	Lift Station (Generator Only) ODP	\$-165,829.94	\$-82,914.96	\$-41,457.48	\$0.00	\$-124,372.44	75.00%	\$-41,457.50	\$-6,218.61
FM ODP	Force Main ODP, Original	\$-46,433.02	\$-46,433.02	\$0.00	\$0.00	\$-46,433.02	100.00%	\$0.00	\$-2,321.64
WM ODP	Water Main ODP, Original	\$-227,122.26	\$-227,122.25	\$0.00	\$0.00	\$-227,122.25	100.00%	\$-0.01	\$-11,356.11
RM ODP	Reuse Main ODP, Original	\$-251,541.56	\$-251,541.56	\$0.00	\$0.00	\$-251,541.56	100.00%	\$0.00	\$-12,577.08
		\$-1,414,690.34	\$-1,331,775.35	\$-41,457.48	\$0.00	\$-1,373,232.83	97.07%	\$-41,457.51	\$-68,661.61
	TOTAL----->	\$8,380,317.10	\$6,274,028.60	\$612,843.96	\$0.00	\$6,886,872.56	82.18%	\$1,493,444.54	\$344,343.71

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$582,201.75**, 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 **10/31/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 10
Location: Estuary Way, Yulee, FL

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

Dated on: 10/27/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager

Title	2022-69 - PayApp - TRIBUTARY UNIT 10 - Vallencourt Construction Co. Inc. - Oct2023
File name	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_Oct2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	10/27/2023 08:25:19 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	10/27/2023 13:22:00 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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2023 ACQUISITION AND CONSTRUCTION 25 - Vallencourt Unit 10 (App 13)

Final Audit Report

2023-11-07

Created:	2023-11-06
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABITRirizWCNPFxfM7I5cZw5ho5-1I08t

"2023 ACQUISITION AND CONSTRUCTION 25 - Vallencourt U nit 10 (App 13)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-11-06 - 10:09:38 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-11-06 - 10:10:07 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-11-07 - 1:58:27 PM GMT- IP address: 3.80.81.176
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-11-07 - 1:58:44 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-11-07 - 1:58:44 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVII

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **26**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 253,099.43**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 15 – Application for Payment No. 4 (October 2023)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
_____ Responsible Officer

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

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


_____,
CONSULTING ENGINEER

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 10/01/2023

Period To: 10/31/2023

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

VCC Project #: 2023-10
Project #: TRIBUTARY UNIT 15
Subcontract #: 2023-10
Application #: 4

Attn.: Scott Wild

Project Description: TRIBUTARY UNIT 15

Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	5,361,937.15
CHANGE ORDERS TO DATE.....	\$	-555,814.56
REVISED CONTRACT AMOUNT.....	\$	4,806,122.59
PERCENTAGE COMPLETE.....	59.91%	
WORK COMPLETE TO DATE.....	\$	2,879,280.00
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	2,879,280.00
LESS RETAINAGE.....	\$	143,964.04
TOTAL EARNED LESS RETAINAGE.....	\$	2,735,315.96
LESS PREVIOUS BILLINGS.....	\$	2,482,216.53
CURRENT DUE.....	\$	253,099.43

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	266,420.45	2,879,280.00
Retainage:	13,321.02	143,964.04
Net:	253,099.43	2,735,315.96



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

PROJECT: TRIBUTARY UNIT 15

APPLICATION NO: 4

PERIOD TO: 10/31/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 2023-10

CONTRACT DATE: 06/06/2023

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-555,814.56
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-555,814.56

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, Senior Project Manager

By: Tim Gaddis Jr Date: 10/27/2023

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

1. ORIGINAL CONTRACT SUM.....	\$	5,361,937.15
2. Net change by Change Orders.....	\$	-555,814.56
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	4,806,122.59
4. TOTAL COMPLETED & STORED TO DATE.....	\$	2,879,280.00
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	143,964.04
(Column D + E on G703)		
b. 5.00 % of Stored Materials	\$	0.00
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of G703).....	\$	143,964.04
6. TOTAL EARNED LESS RETAINAGE:.....	\$	2,735,315.96
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	2,482,216.53
8. CURRENT PAYMENT DUE.....	\$	253,099.43
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	2,070,806.63
(Line 3 less Line 6)		

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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..... \$ 253,099.43

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

ENGINEER

By: Scott A. Wadd Date: 11/2/2023

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 15**

Yulee, FL

APPLICATION NUMBER:

4

APPLICATION DATE:

10/27/2023

PERIOD TO:

10/31/2023

VCC PROJECT #:

2023-10

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions	\$101,181.11	\$44,993.95	\$7,749.95	\$0.00	\$52,743.90	52.13%	\$48,437.21	\$2,637.20
100	General Conditions	\$96,874.42	\$40,687.26	\$7,749.95	\$0.00	\$48,437.21	50.00%	\$48,437.21	\$2,421.87
104	Construction Entrance	\$4,306.69	\$4,306.69	\$0.00	\$0.00	\$4,306.69	100.00%	\$0.00	\$215.33
	Bonds	\$58,448.94	\$58,448.94	\$0.00	\$0.00	\$58,448.94	100.00%	\$0.00	\$2,922.45
201	Payment & Performance Bonds	\$58,448.94	\$58,448.94	\$0.00	\$0.00	\$58,448.94	100.00%	\$0.00	\$2,922.45
	NPDES	\$42,716.55	\$23,518.35	\$2,742.60	\$0.00	\$26,260.95	61.48%	\$16,455.60	\$1,313.05
300	NPDES Permit Compliance	\$32,911.20	\$13,713.00	\$2,742.60	\$0.00	\$16,455.60	50.00%	\$16,455.60	\$822.78
601	Silt Fence Type III (Regular)	\$9,805.35	\$9,805.35	\$0.00	\$0.00	\$9,805.35	100.00%	\$0.00	\$490.27
	Survey & As-Builts	\$43,948.33	\$11,382.04	\$3,411.67	\$0.00	\$14,793.71	33.66%	\$29,154.62	\$739.70
400	Surveying	\$22,688.43	\$9,529.14	\$1,815.07	\$0.00	\$11,344.21	50.00%	\$11,344.22	\$567.21
500	Paving And Drainage As-Builts	\$5,293.97	\$794.10	\$529.40	\$0.00	\$1,323.50	25.00%	\$3,970.47	\$66.19
500	Water, Sewer, And Reuse As-Builts	\$10,587.93	\$1,058.80	\$529.40	\$0.00	\$1,588.20	15.00%	\$8,999.73	\$79.41
500	Lot As-Builts	\$5,378.00	\$0.00	\$537.80	\$0.00	\$537.80	10.00%	\$4,840.20	\$26.89
	Pond Excavation	\$453,581.70	\$453,581.70	\$0.00	\$0.00	\$453,581.70	100.00%	\$0.00	\$22,679.09
1001	Dewater for Pond	\$32,058.78	\$32,058.78	\$0.00	\$0.00	\$32,058.78	100.00%	\$0.00	\$1,602.94
1002	Pond Excavation From Unit 10	\$201,651.12	\$201,651.12	\$0.00	\$0.00	\$201,651.12	100.00%	\$0.00	\$10,082.56
1002	Pond Excavation From Unit 15	\$219,871.80	\$219,871.80	\$0.00	\$0.00	\$219,871.80	100.00%	\$0.00	\$10,993.59
	Earthwork	\$1,734,055.29	\$1,397,347.95	\$129,556.68	\$0.00	\$1,526,904.63	88.05%	\$207,150.66	\$76,345.24
1104	Strip & Bury Topsoil	\$193,919.44	\$193,919.44	\$0.00	\$0.00	\$193,919.44	100.00%	\$0.00	\$9,695.97
1109	Place & Compact Fill	\$322,606.53	\$300,590.49	\$5,883.41	\$0.00	\$306,473.90	95.00%	\$16,132.63	\$15,323.70
1109	Place & Compact Fill (Roadway)	\$22,824.43	\$21,264.94	\$419.07	\$0.00	\$21,684.01	95.00%	\$1,140.42	\$1,084.20
1110	Earthwork Density Testing	\$26,072.35	\$13,036.18	\$1,303.62	\$0.00	\$14,339.80	55.00%	\$11,732.55	\$716.99
1111	Purchase Fill Material	\$922,972.52	\$830,670.60	\$46,150.96	\$0.00	\$876,821.56	95.00%	\$46,150.96	\$43,841.08
1113	Remove/Replace Unsuitables	\$151,532.22	\$37,866.30	\$75,799.62	\$0.00	\$113,665.92	75.01%	\$37,866.30	\$5,683.30
1118	Final Dressout	\$94,127.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$94,127.80	\$0.00
	Grassing	\$70,260.17	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,260.17	\$0.00
1202	Site Grassing	\$18,230.36	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,230.36	\$0.00
1205	ROW Grassing	\$7,075.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,075.14	\$0.00
1203	Pond Sod	\$16,474.59	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,474.59	\$0.00
1207	Lot Grassing	\$28,480.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,480.08	\$0.00
	Subsoil Stabilization	\$108,660.15	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$108,660.15	\$0.00
1302	Subgrade for Sidewalk	\$2,814.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,814.75	\$0.00
1304	Subsoil Stabilization (Pavement Areas)	\$105,845.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$105,845.40	\$0.00
	Base	\$174,096.86	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$174,096.86	\$0.00
1407	6" Crushed Concrete Base (LD Pavement)	\$174,096.86	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$174,096.86	\$0.00

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 15**

Yulee, FL

APPLICATION NUMBER:

4

APPLICATION DATE:

10/27/2023

PERIOD TO:

10/31/2023

VCC PROJECT #:

2023-10

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Asphalt	\$84,942.74	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$84,942.74	\$0.00
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$80,254.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,254.60	\$0.00
1517	Prime Limerock	\$4,688.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,688.14	\$0.00
	Concrete	\$99,917.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$99,917.95	\$0.00
1804	18" Miami Curb & Gutter	\$64,821.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$64,821.05	\$0.00
2000	Sidewalks	\$35,096.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,096.90	\$0.00
	Retaining Walls	\$392,973.30	\$0.00	\$106,748.55	\$0.00	\$106,748.55	27.16%	\$286,224.75	\$5,337.43
2103	Keystone Retaining Wall	\$355,828.50	\$0.00	\$106,748.55	\$0.00	\$106,748.55	30.00%	\$249,079.95	\$5,337.43
2106	Handrail for Retaining Wall	\$37,144.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$37,144.80	\$0.00
	Storm	\$605,540.48	\$388,304.02	\$16,211.00	\$0.00	\$404,515.02	66.80%	\$201,025.46	\$20,225.75
3003	Dewater Storm Drain	\$26,728.48	\$19,408.18	\$0.00	\$0.00	\$19,408.18	72.61%	\$7,320.30	\$970.41
3000	Storm Drain Installed (Pipe & Structures)	\$507,631.76	\$368,895.84	\$0.00	\$0.00	\$368,895.84	72.67%	\$138,735.92	\$18,444.79
3077	Underdrain Stubs from Inlets	\$22,360.00	\$0.00	\$16,211.00	\$0.00	\$16,211.00	72.50%	\$6,149.00	\$810.55
3263	Roadway Underdrain	\$10,086.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,086.00	\$0.00
3279	Punch Out Storm Drain	\$28,206.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,206.70	\$0.00
3280	TV Storm Drain	\$10,527.54	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,527.54	\$0.00
	Sanitary Sewer	\$399,336.44	\$304,718.95	\$0.00	\$0.00	\$304,718.95	76.31%	\$94,617.49	\$15,235.94
4003	Dewater Gravity Sewer	\$46,663.50	\$42,510.00	\$0.00	\$0.00	\$42,510.00	91.10%	\$4,153.50	\$2,125.50
4000	Sanitary Sewer Installed (MH's & Pipe)	\$261,009.03	\$237,834.93	\$0.00	\$0.00	\$237,834.93	91.12%	\$23,174.10	\$11,891.74
4145	Sewer Services	\$54,046.74	\$24,374.02	\$0.00	\$0.00	\$24,374.02	45.10%	\$29,672.72	\$1,218.70
4144	Punch Out Sewer	\$23,202.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,202.83	\$0.00
4146	TV Test Sewer Main	\$14,414.34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,414.34	\$0.00
	Water Main	\$352,022.87	\$191,389.16	\$0.00	\$0.00	\$191,389.16	54.37%	\$160,633.71	\$9,569.46
7000	Water Main Installed (All sizes/types)	\$271,737.00	\$172,216.44	\$0.00	\$0.00	\$172,216.44	63.38%	\$99,520.56	\$8,610.82
7238	Water Services	\$60,257.12	\$19,172.72	\$0.00	\$0.00	\$19,172.72	31.82%	\$41,084.40	\$958.64
7246	Punch Out for Water Main	\$7,575.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,575.50	\$0.00
7250	Testing Water Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	Reuse Main	\$284,269.27	\$143,102.68	\$0.00	\$0.00	\$143,102.68	50.34%	\$141,166.59	\$7,155.14
9000	Reuse Main Installed (All types/sizes)	\$200,287.50	\$123,406.50	\$0.00	\$0.00	\$123,406.50	61.61%	\$76,881.00	\$6,170.33
9234	Reuse Services	\$64,716.02	\$19,696.18	\$0.00	\$0.00	\$19,696.18	30.44%	\$45,019.84	\$984.81
9239	Punch Out for Reuse Main	\$6,812.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,812.50	\$0.00
9242	Testing Reuse Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	Electrical (Allowance)	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
10000	Electrical Distribution	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
	Sleeves (Allowance)	\$205,985.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$205,985.00	\$0.00
11001	Sleeves, 2.5"	\$34,320.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,320.00	\$0.00

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

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

APPLICATION NUMBER: **4**
 APPLICATION DATE: **10/27/2023**
 PERIOD TO: **10/31/2023**
 VCC PROJECT #: **2023-10**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
11001	Sleeves, 3"	\$47,775.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,775.00	\$0.00
11001	Sleeves, 4"	\$56,550.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56,550.00	\$0.00
11001	Sleeves, 6"	\$67,340.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,340.00	\$0.00
ORIGINAL CONTRACT TOTALS		\$5,361,937.15	\$3,016,787.74	\$266,420.45	\$0.00	\$3,283,208.19	61.23%	\$2,078,728.96	\$164,160.45
CHANGE ORDERS									
Change Order #001		\$-555,814.56	\$-403,928.19	\$0.00	\$0.00	\$-403,928.19	72.67%	\$-151,886.37	\$-20,196.41
001	ODP Materials - Storm	\$-265,367.25	\$-193,718.09	\$0.00	\$0.00	\$-193,718.09	73.00%	\$-71,649.16	\$-9,685.90
001	ODP Materials - Sanitary	\$-103,446.83	\$-94,136.62	\$0.00	\$0.00	\$-94,136.62	91.00%	\$-9,310.21	\$-4,706.83
001	ODP Materials - Watermain	\$-100,159.28	\$-63,100.35	\$0.00	\$0.00	\$-63,100.35	63.00%	\$-37,058.93	\$-3,155.02
001	ODP Materials - Reuse Main	\$-86,841.20	\$-52,973.13	\$0.00	\$0.00	\$-52,973.13	61.00%	\$-33,868.07	\$-2,648.66
		\$-555,814.56	\$-403,928.19	\$0.00	\$0.00	\$-403,928.19	72.67%	\$-151,886.37	\$-20,196.41
TOTAL----->		\$4,806,122.59	\$2,612,859.55	\$266,420.45	\$0.00	\$2,879,280.00	59.91%	\$1,926,842.59	\$143,964.04

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$253,099.43**, 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 **10/31/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 15
Location: Yulee, FL

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

Dated on: 10/27/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager

Title	2023-10 - PayApp - TRIBUTARY UNIT 15 - Vallencourt Construction Co. Inc. - Oct2023
File name	202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_Oct2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	10/27/2023 13:34:33 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	10/27/2023 13:47:31 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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






2023 ACQUISITION AND CONSTRUCTION 26 - Vallencourt Unit 15 (App 4)

Final Audit Report

2023-11-07

Created:	2023-11-06
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWDD2g4h84DnQGRIaJuQZ0AI9Tx5b7bcM

"2023 ACQUISITION AND CONSTRUCTION 26 - Vallencourt U nit 15 (App 4)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-11-06 - 10:10:51 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-11-06 - 10:11:15 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-11-07 - 1:58:06 PM GMT- IP address: 52.87.218.72
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-11-07 - 1:58:14 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-11-07 - 1:58:14 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVIII

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**

The undersigned, a Responsible Officer of the Three Rivers Community Development District (the “Issuer”) hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank Trust Company, National Association, as successor to U.S. Bank National Association, as trustee (the “Trustee”), dated as of September 1, 2019, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of July 1, 2023 (the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (1) Requisition Number: **27**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 54,038.91**
- (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 – Application for Payment No. 13 (October 2023)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

[],
CONSULTING ENGINEER

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 10/01/2023

Period To: 10/31/2023

To: Three Rivers CDD
2300 Glades Road
Suite 410w
Boca Raton, FL 33431

VCC Project #: 2022-51
Project #: TRIBUTARY UNIT 8
Subcontract #: 2022-51
Application #: 13

Attn.: Scott Wild

**Project Description: TRIBUTARY UNIT 8
Estuary Way
Yulee, FL**

ORIGINAL CONTRACT AMOUNT.....	\$	6,720,808.90
CHANGE ORDERS TO DATE.....	\$	-1,006,450.49
REVISED CONTRACT AMOUNT.....	\$	5,714,358.41
PERCENTAGE COMPLETE.....	96.11%	
WORK COMPLETE TO DATE.....	\$	5,492,314.53
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	5,492,314.53
LESS RETAINAGE.....	\$	274,615.81
TOTAL EARNED LESS RETAINAGE.....	\$	5,217,698.72
LESS PREVIOUS BILLINGS.....	\$	5,163,659.81
CURRENT DUE.....	\$	54,038.91

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	56,883.08	5,492,314.53
Retainage:	2,844.17	274,615.81
Net:	54,038.91	5,217,698.72



TO: Three Rivers CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY UNIT 8

APPLICATION NO: 13

PERIOD TO: 10/31/2023

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 2022-51

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$-1,006,450.49
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,006,450.49

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, Senior Project Manager

By: Tim Gaddis Jr Date: 10/27/2023

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.....	\$ -1,006,450.49
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 5,714,358.41
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 5,492,314.53
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 274,615.81
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 274,615.81
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 5,217,698.72
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 5,163,659.81
8. CURRENT PAYMENT DUE.....	\$ 54,038.91
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 496,659.69
(Line 3 less Line 6)	

ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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..... \$ 54,038.91

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

ENGINEER:

By: Scott A. Wild Date: 11/2/2023

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

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 8**

Yulee, FL

APPLICATION NUMBER:

13

APPLICATION DATE:

10/27/2023

PERIOD TO:

10/31/2023

VCC PROJECT #:

2022-51

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	MOBILIZATION & GENERAL CONDITIO	\$204,077.97	\$189,748.20	\$14,329.77	\$0.00	\$204,077.97	100.00%	\$0.00	\$10,203.92
100	General Conditions	\$119,414.95	\$105,085.18	\$14,329.77	\$0.00	\$119,414.95	100.00%	\$0.00	\$5,970.77
104.01	Construction Entrance	\$8,065.98	\$8,065.98	\$0.00	\$0.00	\$8,065.98	100.00%	\$0.00	\$403.30
200	Bonds & Insurance (P&P Bond)	\$76,597.04	\$76,597.04	\$0.00	\$0.00	\$76,597.04	100.00%	\$0.00	\$3,829.85
2	NPDES	\$51,978.48	\$45,480.59	\$6,497.89	\$0.00	\$51,978.48	100.00%	\$0.00	\$2,598.89
300	NPDES Permit Compliance	\$35,497.68	\$31,060.53	\$4,437.15	\$0.00	\$35,497.68	100.00%	\$0.00	\$1,774.87
303	Maintain Silt Fence (Installed By Others)	\$5,798.40	\$5,072.96	\$725.44	\$0.00	\$5,798.40	100.00%	\$0.00	\$289.92
304	NPDES Reporting	\$10,682.40	\$9,347.10	\$1,335.30	\$0.00	\$10,682.40	100.00%	\$0.00	\$534.10
3	SURVEY & AS-BUILTS	\$58,341.14	\$49,006.55	\$9,334.57	\$0.00	\$58,341.12	100.00%	\$0.02	\$2,917.08
400	Surveying	\$29,170.57	\$25,670.08	\$3,500.47	\$0.00	\$29,170.55	100.00%	\$0.02	\$1,458.53
500	As Builts	\$29,170.57	\$23,336.47	\$5,834.10	\$0.00	\$29,170.57	100.00%	\$0.00	\$1,458.55
4	EROSION CONTROL	\$8,962.78	\$8,962.78	\$0.00	\$0.00	\$8,962.78	100.00%	\$0.00	\$448.14
601	Silt Fence Type III (Regular)	\$4,575.30	\$4,575.30	\$0.00	\$0.00	\$4,575.30	100.00%	\$0.00	\$228.77
608	Inlet Protection	\$4,387.48	\$4,387.48	\$0.00	\$0.00	\$4,387.48	100.00%	\$0.00	\$219.37
5	MOT	\$6,962.63	\$6,127.12	\$835.51	\$0.00	\$6,962.63	100.00%	\$0.00	\$348.15
700	Maintenance of Traffic	\$6,962.63	\$6,127.12	\$835.51	\$0.00	\$6,962.63	100.00%	\$0.00	\$348.15
6	POND EXCAVATION	\$1,027,403.96	\$1,027,403.93	\$0.00	\$0.00	\$1,027,403.93	100.00%	\$0.03	\$51,370.19
1001	Dewater for Pond	\$120,046.58	\$120,046.58	\$0.00	\$0.00	\$120,046.58	100.00%	\$0.00	\$6,002.32
1000	Pond Excavation	\$893,064.08	\$893,064.05	\$0.00	\$0.00	\$893,064.05	100.00%	\$0.03	\$44,653.20
1007	Cutoff Wall	\$14,293.30	\$14,293.30	\$0.00	\$0.00	\$14,293.30	100.00%	\$0.00	\$714.67
7	EARTHWORK	\$1,373,307.23	\$1,371,130.25	\$2,176.98	\$0.00	\$1,373,307.23	100.00%	\$0.00	\$68,665.37
1104	Strip Topsoil	\$92,760.00	\$92,760.00	\$0.00	\$0.00	\$92,760.00	100.00%	\$0.00	\$4,638.00
1105	Bury Strippings And Unsuitables	\$517,345.70	\$517,345.70	\$0.00	\$0.00	\$517,345.70	100.00%	\$0.00	\$25,867.28
1109	Place & Compact Fill	\$556,121.92	\$556,121.92	\$0.00	\$0.00	\$556,121.92	100.00%	\$0.00	\$27,806.09
1113	Remove/Replace Unsuitables	\$160,440.00	\$160,440.00	\$0.00	\$0.00	\$160,440.00	100.00%	\$0.00	\$8,022.00
1110	Earthwork Density Testing	\$28,359.22	\$28,359.22	\$0.00	\$0.00	\$28,359.22	100.00%	\$0.00	\$1,417.98
1119	Dress Behind Electric Contractor	\$9,570.13	\$9,570.13	\$0.00	\$0.00	\$9,570.13	100.00%	\$0.00	\$478.51
1118	Final Dressout	\$8,710.26	\$6,533.28	\$2,176.98	\$0.00	\$8,710.26	100.00%	\$0.00	\$435.51
8	GRASSING	\$57,663.18	\$52,749.70	\$4,913.48	\$0.00	\$57,663.18	100.00%	\$0.00	\$2,883.16
1203	Sod - POND	\$19,880.30	\$19,880.30	\$0.00	\$0.00	\$19,880.30	100.00%	\$0.00	\$994.02
1205	Sod - BOC	\$2,740.40	\$2,740.40	\$0.00	\$0.00	\$2,740.40	100.00%	\$0.00	\$137.02
1206	Seed and Mulch - ROW	\$4,913.48	\$0.00	\$4,913.48	\$0.00	\$4,913.48	100.00%	\$0.00	\$245.67
1207	Seed and Mulch - LOTS	\$30,129.00	\$30,129.00	\$0.00	\$0.00	\$30,129.00	100.00%	\$0.00	\$1,506.45
9	SUBSOIL STABILIZATION	\$191,067.83	\$191,067.76	\$0.00	\$0.00	\$191,067.76	100.00%	\$0.07	\$9,553.39
1300	Subsoil Stabilization	\$189,808.33	\$189,808.26	\$0.00	\$0.00	\$189,808.26	100.00%	\$0.07	\$9,490.41

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 8**

Yulee, FL

APPLICATION NUMBER:

13

APPLICATION DATE:

10/27/2023

PERIOD TO:

10/31/2023

VCC PROJECT #:

2022-51

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1302	Subgrade for Sidewalk	\$1,259.50	\$1,259.50	\$0.00	\$0.00	\$1,259.50	100.00%	\$0.00	\$62.98
10	BASE	\$353,612.20	\$353,612.20	\$0.00	\$0.00	\$353,612.20	100.00%	\$0.00	\$17,680.60
1401	4" Limerock - MUP	\$5,595.40	\$5,595.40	\$0.00	\$0.00	\$5,595.40	100.00%	\$0.00	\$279.77
1402	6" Limerock - NEIGHBORHOOD ROADS	\$92,958.32	\$92,958.32	\$0.00	\$0.00	\$92,958.32	100.00%	\$0.00	\$4,647.91
1403	8" Limerock - SPINE ROAD	\$255,058.48	\$255,058.48	\$0.00	\$0.00	\$255,058.48	100.00%	\$0.00	\$12,752.92
11	ASPHALT	\$82,568.56	\$82,568.56	\$0.00	\$0.00	\$82,568.56	100.00%	\$0.00	\$4,128.43
1503	1" Asphalt Pavement (HD SP-12.5) - 1st Lift	\$50,830.62	\$50,830.62	\$0.00	\$0.00	\$50,830.62	100.00%	\$0.00	\$2,541.53
1503	1" Asphalt Pavement (LD SP-9.5) - 1st Lift C	\$23,318.68	\$23,318.68	\$0.00	\$0.00	\$23,318.68	100.00%	\$0.00	\$1,165.93
1503	1" Asphalt Pavement (MUP)	\$2,177.22	\$2,177.22	\$0.00	\$0.00	\$2,177.22	100.00%	\$0.00	\$108.86
1517	Prime Limerock	\$6,242.04	\$6,242.04	\$0.00	\$0.00	\$6,242.04	100.00%	\$0.00	\$312.11
12	STRIPING & SIGNAGE	\$29,147.69	\$0.00	\$7,286.92	\$0.00	\$7,286.92	25.00%	\$21,860.77	\$364.35
1700	Striping & Signs	\$29,147.69	\$0.00	\$7,286.92	\$0.00	\$7,286.92	25.00%	\$21,860.77	\$364.35
13	CONCRETE	\$124,195.94	\$108,280.04	\$0.00	\$0.00	\$108,280.04	87.19%	\$15,915.90	\$5,414.01
1800	Curb & Gutter (All Types)	\$102,452.30	\$102,452.27	\$0.00	\$0.00	\$102,452.27	100.00%	\$0.03	\$5,122.62
1903	Concrete Pavement (Mail Kiosk)	\$5,827.77	\$5,827.77	\$0.00	\$0.00	\$5,827.77	100.00%	\$0.00	\$291.39
2001	8' Sidewalk	\$9,875.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,875.40	\$0.00
2005	A.D.A. Handicap Ramps	\$6,040.47	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,040.47	\$0.00
14	STORM DRAINAGE	\$634,385.76	\$634,385.76	\$0.00	\$0.00	\$634,385.76	100.00%	\$0.00	\$31,719.26
3003	Dewater Storm Drain	\$32,228.28	\$32,228.28	\$0.00	\$0.00	\$32,228.28	100.00%	\$0.00	\$1,611.41
3000	Storm Drain Installed (All pipes/structures)	\$585,384.90	\$585,384.90	\$0.00	\$0.00	\$585,384.90	100.00%	\$0.00	\$29,269.23
3280	TV Storm Drain	\$11,030.03	\$11,030.03	\$0.00	\$0.00	\$11,030.03	100.00%	\$0.00	\$551.50
3279	Punch Out Storm Drain	\$5,742.55	\$5,742.55	\$0.00	\$0.00	\$5,742.55	100.00%	\$0.00	\$287.12
15	GRAVITY SEWER	\$569,895.63	\$567,933.97	\$1,961.66	\$0.00	\$569,895.63	100.00%	\$0.00	\$28,494.78
4003	Dewater Gravity Sewer	\$56,423.82	\$56,423.82	\$0.00	\$0.00	\$56,423.82	100.00%	\$0.00	\$2,821.20
4000	Gravity Sewer Installed (All sizes/types)	\$362,952.87	\$362,952.87	\$0.00	\$0.00	\$362,952.87	100.00%	\$0.00	\$18,147.64
4145	Sewer Services	\$127,600.80	\$127,600.80	\$0.00	\$0.00	\$127,600.80	100.00%	\$0.00	\$6,380.04
4146	TV Test Sewer Main	\$15,071.49	\$15,071.49	\$0.00	\$0.00	\$15,071.49	100.00%	\$0.00	\$753.57
4144	Punch Out Sewer	\$7,846.65	\$5,884.99	\$1,961.66	\$0.00	\$7,846.65	100.00%	\$0.00	\$392.33
16	FORCE MAIN	\$12,383.59	\$12,303.90	\$79.50	\$0.00	\$12,383.40	100.00%	\$0.19	\$619.19
6014	8" PVC DR 18 Force Main	\$12,010.39	\$12,010.20	\$0.00	\$0.00	\$12,010.20	100.00%	\$0.19	\$600.51
6185	Locate Wire Test for Force Main	\$37.80	\$37.80	\$0.00	\$0.00	\$37.80	100.00%	\$0.00	\$1.89
6186	Pressure Test for Force Main	\$176.40	\$176.40	\$0.00	\$0.00	\$176.40	100.00%	\$0.00	\$8.83
6183	Punch Out Force Main	\$159.00	\$79.50	\$79.50	\$0.00	\$159.00	100.00%	\$0.00	\$7.96
17	WATER MAIN	\$883,820.55	\$878,969.37	\$4,851.00	\$0.00	\$883,820.37	100.00%	\$0.18	\$44,191.05
7000	Water Main Installed (All sizes/types)	\$751,381.73	\$751,381.55	\$0.00	\$0.00	\$751,381.55	100.00%	\$0.18	\$37,569.08
7239	Water Services (All sizes/types)	\$106,731.82	\$106,731.82	\$0.00	\$0.00	\$106,731.82	100.00%	\$0.00	\$5,336.59

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 8**

Yulee, FL

APPLICATION NUMBER: **13**
 APPLICATION DATE: **10/27/2023**
 PERIOD TO: **10/31/2023**
 VCC PROJECT #: **2022-51**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
7248	Flushing & BT's for Water Main	\$4,389.00	\$4,389.00	\$0.00	\$0.00	\$4,389.00	100.00%	\$0.00	\$219.45
7249	Locate Wire Test For Water Main	\$1,914.00	\$1,914.00	\$0.00	\$0.00	\$1,914.00	100.00%	\$0.00	\$95.71
7250	Pressure Test for Water Main	\$9,702.00	\$9,702.00	\$0.00	\$0.00	\$9,702.00	100.00%	\$0.00	\$485.11
7246	Punch Out for Water Main	\$9,702.00	\$4,851.00	\$4,851.00	\$0.00	\$9,702.00	100.00%	\$0.00	\$485.11
18	REUSE MAIN	\$671,528.78	\$666,912.43	\$4,615.80	\$0.00	\$671,528.23	100.00%	\$0.55	\$33,576.43
9000	Reuse Main Installed (All sizes/types)	\$540,929.45	\$540,928.90	\$0.00	\$0.00	\$540,928.90	100.00%	\$0.55	\$27,046.44
9000	Reuse Services (All sizes/types)	\$107,049.33	\$107,049.33	\$0.00	\$0.00	\$107,049.33	100.00%	\$0.00	\$5,352.47
9239	Punch Out for Reuse Main	\$8,321.00	\$8,321.00	\$0.00	\$0.00	\$8,321.00	100.00%	\$0.00	\$416.05
9240	Flushing for Reuse Main	\$4,176.20	\$4,176.20	\$0.00	\$0.00	\$4,176.20	100.00%	\$0.00	\$208.81
9241	Locate Wire Test For Reuse Main	\$1,821.20	\$1,821.20	\$0.00	\$0.00	\$1,821.20	100.00%	\$0.00	\$91.07
9242	Pressure Test for Reuse Main	\$9,231.60	\$4,615.80	\$4,615.80	\$0.00	\$9,231.60	100.00%	\$0.00	\$461.59
19	ELECTRICAL ALLOWANCE	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
10000	FPL ALLOWANCE	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
20	SLEEVING UNDER PAVEMENT	\$229,505.00	\$45,227.87	\$0.00	\$0.00	\$45,227.87	19.71%	\$184,277.13	\$2,261.39
11001.02	Sleeves, 2.5"	\$43,020.00	\$13,766.40	\$0.00	\$0.00	\$13,766.40	32.00%	\$29,253.60	\$688.32
11001.03	Sleeves, 3"	\$56,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56,750.00	\$0.00
11001.04	Sleeves, 4"	\$63,475.00	\$25,796.24	\$0.00	\$0.00	\$25,796.24	40.64%	\$37,678.76	\$1,289.81
11001.06	Sleeves, 6"	\$66,260.00	\$5,665.23	\$0.00	\$0.00	\$5,665.23	8.55%	\$60,594.77	\$283.26
	ORIGINAL CONTRACT TOTALS	\$6,720,808.90	\$6,441,870.98	\$56,883.08	\$0.00	\$6,498,754.06	96.70%	\$222,054.84	\$324,937.78
	CHANGE ORDERS								
	CO #001, ODP Materials	-\$744,518.24	-\$744,507.28	\$0.00	\$0.00	-\$744,507.28	100.00%	-\$10.96	-\$37,225.36
50100	CO #001, ODP Materials	-\$744,518.24	-\$744,507.28	\$0.00	\$0.00	-\$744,507.28	100.00%	-\$10.96	-\$37,225.36
	CO #002, Earthwork Credit	-\$261,932.25	-\$261,932.25	\$0.00	\$0.00	-\$261,932.25	100.00%	\$0.00	-\$13,096.61
1100	Value Engineering Deduct	-\$261,932.25	-\$261,932.25	\$0.00	\$0.00	-\$261,932.25	100.00%	\$0.00	-\$13,096.61
		-\$1,006,450.49	-\$1,006,439.53	\$0.00	\$0.00	-\$1,006,439.53	100.00%	-\$10.96	-\$50,321.97
	TOTAL----->	\$5,714,358.41	\$5,435,431.45	\$56,883.08	\$0.00	\$5,492,314.53	96.11%	\$222,043.88	\$274,615.81

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$54,038.91**, 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 **10/31/2023** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 8
Location: Estuary Way, Yulee, FL

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

Dated on: 10/27/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager

Title	2022-51 - PayApp - TRIBUTARY UNIT 8 - Vallencourt Construction Co. Inc. - Oct2023
File name	202251_PayApp_TRIBUTARYUNIT8_VallencourtConstructionCoInc_Oct2023.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	10/27/2023 08:17:17 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	10/27/2023 08:23:39 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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






2023 ACQUISITION AND CONSTRUCTION 27 - Vallencourt Unit 8 (App 13)

Final Audit Report

2023-11-07

Created:	2023-11-06
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnuBK_FUVcVEr4Fmr_nPyNFn2p65ywx63

"2023 ACQUISITION AND CONSTRUCTION 27 - Vallencourt U nit 8 (App 13)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2023-11-06 - 10:12:05 PM GMT- IP address: 8.17.109.244
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2023-11-06 - 10:12:25 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2023-11-07 - 1:57:40 PM GMT- IP address: 3.80.81.176
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2023-11-07 - 1:57:55 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2023-11-07 - 1:57:55 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **162**
- (2) Name of Payee pursuant to Acquisition Agreement:
Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$22,610.00**
- (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): **September 2023 – Invoice #2023-6219**
- (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.

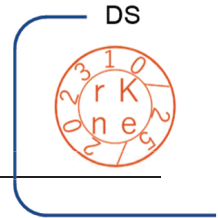
The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

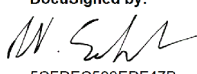
**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
By: Gregg Kern
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.

DOMINION ENGINEERING GROUP, LLC, DS
CONSULTING ENGINEER
DocuSigned by:

5CFDEC500EDF47B...
Title: President, principal



***** INVOICE *****



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

Date: October 1, 2023

Invoice Number 2023-6219

Services Provided 08/1/23 – 09/30/23

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
Administrative	\$85	0	\$0.00
CADD Designer	\$130	0	\$0.00
Engineer	\$125	0	\$0.00
Professional Engineer	\$145	5	\$725.00
Principal	\$205	1	\$205.00
TOTAL		6	\$930.00

Subtotal \$930.00

1. Reviewed Pay Application for Unit 5
2. Onsite Inspection of failing pavement
3. Coordination for Geotech and repair
4. ECS Inspection

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	1	\$750.00
TOTAL		1	\$750.00

Task ADD 001 Model Updates**\$9,085.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$9,085.00	0	\$9,085.00	100	\$9,085.00	\$0.00	\$9,085.00

Task ADD 002 LOMR**\$8,625.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,625.00	0	\$8,625.00	100	\$8,625.00	\$0.00	\$8,625.00

Task ADD 003 LOMR Review**\$4,025.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$4,025.00	0	\$4,025.00	80	\$3,220.00	\$0.00	\$3,220.00

Total Amount Due \$22,610.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

- 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.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **163**
- (2) Name of Payee pursuant to Acquisition Agreement:
Vallencourt Construction Co., Inc.
- (3) Amount Payable: **\$67,549.11**
- (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 #1, Three Rivers Tributary Unit 1, Final Lift Asphalt**
- (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.

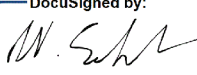
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By:  10/25/2023
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.

DOMINION ENGINEERING GROUP, LLC ^{DS}
CONSULTING ENGINEER
DocuSigned by:

5CFDEC500EDF47B...
Title: President/principal



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: 10/01/2023

Period To: 10/31/2023

Invoice #: 2023-46-01

To: THREE RIVERS CDD
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

CC Project #: 2023-46
THREE RIVERS CDD Project #: TRIBUTARY UNIT 1, FIN...
THREE RIVERS CDD Subcontract #: 2023-46
Application #: 1

Attn.: Joe Cornelison

Project Description: TRIBUTARY UNIT 1, FINAL LIFT ASPHALT-CURB REPA...
Tributary Drive
Yulee, FL 32097

Clearin (Spin) OR G A CO TRACTA O U T.....	\$	431,385.00
CHA GE ORDERS TO DATE.....	\$	0.00
REV SED CO TRACTA O U T.....	\$	431,385.00
PERCENTAGE CO P ETE..... 16.48		
WOR CO P ETE TO DATE.....	\$	1,104.34
STORED ATER A S.....	\$	0.00
TOTA CO P ETE D & STORED.....	\$	1,104.34
ESS RETA GE.....	\$	3,555.23
TOTA EAR ED ESS RETA GE.....	\$,549.11
ESS PREV OUS B GS.....	\$	0.00
CURRENT DUE.....	\$	67,549.11

Account Summary	Sales this Period	Slis odt
Gross:	1,104.34	1,104.34
Ret in :	3,555.23	3,555.23
Net:	,549.11	,549.11



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

TO: THOMPSON
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY UNIT 1, FINAL LIFT ASPHALT

APPLICATION NO: 1

Distribution to:

PERIOD TO: 10/31/2023

- OWNER
- ENGINEER
- CONTRACTOR

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

CONTRACTOR'S

PROJECT NO: 2023-46

CONTRACT DATE: 09/06/2023

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ACTIONS	ADJUSTMENTS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$0.00

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

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

By: Tim Gaddis Jr Date: 10/21/2023

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

1. ORIGINAL CONTRACT SUM.....	\$	431,385.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	431,385.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	71,104.34
(Column G on G703)		
5. RETAINAGE :		
a. 5.00 % of Completed Work	\$	3,555.23
(Column 1 on G703)		
b. 5.00 % of Store Materials	\$	0.00
(Column 2 on G703)		
Total retainage (Line 5a + 5b or Total in Column 1 of G703).....	\$	3,555.23
6. TOTAL ARIAN LESS RETAINAGE :.....	\$	67,549.11
(Line 4 Less Line 5 Total)		
7. LESS PRIOR CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	0.00
8. CURRENT PAYMENT DUE.....	\$	67,549.11
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	363,835.89
(Line 3 less Line 6)		

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 67,549.11

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

ARCHITECT:

By: William Schaefer, PE Date: 10/23/23

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 Docum 02, APPLICATION AND CERTIFICATE FOR PAYMENT, con aining

Contractor's sig d Certifica io is attach d.

I tabula io s b low, amou s ar s a d to h ar st dollar.

Us Column I o Co racts wh r available r ai age for lin it ms may apply.

**THREE RIVERS CD
TRIBUTARY UNIT 1, FINAL LIFT ASPHALT-CURB REPAIR**

Yulee, FL 32097

APPLICATION NUM ER:

APPLICATION DATE:

PERIOD TO:

VCC PROJECT #:

0/21/2023

0/31/2023

2023-46

AB	C	D	E	F	G	H	I		
ITEM NO.	DESCRIPTION OF WORK	SHE LE VALUE	WORK COMPLETE		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO ATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
100	General C n itions	\$4,925.00	\$0.00	\$985.00	\$0.00	\$985.00	20.00%	\$3,940.00	\$49.25
201	Payment & Performance on s	\$6,250.00	\$0.00	\$6,250.00	\$0.00	\$6,250.00	100.00%	\$0.00	\$312.50
300	NPDES Permit Compliance	\$5,180.00	\$0.00	\$1,036.00	\$0.00	\$1,036.00	20.00%	\$4,144.00	\$51.80
400	Surveying	\$1,515.00	\$0.00	\$303.00	\$0.00	\$303.00	20.00%	\$1,212.00	\$15.15
500	As u lts	\$2,950.00	\$0.00	\$147.50	\$0.00	\$147.50	5.00%	\$2,802.50	\$7.38
608	Inlet Protection	\$4,875.00	\$0.00	\$975.00	\$0.00	\$975.00	20.00%	\$3,900.00	\$48.75
700	Maintenance of Traff c	\$19,725.00	\$0.00	\$3,945.00	\$0.00	\$3,945.00	20.00%	\$15,780.00	\$197.25
	Demo								
812	Demo Ex sting Curbs (Repairs)	\$4,280.00	\$0.00	\$4,280.00	\$0.00	\$4,280.00	100.00%	\$0.00	\$214.00
812	Demo Ex sting Curbs (Spee Hump)	\$878.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$878.00	\$0.00
816	Misc Asphalt Prep-Patch ng	\$12,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,620.00	\$0.00
	Asphalt								
1110	Asphalt / Q Testing	\$6,685.00	\$0.00	\$1,203.30	\$0.00	\$1,203.30	18.00%	\$5,481.70	\$60.17
4138	Adjust Ex. Manh les	\$11,865.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,865.00	\$0.00
1518	Tack at	\$14,160.25	\$0.00	\$2,548.85	\$0.00	\$2,548.85	18.00%	\$11,611.40	\$127.44
1502	3/4" Asphalt Pavement (SP9.5)-Final Lift	\$227,653.25	\$0.00	\$40,977.59	\$0.00	\$40,977.59	18.00%	\$186,675.66	\$2,048.88
1516	Spee Humps	\$5,227.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,227.50	\$0.00
	Str ping								
1702	Temp. Paint for Thermoplast c	\$12,795.00	\$0.00	\$2,303.10	\$0.00	\$2,303.10	18.00%	\$10,491.90	\$115.16
1703	Thermoplastic Striping	\$53,660.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$53,660.00	\$0.00
1704	Decorative Signs (St)	\$4,375.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,375.00	\$0.00
1704	Flashing r sswalk Signs / Pedestr an Dete	\$18,225.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,225.00	\$0.00
	Concrete								
1302	Subgrade for S dewalk	\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,595.00	\$0.00
2000	S dewalks (Spee Hump Area ONLY)	\$1,932.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,932.00	\$0.00
1811	Repair Damage urbs	\$6,150.00	\$0.00	\$6,150.00	\$0.00	\$6,150.00	100.00%	\$0.00	\$307.50
1809	urb & Gutter (Spee Hump)	\$1,258.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,258.00	\$0.00
2005	A.D.A. Handicap Ramps (Speed Hump Area	\$620.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$620.00	\$0.00
2006	A.D.A. Mats (Spee Hump Area ONLY)	\$1,986.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,986.00	\$0.00
	ORIGINAL ON RAC TOTAL	31,385.00	0.00	71,104.34	0.00	\$71,104.34	16.48%	360,280.66	3,555.23

AIA Docum 02, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certificate is attached.

Item tabulation below, amount is in US dollars.

Use Column 1 of Contracts where available for line items may apply.

**THREE RIVERS CD
 TRIBUTARY UNIT 1, FINAL LIFT ASPHALT-CURB REPAIR**

Yulee, FL 32097

APPLICATION NUMBER: ER:

APPLICATION DATE:

PERIOD TO:

VCC PROJECT #:

0/21/2023

0/31/2023

2023-46

AB		C	D	E	F		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK COMPLETE		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	CHANGE ORDERS								
		0.00	0.00	0.00	0.00	0.00	100.00%	0.00	0.00
	TOTAL----->	\$431,385.00	\$0.00	\$71,104.34	\$0.00	\$71,104.34	16.48%	\$360,280.66	\$3,555.23

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

The undersigned lienor, upon payment from the lienee, of the sum of \$67,549.11, 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 10/31/2023 on the job of THREE RIVERS CDD to the following described property :

Project: TRIBUTARY UNIT 1, FINAL LIFT ASPHALT-CURB REPAIR
Location: Tributary Drive, Yulee, FL 32097

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: 10/21/2023

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager



Audit Trail

Title	2023-46 - PayApp - TRIBUTARY UNIT 1, FINAL LIFT ASPHALT-CURB REPAIR - Vallencourt Construction Co. Inc. - Oct2023
File name	202346_PayApp_TRIBUTARYUNIT1FINALLIFTASPHALTCURBREPAIR_VallencourtConstructior
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	10/21/2023 10:04:07 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	10/21/2023 10:05:02 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIII

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **164**
- (2) Name of Payee pursuant to Acquisition Agreement:
Kutak Rock LLP
- (3) Amount Payable: **\$360.00**
- (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): **Project Construction Services**
- (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: _____

KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

October 4, 2023

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3292431

Client Matter No. 123-3

Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3292431
123-3

Re: Project Construction

For Professional Legal Services Rendered

08/08/23	W. Haber	0.30	90.00	Review correspondence regarding FPL guaranty
08/10/23	W. Haber	0.50	150.00	Review correspondence and agreement for Edwards Road and confer with Wild and Kern regarding same
08/11/23	W. Haber	0.40	120.00	Review agreement for Edwards Road and confer with Wild regarding same

TOTAL HOURS 1.20

TOTAL FOR SERVICES RENDERED \$360.00

TOTAL CURRENT AMOUNT DUE \$360.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3C1

Three Rivers Community Development District - Tributary Software-as-a-Services Agreement

By signing an Order Form (as defined below) which references this Software-as-a-Services Agreement, each of Alosant and the customer specified on such Order Form (“Customer”) signifies that it has read, understands, and agrees to be bound by the terms and conditions hereof. Capitalized terms not defined herein shall have the meaning set forth on the Order Form.

PART ONE – HOSTED SOFTWARE.

- 1. Access to the Hosted Software.** Alosant grants Customer a right to access the Hosted Software and Work Product.
 - 1.1. The Hosted Software is located on servers that are controlled by Alosant. Customer may access the Hosted Software, but has no right to receive a copy of the object code or source code to the Hosted Software.
 - 1.2. Customer must have a high-speed Internet connection or other applicable network access, and hardware and software that are compatible with the Hosted Software as set out in the Documentation.
 - 1.3. Alosant regularly upgrades and updates the Hosted Software. This means that the Hosted Software is continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment or integrations in order to make use of the Hosted Software and Alosant will provide Customer with advance notification in this case.

- 2. Conditions of Use.** The Hosted Software provided to Customer is non-exclusive, non-transferable (except as provided in Section 16.4), and are for Customer’s internal business use only. Customer’s right to use the Hosted Software is conditional upon the following. Customer may not:
 - 2.1. transfer to any other person any of its rights to use the Hosted Software;
 - 2.2. sell, rent or lease the Hosted Software;
 - 2.3. make the Hosted Software available to anyone who is not an “Authorized User”. An Authorized User is an employee of Customer, or of a person to whom Customer has outsourced services, who is authorized to access the Hosted Software as a named user;
 - 2.4. create any derivative works based upon the Hosted Software or Documentation;
 - 2.5. copy any feature, design or graphic in, or reverse engineer the Hosted Software;
 - 2.6. access the Hosted Software (i) in order to build a solution or to assist someone else to build a solution competitive to Alosant; or (ii) if Customer is an employee of a Alosant competitor;
 - 2.7. use the Hosted Software in a way that violates any criminal or civil law;
 - 2.8. load test the Hosted Software in order to test scalability, perform security penetration testing on; or,
 - 2.9. exceed the usage limits listed in the Order Form.

- 3. Customer Data.**
 - 3.1. Customer must provide all data for use in the Hosted Software, and Alosant is not obliged to modify or add to the Customer Data. Customer is solely responsible for the content and accuracy of the Customer Data. Alosant will not store or archive any Customer Data transmitted through the Hosted Software, therefore it is the responsibility of the Customer to store and archive its Customer Data.
 - 3.2. The Customer Data belongs to Customer, and Alosant makes no claim to any right of ownership in it.
 - 3.3. Alosant must keep the Customer Data confidential in accordance with Section 12 of this Agreement.
 - 3.4. When You upload, submit, store, send or receive data or content to or through the Software, You give Alosant (and those we work with) a worldwide license to use, transmit, host, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that Your data or content works better with the Software), communicate, publish, publicly perform, publicly display and distribute such data or content. The rights You grant in this license are for the limited purpose of operating, promoting, and improving the Software, and to develop new ones. This license continues even if You stop using the Software. Make sure You have the necessary rights to grant us this license for any data or content that You submit to the Software.

alosant

3.5. Alosant must use the Customer Data only as necessary to carry out its obligations under this Agreement, and for no other purpose. However, Alosant:

- 3.5.1. may observe and report back to Customer on Customer's usage of the Hosted Software, and make recommendations for improved usage of the Hosted Software;
- 3.5.2. may identify trends or statistics and publish reports or metrics on its findings provided the reports or metrics include data aggregated from more than one customer site and do not identify Customer.

4. Hosted Software Warranties. Alosant warrants that: (i) the Hosted Software will function substantially as described in the Documentation; and (ii) Alosant owns or otherwise has the right to provide the Hosted Software and Work Product to Customer under this Agreement. The remedies set out in this Section 4 are Customer's exclusive remedies for breach of either warranty.

- 4.1. If the Hosted Software does not function substantially in accordance with the Documentation, Alosant must, at its option, either (i) modify the Hosted Software to conform to its Documentation; or (ii) provide a workaround solution that will reasonably meet Customer's requirements. If neither of these options is commercially feasible, either party may terminate the relevant Order Form under this Agreement, in which case Alosant shall refund to Customer all fees pre-paid to Alosant under the relevant Order Form for unused Hosted Software after the termination date.
- 4.2. If the normal operation, possession or use of the Hosted Software or Work Product by Customer is found to infringe any third party U.S. intellectual property right or Alosant believes that this is likely, Alosant must, at its option, either (i) obtain a license from such third party for the benefit of Customer; (ii) modify the Hosted Software or Work Product so that it no longer infringes; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under this Agreement, in which case Alosant shall refund to Customer all fees pre-paid to Alosant under the relevant Order Form for unused Hosted Software measured from the termination date..
- 4.3. However, Alosant has no warranty obligations for:
 - 4.3.1. the extent that Hosted Software or Work Product has been modified by Customer or any third party;
 - 4.3.2. problems in the Hosted Software or Work Product caused by any third party software or hardware, by accidental damage or by other matters beyond Alosant's reasonable control.
- 4.4. Alosant will regularly scan the Hosted Software with a generally available anti-virus software program and will remove or quarantine any hostile computer viruses, malware, or similar items.

PART TWO – PROFESSIONAL SERVICES.

5. Professional Services.

- 5.1 **SOW.** The deliverables, fees, personnel, scope, and other terms of each Professional Services engagement will be set forth in an Order Form and an acAlosanting SOW exhibit. Professional Service engagements are billed at time and materials or fixed fee in accordance with its Order Form and SOW.
- 5.2 **Warranties.** Alosant warrants that (i) the Work Product will substantially conform to the SOW; and (ii) the Professional Services will be performed with reasonable skill, care and diligence. The remedies set out in this Section 5 are Customer's exclusive remedies for breach of either warranty.
 - 5.2.1 If the Professional Services do not conform to the SOW or are not performed with reasonable skill, care and diligence, Alosant shall re-perform the Professional Services to the extent necessary to correct the defective performance.
- 5.3 **Customer's Responsibilities.** Customer must provide Alosant with all information, access, and full good faith cooperation reasonably necessary to enable Alosant to deliver the Professional Services, and must do anything that is identified in the SOW as Customer's responsibility. If Customer fails to do this, Alosant will be relieved of its obligations to the extent that the obligations are dependent upon Customer's performance.
- 5.4 **Work Product.** Upon payment in full of any amounts due for Professional Services, Alosant grants Customer a non-exclusive, non-transferable (except as provided in Section 16.4) right to use the Work Product for Customer's internal business purposes. This right shall continue for so long as, and be subject to the same terms and conditions, as the right to use the Hosted Software.



PART THREE – INTELLECTUAL PROPERTY OWNERSHIP.

6. Intellectual Property Ownership. Alosant solely owns or has licensed the rights to all intellectual property rights in the Hosted Software and the Work Product. Alosant owns all rights to any feedback, improvements, enhancements or modifications to the Software.

PART THREE – GENERAL.

7. Term of Agreement. This Agreement starts on the date that Customer signs an Order Form and ends when Alosant no longer is obliged to provide Customer with Hosted Software or Professional Services under any Order Form.

8. Payments. Customer must pay the fees listed in the relevant Order Form.

8.1 Customer shall make payment in accordance with Florida’s Prompt Payment Act. The parties shall bear the prevailing party’s costs and fees in the event of any litigation resulting from a breach of this Agreement, including reasonable attorneys’ fees.

8.2 If Customer initially purchases Hosted Software for a term, and subsequently orders additional product, the purchase price for the additional product shall be pro-rated so that the added Hosted Software terminate on the same day as the initial Hosted Software order.

9. Termination and Suspension.

9.1 Either party may terminate this Agreement immediately in writing if either party breaches any material term of this Agreement and either party may terminate this Agreement without cause upon 90 days written notice.

9.2 Sections 2, 3.3, 6, 8, 9.2, 10, 11, 12, and and 16 continue after this Agreement ends.

9.3 If Alosant terminates an Order Form under this Agreement because of non-payment by Customer, all unpaid fees for the remainder of the Hosting Term immediately fall due for payment.

9.4 Upon termination of Customer’s Hosting Software Order Term, Alosant must promptly provide Customer with all Customer Data in a mutually agreed format. However, Alosant may retain Customer Data in backup media for an additional period of up to 12 months, or longer if required by law.

10. Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE HOSTED SOFTWARE, WORK PRODUCT AND PROFESSIONAL SERVICES ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND ALOSANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALOSANT DOES NOT WARRANT THAT THE USE OF THE HOSTED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

11. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. EACH PARTY’S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER TO ALOSANT UNDER SUCH RELEVANT ORDER FORM DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. HOWEVER, THERE IS NO LIMITATION OF LIABILITY FOR CUSTOMER’S INFRINGEMENT OF ALOSANT’S INTELLECTUAL PROPERTY RIGHTS, FOR AMOUNTS OWED BY CUSTOMER TO ALOSANT UNDER THIS AGREEMENT, OR IN CONNECTION WITH A PARTY’S INDEMNIFICATION OBLIGATIONS. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN ALOSANT AND CUSTOMER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO ALOSANT.

12. Confidentiality.

alosant

- 12.1 This Agreement and the Hosted Software, Documentation, and Work Product contain valuable trade secrets that are the sole property of Alosant, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer must take reasonable care to prevent unauthorized access to or duplication of the Hosted Software, Documentation, and Work Product, but in no event less care than Customer uses to protect its own confidential information and trade secrets.
- 12.2 The Customer Data and other materials marked as “Confidential” by Customer or which should reasonably be recognized as confidential information, and disclosed to Alosant may include valuable trade secrets that are the sole property of Customer. Alosant must take reasonable care to prevent other parties from learning of these trade secrets, but in no event less care than Alosant uses to protect its own confidential information and trade secrets.
- 12.3 Sections 12.1 and 12.2 do not apply to any information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the “Receiver”), generally known or available; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver’s records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.
- 12.4 Upon termination for any reason, upon request by the disclosing party, the receiving party will promptly return all Confidential Information of the disclosing party, provided however neither party shall be obligated to return Confidential Information received by the disclosing party that is stored in receiving party’s routine back-up system and in such case receiving party’s confidentiality obligations with respect to such Confidential Information shall survive indefinitely.
- 12.5 Notwithstanding all of the foregoing sections set forth in this paragraph 12 “Confidentiality,” the District shall not be in breach of this Agreement should it fail to comply with such sections if compliance is prohibited or in violation of Florida’s public record laws.

13. Indemnification by Alosant.

- 13.1 Alosant must indemnify and hold harmless Customer, its affiliates, and its and their directors, officers, and employees from any damages finally awarded or agreed to in settlement against Customer (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, third party claim or other third party legal action alleging that the use of the Hosted Software, Documentation or Work Product by Customer infringes any copyright, trade secret or United States patent, (“Legal Action”). Alosant must also assume the defense of the Legal Action.
- 13.2 However, Alosant shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Hosted Software, or Work Product with software or products not supplied by Alosant; (ii) any repair, adjustment, modification or alteration to the Hosted Software by Customer or any third party; or (iii) any refusal by Customer to install and use a non-infringing version of the Hosted Software, or Work Product offered by Alosant. Section 4.2(ii) and this Section 13 state the entire liability of Alosant with respect to any intellectual property infringement by the Hosted Software or Work Product.
- 13.3 Customer must give written notice to Alosant of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and must give copies to Alosant of all communications, notices and/or other actions relating to the Legal Action. Customer must give Alosant the sole control of the defense of any Legal Action, must act in accordance with the reasonable instructions of Alosant and must give Alosant such assistance as Alosant reasonably requests to defend or settle such claim. Alosant must conduct its defense at all times in a manner that is not adverse to Customer’s interests. Customer may employ its own counsel to assist it with respect to any such claim. Customer must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Alosant or its counsel, or because Alosant fails to assume control of the defense. Customer must not settle or compromise any Legal Action without Alosant's express written consent. Alosant shall be relieved of its indemnification obligation under Section 13 if Customer materially fails to comply with Section 13.2.

14. Indemnification by Customer.

- 14.1 To the extent permitted by Florida law, and only to the extent that such indemnification is covered by the District’s insurance, Customer must indemnify and hold harmless Alosant, its affiliates, and its and their directors, officers, and employees from any damages finally awarded or agreed to in settlement against Alosant (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, third party claim or other third party legal action (including but not limited to any governmental investigations, complaints and

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actions) in connection with the Customer's use of the Hosted Software or Work Product (collectively the "Legal Claim"). Customer must also assume the defense of the Legal Claim.

- 14.2 Alosant must give written notice to Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim, and must give copies to Customer of all communications, notices and/or other actions relating to the Legal Claim. Alosant must give Customer the sole control of the defense of any Legal Claim, must act in accordance with the reasonable instructions of Customer and must give Customer such assistance as Customer reasonably requests to defend or settle such claim. Customer must conduct its defense at all times in a manner that is not adverse to Alosant's interests. Alosant may employ its own counsel to assist it with respect to any such claim. Alosant must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Customer or its counsel, or because Customer fails to assume control of the defense. Alosant must not settle or compromise any Legal Claim without Customer's express written consent. Customer shall be relieved of its indemnification obligation under Section 14 if Alosant materially fails to comply with Section 14.2.

- 15. Publicity.** Alosant may list Customer as a customer and use Customer's logo on Alosant's website, on publicly available customer lists, and in media releases.

16. Miscellaneous.

- 16.1 This Agreement together with the Order Form(s) represent the entire agreement of the parties, and supersede any prior or current understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form will prevail.
- 16.2 This Agreement may not be changed or any part waived except in writing by the parties.
- 16.3 This Agreement will be governed by the laws of Florida. The parties consent to the exercise of exclusive jurisdiction by the state or federal courts in the State of Florida for any claim relating to this Agreement.
- 16.4 Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Alosant. Alosant may not withhold such consent in the case of an assignment by Customer of its rights and obligations to an entity that has acquired all, or substantially all of Customer's assets, or to an assignment that is part of a genuine corporate restructure. Any assignment in breach of this Section is void.
- 16.5 Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid or by recognized overnight courier to the address appearing in the beginning of this Agreement or as changed through written notice to the other party.
- 16.6 Customer must not export or re-export, directly or indirectly, any Hosted Software, Documentation, Work Product, or confidential information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.
- 16.7 The Hosted Software, Work Product, and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R.227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.
- 16.8 Alosant shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Alosant, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$1,000,000 aggregate); excess liability (\$1,000,000 per occurrence, \$1,000,000 aggregate); workers' compensation (statutory limits) and employers' liability (\$500,000 per accident); and, professional liability (\$1,000,000 per occurrence, \$1,000,000 aggregate). Such policies shall require that Customer be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. Alosant shall provide Customer upon request with certificates of insurance evidencing all of the above coverage.

PART FOUR – DEFINITIONS.

17. Glossary.

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- 17.1 “Customer Data” means any electronic information stored in the Hosted Software database.
- 17.2 “Documentation” means user documentation provided by Alosant for use with the Hosted Software, as periodically updated.
- 17.3 “Hosted Software” means the hosted software modules whose functionality is described in the Order Form, and any modifications periodically made by Alosant, but does not include the Professional Services.
- 17.4 “Order Form” means a document provided by Alosant and signed by Customer that describes Alosant’s service offering.
- 17.5 “Professional Services” means the training, consulting, development, and other professional services identified on a SOW, but do not include the Hosted Software.
- 17.6 “SOW” means a statement of work provided by Alosant and signed by Customer that describes the Professional Services to be provided by Alosant to Customer. Each SOW is an exhibit to an applicable Order Form.
- 17.7 “Work Product” means object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any works and other materials developed by Alosant in providing the Professional Services to Customer.



SOFTWARE LICENSE AGREEMENT

TRIBUTARY APP

Work Order Form				
Customer: Three Rivers Community Development District			Contact: Gregg Kern	
Address: 2300 Glades Road, Suite 401W, Boca Raton, FL 33431			Phone: 904-996-2485	
Email: gkern@greenpointllc.com			Fax:	
Hosted Software License:				
Modules	Start Date	End Date	Fees	Total Fees
Under 500 homes	9/1/2023	8/31/2024	\$15,588/yr	\$15,588
501-1000 Homes \$1599/mo	9/1/2024	8/31/2025		
1001-1700 Homes \$1799/mo	9/1/2025	8/31/2026		
1701-2500 Homes \$1999/mo				
Software license is calculated annually based on the number of completed homes. No retroactive fees will apply to prior year(s).				
Services fee:				
Service	Start Date	End Date	Fees	Total Fees
Implementation			\$2000	\$2000
CX Team – includes 6 hr/mo. If routinely + 25% over, Alosant may impose an hourly rate.			\$165/hr	
API Integration/Dev Changes			\$2500	
Alosant Azul – Access Connector & Spacer, software upgrade req'd			\$250/device	
Total Professional Services Fees				\$2000
Payment Schedule: Software license fees invoiced annually one month prior to the start of the period.				
Term: 3 years				
Additional: Unique product requests are subject to review and may require your agreement to additional development fees. Product improvements to existing functionality are captured within this agreement. New functionality may require incremental software license fees. Alosant Azul Access Control system requires hardware and software fees.				

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AGREEMENT

This agreement ("Agreement") is entered into as of _____ (the "Effective Date") between Three Rivers Community Development District at 2300 Glades Road, Suite 401W, Boca Raton, FL 33431, and Alosant Inc at 4150 Valley Commons Drive, Bozeman, MT 59718. This Agreement includes and incorporates the above Order Form, the Company Software as a Services Agreement, which: (i) has been previously provided and agreed to by Customer; or (ii) is attached hereto, as well as any Order Forms entered into by the parties.

Company: ALOSANT INC

By: April LaMon

Name: April LaMon

Title: Co-Founder & CEO

**Customer: THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: Gregg F. Kern

Name: Gregg F. Kern

Title: Chairman

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

4

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY POLICIES AND RATES

ADOPTED AUGUST 31, 2022

AMENDED

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMENITIES ACCESS AND USAGE

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

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

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

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

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the department of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Keys.** Access Keys will be issued to each Household at the time they are closing upon property within the District, upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. In the event a Household is not issued Access Keys at the time of closing, Access Keys will be provided by the Lifestyle Director subsequent to closing. Proof of property ownership may be required annually. All Patrons must use their Access Key for entrance to certain portions of the Amenities. Access Keys shall not be issued to Non-Residents. A maximum of four (4) Access Keys will be issued per Household. Please see www.tributarylivinghoa.com for instructions on how to register for an Access Key.

All Patrons must use their Access Keys for entrance to the Amenity Facilities. Each Household will be authorized initial Access Keys free of charge after which a fee shall be charged for each additional Access Key in accordance with the Amenity Rates then in effect.

Patrons must use their Access Keys to gain access to certain portions of the Amenities. This Access Key system provides a security and safety measure for Patrons and protects portions the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Key to another person, whether Patron or non-Patron, to allow access to the Amenities.

- (8) All Patrons are encouraged to consult their physician before beginning an exercise or recreation program in connection with the use of the Amenity Facilities.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** Minors sixteen (16) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Keys.** Each Patron must, when applicable, use an Access Key in order to access the Amenities and must have his or her assigned Access Key in their possession and available for inspection upon District Staff's request. Access Keys are only to be used by the Patron to whom they are issued. Please see www.tributarylivinghoa.com for instructions on how to register for an Access Key.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATV's) and non-street-legal motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Bicycles, Skateboards, Etc.** Bicycles, skateboards, rollerblades or similar apparatus are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, sport courts, playground area and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items are in need

of repair, maintenance or cleaning.

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

SMOKING, DRUGS AND ALCOHOL

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

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

ALCOHOL POLICIES

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

SERVICE ANIMAL POLICY

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

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

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

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Pool Deck.** The pool deck includes the area described as the surface area surrounding the pool including paved and unpaved areas located inside the gates..
- (3) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (4) **Supervision of Minors.** Minors ~~sixteentwelve~~ (16²) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (5) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Use of water toys, such as pool noodles, inflatable rafts, balls, pool floats and other toys and equipment shall be at the sole discretion of the Lifestyle Director, or their designee.-
- (6) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (7) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area, and, for repetitive behavior, may result in the enforcement of the suspension/termination provisions set forth herein.
- (8) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (11) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (12) **Entrances.** Pool entrances must be kept clear at all times.
- (13) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

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

FITNESS CENTER POLICIES

- (1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons shall consult District Staff for any questions or concerns about the equipment.
- (2) **Usage Restrictions.** Patrons ages ~~six~~fourteen (164) years and older may use the fitness center, but any minor between the ages of ~~fourteen~~~~sixteen~~ (164) and eighteen (18) must have a fully executed waiver on file in substantially the form attached hereto as **Exhibit D**. No children under the age of (164) years are allowed in the fitness center at any time.
- (3) **Attire.** Appropriate attire including appropriate athletic gears such as shorts and shirts and closed toed athletic footwear must be worn at all times in the fitness center.
- (4) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
- (5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.
- (6) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Individuals are responsible for wiping down fitness equipment after use.
- (7) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited.
- (8) **Hand Chalk.** Hand chalk is not permitted.
- (9) **Personal Items.** No bags, gear, or clothing are permitted on the floor of the fitness center or on the fitness equipment.
- (10) **Courtesy.** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work” in between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- (11) **Maintenance.** All concerns, equipment malfunctions and maintenance needs should be reported to District Staff immediately.
- (12) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

PICKLEBALL COURT POLICIES

- (1) **Use at Own Risk.** Patrons may use the pickleball courts at their own risk and must comply with all posted signage. All Patrons are encouraged to consult their physician before beginning an exercise program and using the pickleball courts.
- (2) **Hours of Operation.** Unless otherwise posted, the pickleball courts are open from dawn until dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for minors ~~sixfour~~teen (164) years of age or under.
- (4) **No Reservations.** The pickleball courts are available for use by Patrons on a first-come, first-serve basis and cannot be reserved. If another Patron is waiting, pickleball court usage shall be limited to one (1) hour.
- (5) **Attire.** Appropriate athletic attire including shorts, shirts and closed toed athletic footwear must be always worn in the pickleball courts. No black soled shoes are permitted.
- (6) **Food and Drinks.** Food and gum are not permitted on the pickleball courts. Drinks must be in a non-breakable spill-proof container. Patrons are responsible for clean-up of any food or drinks brought by them to the pickleball courts.
- (7) **Prohibited Equipment.** No bicycles, scooters, skateboards, rollerblades or other equipment are permitted on the pickleball courts. No chairs, other than those provided by the District, are permitted on the pickleball courts.
- (8) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.
- ~~(8)~~(9) Bags/gear must be stored in the appropriate areas. District Staff is not responsible for lost or stolen items.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children ~~sixfour~~teen (164) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

DOG PARK POLICIES

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

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

FIRE PIT POLICIES

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

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

FACILITY RENTAL POLICIES

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

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

KAYAK FACILITY RENTAL POLICIES

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

Only Patrons are authorized to rent the Equipment.

Before renting the Equipment, Renters must sign the Parental Consent and Waiver Agreement attached hereto and return it to ~~a CDD representative or the Lifestyle Director~~ District Staff for any minors using the Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

Capsizing of boats is prohibited.

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

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes AT THEIR OWN RISK.- However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property. Additionally, in accordance with that certain Declaration of Covenants, Conditions, and Restrictions for Tributary dated June 15, 2020, as may be amended from time-to-time (the "Declaration"), owners of property lying contiguous to the District Lakes shall maintain the lawn, in accordance with the Declaration, to the Lake's waterline.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Amenity Facilities.
2. **Violations.** The privileges of a Patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a) Submits false information on any application for use of the Amenities;
 - b) Permits the unauthorized use of an Access Key;
 - c) Exhibits unsatisfactory behavior, deportment or appearance;
 - d) Fails to pay fees owed to the District in a proper and timely manner;
 - e) Fails to abide by any policies or rules established for the use of the Amenities;
 - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
 - g) Damages or destroys District property; or
 - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, ~~the District Manager, or Lifestyle Director, District Staff~~ shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Lifestyle Director, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by ~~the District Manager or Lifestyle Director Staff~~, as the case may be.
4. **Suspension by the District Manager or Lifestyle Director / Appeal of Suspension.** ~~The District Manager, or the Lifestyle Director, Staff~~ may at any time suspend a Patron's privileges to use the Amenity Facilities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Lifestyle Director, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. **Suspension or Termination by the Board.** ~~The District Manager, or the Lifestyle Director~~Staff, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

Prior to using the Amenity Facilities, all Guests shall be required to execute the Guest Pass/Liability Waiver Form attached hereto as part of Composite Exhibit D.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on _____, 20__ by the Board of Supervisors for the Three Rivers Community Development District, at a duly noticed public hearing and meeting.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form
- Exhibit C:** Amenity Rental Application Form
- Composite Exhibit D:** Parental Waiver and Release Form and Guest Pass/Liability Waiver Form

**EXHIBIT A
AMENITY RATES**

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

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¹ The Social Room may not be subdivided for separate rentals. The maximum rental time period is five hours, and rental time periods, regardless of the duration, shall include set up and tear down

² The Social Room may not be subdivided for separate rentals. The maximum rental time period is five hours, and rental time periods, regardless of the duration, shall include set up and tear down

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

Amenities Access Registration Form: Adopted _____, 20__

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Key(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the misuse of my or my family members' Access Key. It is understood that Access Keys are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Three Rivers Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, Florida Statutes. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida
County of _____

The foregoing was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by _____ who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Three Rivers Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Three Rivers Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
(561) 571-0010
Email: www.whhassociates.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

ADDITIONAL INFORMATION:

Phase ___ - ___ Phase ___ - ___ Phase ___ - ___

New Construction: ___ Re-Sale: ___ Prior Owner: _____

Rental: ___ Landlord/Owner: _____

Lease Term: _____ Tenant/Renter: _____

EXHIBIT C
AMENITY RENTAL APPLICATION

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

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

I agree to defend, indemnify and hold harmless the Three Rivers Community Development District, and its agents, supervisors, officers, directors, employees and professional staff from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death and/or property damage of any nature arising out of or in connection with the use of the District's Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other applicable law.

I have read, understand and agree to abide by all policies and rules of the District governing the District Amenities, including but not limited to the District's Rules of Procedure and Amenity Policies and Rates, all as may be amended from time to time (collectively, "policies and rules"). Failure to adhere to the District's policies and rules may result in the suspension or termination of my or my family members' privileges to use or access the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members and my guests. If requested, I will obtain an event insurance policy naming the Three Rivers Community Development District and their agents, supervisors, officers, directors, employees and professional staff as additional insured.

 Signature of Applicant Date

Please initial by each:

_____ **The reservation is not ~~confirmed-reviewed~~ until both the completed Amenity Rental Application Form, and the Deposit and rental fee have _____ been received ~~by~~ Three Rivers Community Development District Staff.**

_____ There is a maximum capacity of ~~5065~~ persons for the Social Room. Patrons must inform their guests that once the scheduled Event is completed, all guests are requested to exit. Please note: Existing seating accommodates 39 guests.

_____ The five (5) hour maximum time limit includes set-up and post-event clean up and applies to all guests in attendance.

_____ Standard guest policy applies outside the scheduled rental timeframe and to all other District amenities during the rental timeframe. For the time of the scheduled use (reservation) the renter has the exclusive use of the Social Room only. The pool area, covered pavilion, fitness center and park areas will remain open to all Patrons of the Amenity Facilities in accordance with then-applicable hours of operation.

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

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

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

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

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~~submitted to District Staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fourteen (14) days prior to the reservation date will forfeit the Deposit.~~

Additional fees may be assessed if the clean-up is incomplete, event is not limited to reservation time frame or there is damage to the Amenities.

For District Use Only:

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

Received By: _____

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

Received By: _____

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

Waiver and Release Form: Adopted _____, 20__

CONSENT AND WAIVER AGREEMENT

Notice to minor child's natural guardian, pursuant to Section 744.301, Florida Statutes:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The Three Rivers Community Development District, pursuant to Chapter 190, Florida Statutes, owns and operates certain recreational facilities including a Fitness Center with aerobic and weight machines (the "Fitness Center"). It is the District's policy that the Fitness Center is to be used by only Patrons, as such term is defined in the District's Amenity Policies and Rates, as amended from time to time (the "Policies"), who are ~~eighteen~~ eighteen years of age or older. The policies provide that Patrons between the ages of ~~fourteen-sixteen~~ and seventeen may use the Fitness Center during regular operating hours if they have a waiver of liability fully executed and registered at the District Staff's office. This document serves as the waiver of liability contemplated by the Policies.

I, _____, the undersigned parent or legal guardian of _____, a minor child, on behalf of myself, my minor child, my personal representatives and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless and forever discharge the Three Rivers Community Development District, and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my child's use of the Fitness Center.

I expressly acknowledge that I assume all risk for all injuries and illness that may result from my child's participation in all use of the Fitness Center. I further acknowledge that my child's use of the Fitness Center, and all equipment therein, shall be in strict accordance with its intended use and in the manner for which it has been designed and the District may, in its sole discretion, withdraw its consent to my child's use if there is any misuse of the Fitness Center on my child's part. The District Staff shall have the authority to determine if any such misuse has occurred. I understand that the District is not responsible for personal property lost or stolen while participating in these activities. I further understand that no accident, medical or automobile coverage is provided for these activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I further understand that the Policies may be amended by the District, with or without cause and in the District's absolute sole discretion, at any time and without notice and I hereby waive any claim I may have against the District if such a change results in my child being no longer authorized to use the Fitness Center.

I am of at least eighteen (18) years or older and am freely signing this document. In addition to the foregoing, my execution of this document shall also serve as my consent and permission to my child's use of the Fitness Center. I have read this document and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.

Participant/Minor Child Name: _____ Participant/Minor Date of Birth: _____

Parent/Guardian Name: _____ Email Address: _____

Parent/Guardian Signature: _____

Date: _____

Address: _____

Emergency Contact: _____ Phone Number: _____

Three Rivers Community Development District GUEST PASS/LIABILITY WAIVER FORM

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

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

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

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

Signature of Guest

Date

Phone Number: _____

Address of Resident: _____

Resident Phone Number _____

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Composite Exhibit E
Consent and Waiver Agreement and
Guest Waiver and ReleaseCommunity Interest Groups

Community Group Guidelines

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

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

I. Guidelines

- A. Community Group Purpose: The purpose of a Tributary Community Group is to bring together, in an organized manner, Tributary residents who have common interests and/or talents and to promote a robust lifestyle.
- B. Community Group Qualifications
 - a. Membership
 - i. Residents who wish to start a Community Group must complete a *Community Group Application* (Exhibit A to Community Group Guidelines) for approval by the ~~Lifestyle Director~~ Three Rivers Board of Supervisors prior to starting activities.
 - ii. A proposed Community Group must have a minimum of ten (10) Tributary Residents before it may reserve space at the Tributary Amenity Center. If a Community Group needs additional members, the Lifestyle Director may, upon request, assist in gauging interest and promoting the Community Group through the Tributary Newsletter.
 - iii. Only Tributary Residents may be Community Group members. Guest participation in accordance with the guest policy is allowed at the discretion of the Community Group leader, but may not be counted toward the minimum number of members required to start a Community Group or prohibit a resident from attending due to capacity limitations. All guests participating in Community Group activities must be accompanied by a Resident.
 - iv. Although the focus of a particular Community Group may appeal to the special interests of only some residents, Community Groups may not deny membership or participation in activities to any Tributary resident based on race, religion, ethnic background, national heritage, familial status, age or any other legally protected class.
 - v. A Community Group may not limit the number of residents permitted to join the Group. The number of Members in a given Group event may, however, be limited due to the size of the facility; safety concerns, or space requirements. Other caps or limitations must be pre-approved.
 - b. Administrators
 - i. Community Groups must have at least one (1) designated Group Leader who provides the Lifestyle Director with contact information to be provided in the Tributary Newsletter communications and/or for other publications.
 - ii. The Interest Group leader shall be specified as part of the initial Community Group application.
 - iii. The designated Group Leader must sign the Three Rivers CDD Amenity Policies & Rates and agree to ensure the Group abides by the Three Rivers CDD Amenity Policies & Rates.
 - iv. The designated Group Leader agrees to notify the Management team immediately if violations of the Amenity Center guidelines are committed by any Group members..
 - v. The Community Group Leader must apprise the Lifestyle Director on a regular basis of updates, activities, programs, and room reservation needs through hello@tributaryliving.com by the applicable submission deadline. All requests must be sent in writing to the Lifestyle Director at hello@tributaryliving.com by the 10th of the previous month to be included in the monthly newsletter. The Management staff is not required to be in attendance at Group meetings and/or functions, though may at times choose to attend. The Lifestyle Director will be available to assist in facilitating the usage of amenity space, communications, and calendar updates as provided by the Group Leader.
 - vi. The substance and activities of the Group are the responsibility of the Group Leader and other Members of the Group, so long as they are in compliance with the Three Rivers CDD Amenity Policies & Rates & other Governing Documents.
 - vii. The District reserves the right to remove Group Leaders who are found to be in violation of any of the defined Community guidelines.

- viii. The Group Leader and its members are responsible for all communications to Group Members. Group leaders shall create a distribution list for group communication or provide the complete communication to be included in the newsletter by the specified deadline.
- ix. The Group's designated leader will be responsible for keeping an updated contact list of all Group Members.
- x. Resident-run Facebook Groups and other forms of social media will not be monitored by the Lifestyle Director or Management staff.
- xi. Group communications to be advertised in the Tributary Newsletter concerning upcoming meetings, events, etc., must be received in its entirety by the Lifestyle Director no later than the 10th of the previous month.
- xii. The Lifestyle Director reserves the right to edit communications for brevity or readability, and/or to request the Group Leader to edit communications for clarity or other reasons.

c. Activities and Meetings

- i. Community Groups may not participate in or endorse any activity that is illegal or that could impact the Community's insurance coverage.
- ii. Community Groups must have a minimum of four (4) meetings and/or activities annually, either at a Tributary Amenity or other off-site location.
- iii. Community Groups may schedule additional meetings and use Amenity space contingent upon availability. Community Groups may use Amenity space for meetings and other activities, but the meeting duration and frequency may be limited, based on availability.
- iv. Amenity space shall be used "as-is." Any changes to the configuration must be made by the Community Group Members and the room must be restored to its original state upon completion of the meeting/event.
- v. Community Groups and its members must adhere to the Tributary-Three Rivers CDD Amenity Policies & Rates and all other Governing Documents.
- vi. Upon request, Community Groups must provide hello@tributaryliving.com a roster of the individuals who participated in a Group activity.

d. Supplies

- i. Community Groups must purchase their own equipment and materials.
- ii. A Community Group may request that the District purchase additional items by submitting such requests to the Lifestyle Director. Except as otherwise approved by the District, the cost of such items must be covered by the financial resources of the Community Group. If the item is deemed appropriate to be incorporated into the supplies of the Tributary Amenity, such items may be purchased by the District and, except as otherwise approved by the District, become the property of the District.
- iii. Community Groups must take supplies to/from the Amenity for their meetings.

C. Allocation and Use of Tributary Amenities

- a. Community Groups may reserve Amenity space free of charge for regular membership meetings and activities based on availability & Community Group approval during the Tributary Amenity operating hours.
- b. Free space allocation of Tributary Amenities depends on the availability of the rooms and other areas for meetings and activities. Community Groups that require space in addition to that allocated as part of their approved meeting schedule may be required to pay a rental fee. In such instances, the fee will be presented to the Community Group at the time the reservation is made.
- c. Community Groups are expected to perform whatever cleanup (including trash removal, sweeping, etc.) is necessary to leave the Amenity in the same or better condition than it was upon arrival. In the event an Amenity space is not returned to its original condition after group use, the District may charge the Community Group a cleaning fee.
- d. Groups will be permitted thirty (30) minutes of set-up before and thirty (30) minutes of clean-up time after an Amenity Center event if the Amenity is otherwise unreserved at those times.
- e. Groups requiring more than thirty (30) minutes of set-up and/or clean-up time must receive prior approval.
- f. Groups may be limited in terms of duration and frequency & schedule of meetings is subject to change at the discretion of management, availability, and demand.

D. Promotion

- a. Community Groups must provide the Lifestyle Director with a description of their purpose and activities for use in community marketing materials and electronic communications.
- b. The Tributary Newsletter e-mails advertise Community Groups, which will specify the meeting schedule and Group Leader's name and contact information. Each Community Group Leader is responsible for submitting any changes to the Community Group's information to the Lifestyle Director via email.
- c. If a Community Group wishes to promote an event or meeting on the Tributary calendar or within the Tributary e-mail, all information (event description, date, time, location, and RSVP request) must be sent via e-mail to hello@tributaryliving.com by the specified submission deadline.
- d. Communications must be received in their entirety by email to the Lifestyle Director. The Lifestyle Director reserves the right to edit communications for brevity or readability, and/or to request the Group Administrator to edit communications for clarity or other reasons.

E. Dues, Financial Management, and Liability

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

F. Compliance and Authority

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

EXHIBIT A- COMMUNITY GROUP APPLICATION

Date Submitted: _____

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

Club & Interest Group Information

Group Leader Name: _____

Address: _____

Phone: _____

Email Address: _____

Community Group Name: _____

Description: _____

Proposed Meeting Dates: _____

Proposed Meeting Times: _____

Proposed Events: _____

Required Roster Provided? YES NO _____

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

Resident Signature: _____

Management Review

Approved _____ Denied _____

Comments: _____

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THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

A

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2023**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2023**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Debt Service Fund Series 2021B SSA	Debt Service Fund Series 2023	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021B	Capital Projects Fund Series 2021B SSA	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS											
Cash	\$ 124,649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,649
Investments	-										
Revenue	-	628,729	308	2,803	9,071	-	-	-	-	-	640,911
Reserve	-	939,244	3,325	14,850	285,594	1,040,597	-	-	-	-	2,283,610
Prepayment	-	241,778	261	184,954	530	-	-	-	-	-	427,523
Construction	-	-	-	-	-	-	-	5,168	104,975	2,705,645	2,815,788
Construction - master	-	-	-	-	-	-	5,045	-	-	-	5,045
Construction - neighborhood	-	-	-	-	-	-	1	-	-	-	1
Cost of issuance	-	-	-	-	-	112,302	-	-	-	-	112,302
Capitalized interest	-	-	-	-	-	224,103	-	-	-	-	224,103
Interest	-	-	-	3,373	-	-	-	-	-	-	3,373
General redemption	-	-	-	-	477	-	-	-	-	-	477
Undeposited funds	250	-	-	-	-	-	-	-	-	-	250
Due from Three Rivers Developers	-	-	-	-	-	-	-	30,740	4,300	-	35,040
Due from Nassau County	-	-	-	-	-	-	-	-	38,898	-	38,898
Due from other	-	-	-	-	-	-	-	6	450	-	456
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	-	-	5,509
Utility deposit	33,967	-	-	-	-	-	-	-	-	-	33,967
Prepaid expense	26,810	-	-	-	-	-	-	-	-	-	26,810
Total assets	<u>\$ 185,676</u>	<u>\$ 1,809,751</u>	<u>\$ 9,403</u>	<u>\$ 205,980</u>	<u>\$ 295,672</u>	<u>\$ 1,377,002</u>	<u>\$ 5,046</u>	<u>\$ 35,914</u>	<u>\$ 148,623</u>	<u>\$ 2,705,645</u>	<u>\$ 6,778,712</u>
LIABILITIES											
Liabilities:											
Accounts payable	\$ 21,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21,103
Due to Developer	246	-	-	-	-	-	-	-	-	-	246
Due to other	319	-	-	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	-	-	5,509
Contracts payable	-	-	-	-	-	-	-	33,270	84,307	112,545	230,122
Retainage payable	-	-	-	-	-	-	-	23,693	366,601	165,186	555,480
Accrued taxes payable	92	-	-	-	-	-	-	-	-	-	92
Developer advance	20,000	-	-	-	-	-	-	-	-	-	20,000
Total liabilities	<u>41,760</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>56,963</u>	<u>450,908</u>	<u>277,731</u>	<u>832,871</u>
DEFERRED INFLOWS OF RESOURCES											
Deferred receipts	-	-	-	-	-	-	-	30,740	43,198	-	73,938
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,740</u>	<u>43,198</u>	<u>-</u>	<u>73,938</u>
FUND BALANCES											
Assigned:											
Restricted for											
Debt service	-	1,804,242	9,403	205,980	295,672	1,377,002	-	-	-	-	3,692,299
Capital projects	-	-	-	-	-	-	5,046	(51,789)	(345,483)	2,427,914	2,035,688
Unassigned	143,916	-	-	-	-	-	-	-	-	-	143,916
Total fund balances	<u>143,916</u>	<u>1,804,242</u>	<u>9,403</u>	<u>205,980</u>	<u>295,672</u>	<u>1,377,002</u>	<u>5,046</u>	<u>(51,789)</u>	<u>(345,483)</u>	<u>2,427,914</u>	<u>5,871,903</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 185,676</u>	<u>\$ 1,809,751</u>	<u>\$ 9,403</u>	<u>\$ 205,980</u>	<u>\$ 295,672</u>	<u>\$ 1,377,002</u>	<u>\$ 5,046</u>	<u>\$ 35,914</u>	<u>\$ 148,623</u>	<u>\$ 2,705,645</u>	<u>\$ 6,778,712</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 648,373	\$ 644,345	101%
Developer contribution	-	110,564	122,976	90%
Lot closing	-	13,365	-	N/A
Interest and miscellaneous	750	3,028	-	N/A
Total revenues	<u>750</u>	<u>775,330</u>	<u>767,321</u>	101%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	5,400	9,000	60%
FICA	-	413	918	45%
Engineering	675	5,839	8,500	69%
Attorney	2,112	13,187	25,000	53%
Arbitrage	-	500	500	100%
DSF accounting: series 2019	625	6,875	7,500	92%
DSF accounting: series 2021	625	6,875	7,500	92%
DSF accounting: series 2022	-	-	7,500	0%
Dissemination agent: series 2019	83	917	1,000	92%
Dissemination agent: series 2021-B1	83	917	1,000	92%
Dissemination agent: series 2021-B2	83	917	1,000	92%
Dissemination agent: series 2022	-	-	1,000	0%
Trustee: series 2019	5,950	10,206	4,050	252%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	-	-	4,000	0%
Trustee: series 2022	-	-	4,000	0%
Audit	-	8,000	6,000	133%
Management	3,750	41,250	45,000	92%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	458	500	92%
Postage	59	684	500	137%
Insurance	-	5,988	5,500	109%
Printing & binding	42	458	500	92%
Legal advertising	-	2,469	1,500	165%
Other current charges	-	116	500	23%
Office supplies	-	593	-	N/A
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	-	19,807	13,424	148%
Total professional & administrative	<u>14,129</u>	<u>132,044</u>	<u>160,982</u>	82%

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Landscape maintenance	27,933	189,976	147,400	129%
Landscape contingency	-	1,350	7,700	18%
Electric	2,696	27,812	19,800	140%
Reclaimed water	1,426	35,852	44,000	81%
Lake/stormwater maintenance	2,660	13,730	15,180	90%
Irrigation repairs	-	2,302	11,000	21%
Waste pickup	-	-	1,000	0%
Accounting	625	6,875	7,500	92%
Total operations & maintenance	<u>35,340</u>	<u>277,897</u>	<u>253,580</u>	110%
Amenity center				
Utilities				
Telephone & cable	676	4,863	9,566	51%
Electric	2,948	23,236	17,500	133%
Water/irrigation	-	-	18,666	0%
Gas	107	698	1,750	40%
Trash removal	186	2,271	2,916	78%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	-	-	14,466	0%
Access cards	-	3,196	1,166	274%
Management contracts				
Landscape mainenance	-	7,914	30,526	26%
Landscape seasonal (annuals & pine straw)	-	15,682	9,334	168%
Landscape contingency	-	2,650	-	N/A
Pool maintenance	2,350	23,500	28,200	83%
Pool repairs	-	174	5,834	3%
Pool chemicals	-	-	14,000	0%
Janitorial services	3,195	27,567	16,030	172%
Janatorial supplies	1,288	1,288	3,500	37%
Facility maintenance	400	5,799	17,500	33%
Fitness equipment lease	3,130	34,428	38,300	90%
Pest control	140	1,680	1,750	96%
Pool permits	-	-	1,166	0%
Repairs & maintenance	2,445	20,365	9,334	218%
Maintenance reserves	-	-	14,594	0%
New capital projects	-	-	10,000	0%
Special events	13,481	48,023	11,666	412%
Holiday decorations	-	11,015	12,666	87%
Fitness center repairs/supplies	-	-	3,500	0%
Office supplies	2,443	8,469	584	1450%
Operating supplies	-	1,463	10,850	13%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	39,889	30,000	133%
Kayak launch	-	-	15,000	0%
Total amenity center	<u>32,789</u>	<u>284,170</u>	<u>352,748</u>	81%
Total expenditures	<u>82,258</u>	<u>694,111</u>	<u>767,310</u>	90%
Excess/(deficiency) of revenues over/(under) expenditures	(81,508)	81,219	11	
Fund balances - beginning	225,424	62,697	-	
Fund balances - ending	<u>\$ 143,916</u>	<u>\$ 143,916</u>	<u>\$ 11</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 AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 772,563	\$ 778,720	99%
Assessment levy: off-roll	-	164,302	198,678	83%
Assessment prepayments	237,702	757,502	-	N/A
Lot closing	5,434	13,618	-	N/A
Interest	8,313	62,337	5,000	1247%
Total revenues	<u>251,449</u>	<u>1,770,322</u>	<u>982,398</u>	180%
EXPENDITURES				
Debt service				
Principal	-	270,000	275,000	98%
Principal prepayment	500,000	585,000	-	N/A
Interest 11/1	5,719	342,861	340,650	101%
Interest 5/1	-	334,916	340,650	98%
Total debt service	<u>505,719</u>	<u>1,532,777</u>	<u>956,300</u>	160%
Other fees & charges				
Tax collector	-	15,411	16,223	95%
Total other fees and charges	<u>-</u>	<u>15,411</u>	<u>16,223</u>	95%
Total expenditures	<u>505,719</u>	<u>1,548,188</u>	<u>972,523</u>	159%
Excess/(deficiency) of revenues over/(under) expenditures	(254,270)	222,134	9,875	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(4,070)	-	N/A
Total other financing sources	<u>-</u>	<u>(4,070)</u>	<u>-</u>	N/A
Net change in fund balances	(254,270)	218,064	9,875	
Fund balances - beginning	2,058,512	1,586,178	1,354,063	
Fund balances - ending	<u>\$ 1,804,242</u>	<u>\$ 1,804,242</u>	<u>\$ 1,363,938</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 AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,562	0%
Interest	15	141	-	N/A
Total revenues	<u>15</u>	<u>141</u>	<u>3,562</u>	4%
EXPENDITURES				
Debt service				
Principal prepayment	-	5,000	-	N/A
Interest 11/1	-	1,781	1,781	100%
Interest 5/1	-	1,663	1,781	93%
Total debt service	<u>-</u>	<u>8,444</u>	<u>3,562</u>	237%
Excess/(deficiency) of revenues over/(under) expenditures	15	(8,303)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	4,070	-	N/A
Total other financing sources	<u>-</u>	<u>4,070</u>	<u>-</u>	N/A
Net change in fund balances	15	(4,233)	-	
Fund balances - beginning	9,388	13,636	41,404	
Fund balances - ending	<u>\$ 9,403</u>	<u>\$ 9,403</u>	<u>\$ 41,404</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 AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 14,850	0%
Interest	661	7,895	-	N/A
Total revenues	<u>661</u>	<u>7,895</u>	<u>14,850</u>	53%
EXPENDITURES				
Debt service				
Principal prepayment	-	265,000	-	N/A
Interest	-	5,962	14,850	40%
Total debt service	<u>-</u>	<u>270,962</u>	<u>14,850</u>	1825%
Excess/(deficiency) of revenues over/(under) expenditures	661	(263,067)	-	
Fund balances - beginning	205,319	469,047	89,712	
Fund balances - ending	<u>\$ 205,980</u>	<u>\$ 205,980</u>	<u>\$ 89,712</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 AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 222,360	\$ 462,500	48%
Interest	2,368	18,365	-	N/A
Total revenues	<u>2,368</u>	<u>240,725</u>	<u>462,500</u>	52%
EXPENDITURES				
Debt service				
Interest	-	462,500	462,500	100%
Total debt service	<u>-</u>	<u>462,500</u>	<u>462,500</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	2,368	(221,775)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(178,544)	-	N/A
Total other financing sources	<u>-</u>	<u>(178,544)</u>	<u>-</u>	N/A
Net change in fund balances	2,368	(400,319)	-	
Fund balances - beginning	293,304	695,991	703,070	
Fund balances - ending	<u>\$ 295,672</u>	<u>\$ 295,672</u>	<u>\$ 703,070</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES			-	
Interest	\$ 1,462	\$ 1,462	-	N/A
Total revenues	<u>1,462</u>	<u>1,462</u>	<u>-</u>	N/A
EXPENDITURES				
Debt service				
Cost of issuance	-	93,500	-	N/A
Total debt service	<u>-</u>	<u>93,500</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	1,462	(92,038)	-	
OTHER FINANCING SOURCES/(USES)				
Receipt of bond proceeds	-	5,552,707	-	N/A
Original issue discount	-	(93,895)	-	N/A
Underwriter's discount	-	(300,400)	-	N/A
Pmt to refunding escrow agent	-	(3,866,278)	-	N/A
Transfers in	-	176,906	-	N/A
Total other financing sources	<u>-</u>	<u>1,469,040</u>	<u>-</u>	N/A
Net change in fund balances	1,462	1,377,002	-	
Fund balances - beginning	1,375,540	-	-	
Fund balances - ending	<u>\$ 1,377,002</u>	<u>\$ 1,377,002</u>	<u>\$ -</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 20	\$ 172
Total revenues	20	172
 EXPENDITURES		
Total expenditures	-	-
 Excess/(deficiency) of revenues over/(under) expenditures	20	172
 Fund balances - beginning	5,026	4,874
Fund balances - ending	\$ 5,046	\$ 5,046

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 102,768	\$ 930,932
Interest	2	2,502
Total revenues	102,770	933,434
EXPENDITURES		
Capital outlay	42,361	639,636
Total expenditures	42,361	639,636
 Excess/(deficiency) of revenues over/(under) expenditures	60,409	293,798
 Fund balances - beginning	 (112,198)	 (345,587)
Fund balances - ending	\$ (51,789)	\$ (51,789)

**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 AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ 233,887	\$ 10,518,954
Nassau County interlocal agreement	-	462,899
Interest	137	7,590
Total revenues	<u>234,024</u>	<u>10,989,443</u>
EXPENDITURES		
Capital outlay	<u>92,306</u>	<u>11,029,184</u>
Total expenditures	<u>92,306</u>	<u>11,029,184</u>
Excess/(deficiency) of revenues over/(under) expenditures	141,718	(39,741)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	3,142,703
Transfer out	-	<u>(3,141,065)</u>
Total other financing sources/(uses)	<u>-</u>	<u>1,638</u>
Net change in fund balances	141,718	(38,103)
Fund balances - beginning	<u>(487,201)</u>	<u>(307,380)</u>
Fund balances - ending	<u>\$ (345,483)</u>	<u>\$ (345,483)</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED AUGUST 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 9,349	\$ 9,349
Total revenues	<u>9,349</u>	<u>9,349</u>
EXPENDITURES		
Capital outlay	<u>1,727,135</u>	<u>7,048,728</u>
Total expenditures	<u>1,727,135</u>	<u>7,048,728</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,717,786)	(7,039,379)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	9,467,293
Transfer in	-	3,141,065
Transfer out	-	<u>(3,141,065)</u>
Total other financing sources/(uses)	<u>-</u>	<u>9,467,293</u>
Net change in fund balances	(1,717,786)	2,427,914
Fund balances - beginning	4,145,700	-
Fund balances - ending	<u>\$ 2,427,914</u>	<u>\$ 2,427,914</u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

B

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2023**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Debt Service Fund Series 2021B SSA	Debt Service Fund Series 2023	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021B	Capital Projects Fund Series 2021B SSA	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS											
Cash	\$ 112,876	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,876
Investments											
Revenue	-	635,276	322	2,877	10,686	5,459	-	-	-	-	654,620
Reserve	-	906,200	3,325	14,850	285,594	1,039,492	-	-	-	-	2,249,461
Prepayment	-	275,290	262	185,346	530	-	-	-	-	-	461,428
Construction	-	-	-	-	-	-	-	97,911	150,556	721,461	969,928
Construction - master	-	-	-	-	-	-	5,067	-	-	-	5,067
Construction - neighborhood	-	-	-	-	-	-	1	-	-	-	1
Cost of issuance	-	-	-	-	-	19,914	-	-	-	-	19,914
Capitalized interest	-	-	-	-	-	225,041	-	-	-	-	225,041
Interest	-	-	-	3,388	-	-	-	-	-	-	3,388
General redemption	-	-	-	2	477	-	-	-	-	-	479
Undeposited funds	1,105	-	-	-	-	-	-	-	-	-	1,105
Due from Three Rivers Developers	51,486	-	-	-	-	-	-	3,585	207,360	-	262,431
Due from Nassau County	-	-	-	-	-	-	-	-	115,327	-	115,327
Due from other	-	-	-	-	-	-	-	6	450	-	456
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	-	-	5,509
Utility deposit	33,967	-	-	-	-	-	-	-	-	-	33,967
Prepaid expense	8,543	-	-	-	-	-	-	-	-	-	8,543
Total assets	<u>\$ 207,977</u>	<u>\$ 1,816,766</u>	<u>\$ 9,418</u>	<u>\$ 206,463</u>	<u>\$ 297,287</u>	<u>\$ 1,289,906</u>	<u>\$ 5,068</u>	<u>\$ 101,502</u>	<u>\$ 473,693</u>	<u>\$ 721,461</u>	<u>\$ 5,129,541</u>
LIABILITIES											
Liabilities:											
Accounts payable	\$ 141,517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	141,517
Due to Developer	246	-	-	-	-	-	-	-	-	-	246
Credit Card	1,038	-	-	-	-	-	-	-	-	-	1,038
Due to other	319	-	-	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	-	-	5,509
Contracts payable	-	-	-	-	-	-	-	97,755	331,944	1,409,036	1,838,735
Retainage payable	-	-	-	-	-	-	-	23,693	400,454	335,875	760,022
Accrued taxes payable	92	-	-	-	-	-	-	-	-	-	92
Developer advance	20,000	-	-	-	-	-	-	-	-	-	20,000
Total liabilities	<u>163,212</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>121,448</u>	<u>732,398</u>	<u>1,744,911</u>	<u>2,767,478</u>
DEFERRED INFLOWS OF RESOURCES											
Deferred receipts	51,486	-	-	-	-	-	-	3,585	322,687	-	377,758
Total deferred inflows of resources	<u>51,486</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,585</u>	<u>322,687</u>	<u>-</u>	<u>377,758</u>
FUND BALANCES											
Assigned:											
Restricted for											
Debt service	-	1,811,257	9,418	206,463	297,287	1,289,906	-	-	-	-	3,614,331
Capital projects	-	-	-	-	-	-	5,068	(23,531)	(581,392)	(1,023,450)	(1,623,305)
Unassigned	(6,721)	-	-	-	-	-	-	-	-	-	(6,721)
Total fund balances	<u>(6,721)</u>	<u>1,811,257</u>	<u>9,418</u>	<u>206,463</u>	<u>297,287</u>	<u>1,289,906</u>	<u>5,068</u>	<u>(23,531)</u>	<u>(581,392)</u>	<u>(1,023,450)</u>	<u>1,984,305</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 207,977</u>	<u>\$ 1,816,766</u>	<u>\$ 9,418</u>	<u>\$ 206,463</u>	<u>\$ 297,287</u>	<u>\$ 1,289,906</u>	<u>\$ 5,068</u>	<u>\$ 101,502</u>	<u>\$ 473,693</u>	<u>\$ 721,461</u>	<u>\$ 5,129,541</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 648,373	\$ 644,345	101%
Developer contribution	56,419	166,983	122,976	136%
Lot closing	-	13,365	-	N/A
Interest and miscellaneous	3,265	6,293	-	N/A
Total revenues	<u>59,684</u>	<u>835,014</u>	<u>767,321</u>	109%
EXPENDITURES				
Professional & administrative				
Supervisor fees	-	5,400	9,000	60%
FICA	-	413	918	45%
Engineering	641	6,481	8,500	76%
Attorney	2,198	15,385	25,000	62%
Arbitrage	-	500	500	100%
DSF accounting: series 2019	625	7,500	7,500	100%
DSF accounting: series 2021	625	7,500	7,500	100%
DSF accounting: series 2022	1,875	1,875	7,500	25%
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%
Dissemination agent: series 2022	250	250	1,000	25%
Trustee: series 2019	-	10,206	4,050	252%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	4,031	4,031	4,000	101%
Trustee: series 2022	-	-	4,000	0%
Audit	-	8,000	6,000	133%
Management	3,750	45,000	45,000	100%
Website	705	705	705	100%
ADA compliance	-	-	210	0%
Telephone	42	500	500	100%
Postage	46	727	500	145%
Insurance	-	5,988	5,500	109%
Printing & binding	42	500	500	100%
Legal advertising	272	2,741	1,500	183%
Other current charges	-	116	500	23%
Office supplies	-	593	-	N/A
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	-	19,807	13,424	148%
Total professional & administrative	<u>15,351</u>	<u>147,393</u>	<u>160,982</u>	92%

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Landscape maintenance	46,766	236,742	147,400	161%
Landscape contingency	-	1,350	7,700	18%
Electric	8,348	36,159	19,800	183%
Reclaimed water	5,521	41,373	44,000	94%
Lake/stormwater maintenance	2,930	16,660	15,180	110%
Irrigation repairs	-	2,302	11,000	21%
Waste pickup	-	-	1,000	0%
Accounting	625	7,500	7,500	100%
Total operations & maintenance	<u>64,190</u>	<u>342,086</u>	<u>253,580</u>	135%
Amenity center				
Utilities				
Telephone & cable	233	5,096	9,566	53%
Electric	2,786	26,022	17,500	149%
Water/irrigation	-	-	18,666	0%
Gas	44	742	1,750	42%
Trash removal	191	2,462	2,916	84%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	-	-	14,466	0%
Access cards	2,880	6,076	1,166	521%
Management contracts				
Landscape maintenance	69,800	77,714	30,526	255%
Landscape seasonal (annuals & pine straw)	4,360	20,043	9,334	215%
Landscape contingency	-	2,650	-	N/A
Pool maintenance	4,700	28,200	28,200	100%
Pool repairs	2,525	2,699	5,834	46%
Pool chemicals	-	-	14,000	0%
Janitorial services	3,410	30,977	16,030	193%
Janitorial supplies	402	1,690	3,500	48%
Facility maintenance	3,581	9,380	17,500	54%
Fitness equipment lease	3,130	37,558	38,300	98%
Pest control	350	2,030	1,750	116%
Pool permits	-	-	1,166	0%
Repairs & maintenance	1,764	22,130	9,334	237%
Maintenance reserves	-	-	14,594	0%
New capital projects	-	-	10,000	0%
Special events	23,042	71,066	11,666	609%
Holiday decorations	-	11,015	12,666	87%
Fitness center repairs/supplies	-	-	3,500	0%
Office supplies	664	9,133	584	1564%
Operating supplies	552	2,015	10,850	19%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	39,889	30,000	133%
Kayak launch	-	-	15,000	0%
Uncoded expense	6,366	6,366	-	N/A
Total amenity center	<u>130,780</u>	<u>414,953</u>	<u>352,748</u>	118%
Total expenditures	<u>210,321</u>	<u>904,432</u>	<u>767,310</u>	118%
Excess/(deficiency) of revenues over/(under) expenditures	(150,637)	(69,418)	11	
Fund balances - beginning	143,916	62,697	-	
Fund balances - ending	<u>\$ (6,721)</u>	<u>\$ (6,721)</u>	<u>\$ 11</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, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 772,563	\$ 778,720	99%
Assessment levy: off-roll	-	164,302	198,678	83%
Assessment prepayments	-	757,502	-	N/A
Lot closing	-	13,618	-	N/A
Interest	7,015	69,352	5,000	1387%
Total revenues	<u>7,015</u>	<u>1,777,337</u>	<u>982,398</u>	181%
EXPENDITURES				
Debt service				
Principal	-	270,000	275,000	98%
Principal prepayment	-	585,000	-	N/A
Interest 11/1	-	342,861	340,650	101%
Interest 5/1	-	334,916	340,650	98%
Total debt service	<u>-</u>	<u>1,532,777</u>	<u>956,300</u>	160%
Other fees & charges				
Tax collector	-	15,411	16,223	95%
Total other fees and charges	<u>-</u>	<u>15,411</u>	<u>16,223</u>	95%
Total expenditures	<u>-</u>	<u>1,548,188</u>	<u>972,523</u>	159%
Excess/(deficiency) of revenues over/(under) expenditures	7,015	229,149	9,875	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(4,070)	-	N/A
Total other financing sources	<u>-</u>	<u>(4,070)</u>	<u>-</u>	N/A
Net change in fund balances	7,015	225,079	9,875	
Fund balances - beginning	1,804,242	1,586,178	1,354,063	
Fund balances - ending	<u>\$ 1,811,257</u>	<u>\$ 1,811,257</u>	<u>\$ 1,363,938</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, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,562	0%
Interest	15	156	-	N/A
Total revenues	<u>15</u>	<u>156</u>	<u>3,562</u>	4%
EXPENDITURES				
Debt service				
Principal prepayment	-	5,000	-	N/A
Interest 11/1	-	1,781	1,781	100%
Interest 5/1	-	1,663	1,781	93%
Total debt service	<u>-</u>	<u>8,444</u>	<u>3,562</u>	237%
Excess/(deficiency) of revenues over/(under) expenditures	15	(8,288)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	4,070	-	N/A
Total other financing sources	<u>-</u>	<u>4,070</u>	<u>-</u>	N/A
Net change in fund balances	15	(4,218)	-	
Fund balances - beginning	9,403	13,636	41,404	
Fund balances - ending	<u>\$ 9,418</u>	<u>\$ 9,418</u>	<u>\$ 41,404</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, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 14,850	0%
Interest	483	8,378	-	N/A
Total revenues	<u>483</u>	<u>8,378</u>	<u>14,850</u>	56%
EXPENDITURES				
Debt service				
Principal prepayment	-	265,000	-	N/A
Interest	-	5,962	14,850	40%
Total debt service	<u>-</u>	<u>270,962</u>	<u>14,850</u>	1825%
Excess/(deficiency) of revenues over/(under) expenditures	483	(262,584)	-	
Fund balances - beginning	205,980	469,047	89,712	
Fund balances - ending	<u>\$ 206,463</u>	<u>\$ 206,463</u>	<u>\$ 89,712</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, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 222,360	\$ 462,500	48%
Interest	1,615	19,980	-	N/A
Total revenues	<u>1,615</u>	<u>242,340</u>	<u>462,500</u>	52%
EXPENDITURES				
Debt service				
Interest	-	462,500	462,500	100%
Total debt service	<u>-</u>	<u>462,500</u>	<u>462,500</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	1,615	(220,160)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(178,544)	-	N/A
Total other financing sources	<u>-</u>	<u>(178,544)</u>	<u>-</u>	N/A
Net change in fund balances	1,615	(398,704)	-	
Fund balances - beginning	295,672	695,991	703,070	
Fund balances - ending	<u>\$ 297,287</u>	<u>\$ 297,287</u>	<u>\$ 703,070</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 5,761	\$ 7,224
Total revenues	<u>5,761</u>	<u>7,224</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>92,857</u>	<u>186,358</u>
Total debt service	<u>92,857</u>	<u>186,358</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (87,096)	 (179,134)
 OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	5,552,707
Original issue discount	-	(93,895)
Underwriter's discount	-	(300,400)
Pmt to refunding escrow agent	-	(3,866,278)
Transfers in	-	176,906
Total other financing sources	<u>-</u>	<u>1,469,040</u>
Net change in fund balances	<u>(87,096)</u>	<u>1,289,906</u>
 Fund balances - beginning	 <u>1,377,002</u>	 <u>-</u>
Fund balances - ending	<u>\$ 1,289,906</u>	<u>\$ 1,289,906</u>

**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, 2023**

	Current Month	Year To Date
REVENUES		
Interest	\$ 22	\$ 194
Total revenues	22	194
 EXPENDITURES		
Total expenditures	-	-
 Excess/(deficiency) of revenues over/(under) expenditures	22	194
 Fund balances - beginning	5,046	4,874
Fund balances - ending	\$ 5,068	\$ 5,068

**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, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ 97,396	\$ 1,028,327
Interest	73	2,575
Total revenues	<u>97,469</u>	<u>1,030,902</u>
EXPENDITURES		
Capital outlay	<u>69,210</u>	<u>708,846</u>
Total expenditures	<u>69,210</u>	<u>708,846</u>
Excess/(deficiency) of revenues over/(under) expenditures	28,259	322,056
Fund balances - beginning	(51,790)	(345,587)
Fund balances - ending	<u>\$ (23,531)</u>	<u>\$ (23,531)</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, 2023**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ 122,717	\$ 10,641,671
Nassau County interlocal agreement	-	462,899
Interest	1,004	8,594
Total revenues	123,721	11,113,164
EXPENDITURES		
Capital outlay	359,630	11,388,814
Total expenditures	359,630	11,388,814
Excess/(deficiency) of revenues over/(under) expenditures	(235,909)	(275,650)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	3,142,703
Transfer out	-	(3,141,065)
Total other financing sources/(uses)	-	1,638
Net change in fund balances	(235,909)	(274,012)
Fund balances - beginning	(345,483)	(307,380)
Fund balances - ending	\$ (581,392)	\$ (581,392)

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 11,778	\$ 21,127
Total revenues	<u>11,778</u>	<u>21,127</u>
EXPENDITURES		
Capital outlay	<u>3,463,142</u>	<u>10,511,870</u>
Total expenditures	<u>3,463,142</u>	<u>10,511,870</u>
Excess/(deficiency) of revenues over/(under) expenditures	(3,451,364)	(10,490,743)
OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	-	9,467,293
Transfer in	-	3,141,065
Transfer out	-	<u>(3,141,065)</u>
Total other financing sources/(uses)	<u>-</u>	<u>9,467,293</u>
Net change in fund balances	(3,451,364)	(1,023,450)
Fund balances - beginning	2,427,914	-
Fund balances - ending	<u>\$ (1,023,450)</u>	<u>\$ (1,023,450)</u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

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The Board of Supervisors of the Three Rivers Community Development District held a Regular Meeting on October 19, 2023 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

Present were:

Mike Taylor	Vice Chair
Gregg Kern	Assistant Secretary
Rose Bock	Assistant Secretary
Brad Odom (via telephone)	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Wes Haber (via telephone)	District Counsel
Bill Schaefer (via telephone)	District Engineer
Scott Wild (via telephone)	England-Thims & Miller, Inc. (ETM)
Michael Molineaux	Castle Group
Sharelle Boyer	OnPlace, Lifestyle Director
Samantha Keim	OnPlace
ShannaTalbert	Castle Group
Sarah Guzman	Castle Group
Joe Cornelison	GreenPointe Development, LLC
John Bilanin	Resident
Andew Buttrill	Resident
Tony Morales	Resident
Mitch Rosenthal	Resident
Mike Jacob	Resident
Stephanie Rosenthal	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:00 p.m. Supervisors Bock, Taylor and Kern were present. Supervisor Odom was not present at roll call. Supervisor O'Reilly was not present.

41

42 **SECOND ORDER OF BUSINESS**

Public Comments

43

44 Resident John Bilanin asked about the changes to the Amended and Restated Disclosure
45 under the Seventh Order of Business. Mr. Torres stated this will be explained during that
46 agenda item.

47 **Mr. Odom joined the meeting at 3:03 p.m., via telephone.**

48

49 **THIRD ORDER OF BUSINESS**

**Acceptance of Resignation of Liam O’Reilly
[Seat 2]; Term Expires November 2024**

50

51

52 **On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the**
53 **resignation of Mr. Liam O’Reilly, was accepted.**

54

55

56 **FOURTH ORDER OF BUSINESS**

**Consider Appointment to Fill Unexpired
Term of Seat 2**

57

58

59 Mr. Kern nominated Mr. Joe Cornelison to fill Seat 2. No other nominations were made.

60

61 **On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, the**
62 **appointment of Mr. Joe Cornelison to Seat 2, was approved.**

63

64

- 65 • **Administration of Oath of Office to Appointed Supervisors (the following will be**
66 **provided in a separate package)**

67 Mr. Torres, a Notary of the State of Florida and duly authorized, administered the Oath
68 of Office to Mr. Joe Cornelison. Mr. Cornelison is familiar with the following:

69 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

70 **B. Membership, Obligations and Responsibilities**

71 **C. Financial Disclosure Forms**

72 **I. Form 1: Statement of Financial Interests**

73 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

74 **III. Form 1F: Final Statement of Financial Interests**

75 **D. Form 8B – Memorandum of Voting Conflict**

76

77 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-01,
Appointing and Removing Officers of the
District and Providing for an Effective Date**

78

79

80

81 Mr. Taylor nominated the following slate:

82 Gregg Kern Chair

83 Mike Taylor Vice Chair

84 Rose Block Assistant Secretary

85 Brad Odom Assistant Secretary

86 Joe Cornelison Assistant Secretary

87 No other nominations were made.

88 Prior appointments by the Board for Secretary, Treasurer, Assistant Treasurer and
89 Assistant Secretary Ernesto Torres remain unaffected by this Resolution.

90

**On MOTION by Mr. Taylor and seconded by Mr. Kern, with all in favor,
Resolution 2024-01, Appointing and Removing Officers of the District and
Providing for an Effective Date, as nominated, was adopted.**

94

95

96 **SIXTH ORDER OF BUSINESS**

Consent Agenda

97

98 **A. Consideration/Ratification of Requisition(s): South Assessment Area (support
99 documentation available upon request)**

100 **I. Number 227: Auld & White Constructors, LLC [\$139,502.12]**

101 **II. Number 228: Rinker Materials [\$3,019.72]**

102 **III. Number 229: Bio-Tech Consulting, Inc. [\$375.00]**

103 **IV. Number 230: Auld & White Constructors, LLC [\$71,984.48]**

104 **V. Number 231: England-Thims & Miller, Inc. [\$7,648.00]**

105 **VI. Number 232: Bio-Tech Consulting, Inc. [\$4,300.00]**

106 **VII. Number 233: Auld & White Constructors, LLC [\$20,610.80]**

107 **VIII. Number 234: Auld & White Constructors, LLC [\$203,060.20]**

- 108 IX. Number 235: Bio-Tech Consulting, Inc. [\$490.00]
- 109 X. Number 236: Auld & White Constructors, LLC [\$101,616.37]
- 110 B. Consideration/Ratification of Requisition(s) Refunding Bond, Series 2023 (support
111 documentation available upon request)
- 112 I. Number 1: Ferguson Enterprise, LLC. [\$438,337.80]
- 113 II. Number 2: Vallencourt Construction Co. Inc. [\$114,425.64]
- 114 III. Number 3: Vallencourt Construction Co. Inc. [\$243,862.44]
- 115 IV. Number 4: Vallencourt Construction Co. Inc. [\$395,407.79]
- 116 V. Number 5: Vallencourt Construction Co. Inc. [\$898,516.23]
- 117 VI. Number 6: Rinker Materials [\$3,019.72]
- 118 VII. Number 7: Three Rivers Developers, LLC [\$3,141,064.71]
- 119 VIII. Number 8: Vallencourt Construction Co. Inc. [\$618,432.88]
- 120 IX. Number 9: Vallencourt Construction Co. Inc. [\$459,139.15]
- 121 X. Number 10: Vallencourt Construction Co. Inc. [\$408,743.35]
- 122 XI. Number 11: Rinker Materials [\$38,590.20]
- 123 XII. Number 12: SES Energy Services, LLC [\$1,600.00]
- 124 XIII. Number 13: England-Thims & Miller, Inc. [\$9,857.00]
- 125 XIV. Number 14: Ferguson Enterprise, LLC [\$112,544.64]
- 126 XV. Number 15: Vallencourt Construction Co. Inc. [\$552,972.72]
- 127 XVI. Number 16: Vallencourt Construction Co. Inc. [\$1,048,781.69]
- 128 XVII. Number 17: Vallencourt Construction Co. Inc. [\$243,617.85]
- 129 XVIII. Number 18: England-Thims & Miller, Inc. [\$15,245.75]
- 130 XIX. Number 19: Ferguson Enterprise, LLC [\$22,799.20]
- 131 C. Consideration of Requisition(s): Series 2021B (support documentation available upon
132 request)
- 133 I. Number 158: The Tree Amigos Outdoor Services, Inc. [\$35,990.00]
- 134 II. Number 159: Avid Trails, LLC [\$5,062.50]
- 135 III. Number 160: Dominion Engineering Group, Inc. [\$5,905.42]
- 136 IV. Number 161: The Tree Amigos Outdoor Services, Inc. [\$4,650.00]

137 D. Ratification Item(s)

138 I. England, Thims & Miller, Inc., Work Authorization No 13 – Amendment 1,
139 Tributary Units 8, 10 & 15 Landscape Architectural Services

140

141 **On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the**
142 **Consent Agenda Items, were approved and/or ratified.**

143

144

145 SEVENTH ORDER OF BUSINESS

**Consideration of Amended and Restated
Disclosure of Public Financing and
Maintenance of Improvements to Real
Property Undertaken**

146

147

148

149

150 Mr. Haber stated that this document was updated to reflect the most recent bond issue.
151 In response to the earlier public comment, there were no changes to the Rules and Regulations
152 and the improvements described in the document represent what was in the initial Engineer’s
153 Report. Future updates can be made on the status of the various improvements closer to
154 project completion. He requested approval in substantial form to reflect changes in the Board
155 Members.

156 Mr. Taylor noted the statement about the fire station needs to be updated, as the
157 County discussed this yesterday.

158

159 **On MOTION by Mr. Taylor and seconded by Mr. Kern, with all in favor, the**
160 **Amended and Restated Disclosure of Public Financing and Maintenance of**
161 **Improvements to Real Property Undertaken, in substantial form and as**
162 **amended to revise the Board slate of officers, and authorizing Mr. Odom to**
163 **work with Mr. Haber’s office to clarify the language about the fire station and**
164 **any other appropriate updates to the document, was approved.**

165

166

167 EIGHTH ORDER OF BUSINESS

**Discussion: Current Amenity Policies and
Staff-Recommended Changes**

168

169

170 This item was deferred to the next meeting to allow the Board Members time to review
171 the redline changes. Comments should be emailed to Mr. Torres.

172 A resident asked if the Amenity Center can be locked when unattended to prevent
173 teenagers from gathering there and possibly behaving inappropriately. Mr. Molineaux, Jamie
174 and Ms. Boyer were asked to provide suggestions for the next meeting.

175

176 **NINTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
177 **Statements as of August 31, 2023**

178

179 This item was deferred to the next meeting, as another CDD’s financials were in the
180 agenda.

181

182 **TENTH ORDER OF BUSINESS** **Approval of July 20, 2023 Public Hearing**
183 **and Regular Meeting Minutes**

184

185

186

**On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the July
187 20, 2023 Public Hearing and Regular Meeting Minutes, as presented, were
188 approved.**

189

190

191 **ELEVENTH ORDER OF BUSINESS** **Staff Reports**

192

- 193 **A. District Counsel: Kutak Rock LLP**
- 194 **B. District Engineers: Dominion Engineering Group, Inc. and ETM**
- 195 **C. Property Manager: Castle Group**
- 196 **D. Lifestyle Director: OnPlace, LLC**
- 197 **E. District Manager: Wrathell, Hunt and Associates, LLC**

198 There were no District Counsel, District Engineers, Property Manager, Lifestyle Director
199 or District Manager reports.

- 200 • **NEXT MEETING DATE: November 16, 2023 at 3:00 PM**

- 201 ○ **QUORUM CHECK**

202 Supervisors Bock, Odom, Kern and Cornelison confirmed their attendance at the
203 November 16, 2023 meeting. Mr. Taylor tentatively confirmed his attendance.

204

205 **TWELFTH ORDER OF BUSINESS** **Board Members’ Comments/Requests**

206

207 There were no Board Members' comments or requests.

208

209 THIRTEENTH ORDER OF BUSINESS**Public Comments**

210

211 Resident Tony Morales posed the following questions and concerns:

212 ➤ He asked for Lakeview residents to be educated about the Amenity Center timeline for
213 construction and clarifying if the CDD or HOA is responsible. It was noted that Lennar is
214 constructing the Lakeview Amenity; work is anticipated to start before the end of the year.

215 ➤ Regarding the CDD meeting time change and recent cancellation, he asked the Board
216 adhere to the advertised meeting dates, as he believes certain residents change their schedules
217 to attend the meetings. Mr. Torres stated that the last meeting was cancelled because a
218 quorum could not be established because several Board Members were out of town.

219 Resident Mike Jacob asked when the CDD website is updated to reflect cancelled
220 meetings, as he thinks it showed today's meeting as cancelled. It was noted that the annual
221 meeting dates are posted on the website prior to the new fiscal year; cancellations are posted
222 closer to the meeting date, as soon as known. Residents can email Mr. Torres rather than
223 waiting for a meeting to communicate with the CDD.

224 Mr. Morales' questions, concerns and comments continued:

225 ➤ He suggested accepting credit cards because return of resident Amenity Center
226 reservation checks took longer than usual. It was noted that work on the process is underway;
227 it is part of the Policies and Procedure changes.

228 ➤ He asked why a resident cannot be employed by the CDD, HOA or Lifestyle
229 Management. Mr. Haber stated that the CDD does not have employees; CDD contractors can
230 employ CDD residents.

231 ➤ As a former teen Counselor, he created a teen group for which approval is pending. He
232 expressed his opinion that everyone needs to work together to develop activities for teens,
233 such as teen night, basketball, volleyball, etc. Ms. Boyer was asked to work with Mr. Morales to
234 come up with suggestions to be considered in future planning.

235 Resident Andrew Buttrill suggested flipping the pickleball courts 90 degrees or installing
236 a screen above the fence to block the sun.

237 Resident John Bilanin posed the following questions and concerns:

238 ➤ He asked when construction debris in the storm drains will be addressed; he reported it
239 in July.

240 ➤ He discussed a resident posting of photograph of recent fish kills in the retention ponds.
241 It was noted the contractor completed inspections and might have missed that area. He was
242 asked to identify the area on the map.

243 Mr. Torres reiterated that residents can email any CDD issues or questions to him. It was
244 noted this is typically an ongoing issue during construction.

245 ➤ He observed yard debris being dumped on CDD property near the DreamFinder and
246 Lennar sections.

247 ➤ He asked for an update on constructing the eastbound turn lane at the main entrance.
248 It was noted that it will be constructed during construction of the second westerly entrance; it
249 is still in the permitting period.

250 ➤ He reported about several outsiders using the amenities and reserving seating. He asked
251 what is planned to address residents not observing the two guest limit and any other Amenity
252 Center rules. He thinks the facilities will not last if the rules are not enforced. It was noted this
253 will be one of the policy revisions; however, enforcement is a challenge.

254 ➤ He asked which entity, the CDD or HOA oversees Castle Group and monitors and
255 enforces violations. It was noted that the CDD is responsible for all infrastructure and engaged
256 Wrathell, Hunt and Associates, LLC (WHA) to manage the CDD. The HOA handles architectural
257 control and hired Castle Group to manage the Amenity Center. The CDD also has an agreement
258 with the HOA to manage certain CDD responsibilities. Residents can review the Organizational
259 Chart posted on one of the websites.

260 Clarification was made that there are two separate HOAs, the Tributary HOA and the
261 Lakeview HOA, which Lennar represents.

262 Resident Stephanie Rosenthal posed the following question and concerns:

263 ➤ She reported a dead tree in the vacant lot abutting her residence. Mr. Molineaux stated
264 he will inspect it after the meeting and have the landscaper address it.

265 ➤ She reported solicitation signs in front of the empty lot, the preserves and mailbox
266 areas. It was noted any signs on CDD property will be removed.

267 Resident Mike Jacob asked for additional stop signs at the corner of Spoonbill Lane and
268 Estuary Way as he believes it is necessary to address children’s safety walking to school, due to
269 excess speeding. The Engineer will research the request. Mr. Molineaux was asked to remind
270 the Sherrif’s Department of its jurisdiction to enforce traffic violations occurring on CDD
271 property.

272

273 **FOURTEENTH ORDER OF BUSINESS**

Adjournment

274

275

On MOTION by Ms. Bock and seconded by Mr. Kern, with all in favor, the meeting adjourned at 3:42 p.m.

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281

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

282
283
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286

Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	3:00 PM
November 16, 2023	Regular Meeting	3:00 PM
December 21, 2023	Regular Meeting	3:00 PM
January 18, 2024	Regular Meeting	3:00 PM
February 15, 2024	Regular Meeting	3:00 PM
March 21, 2024	Regular Meeting	3:00 PM
April 18, 2024	Regular Meeting	3:00 PM
May 16, 2024	Regular Meeting	3:00 PM
June 20, 2024	Regular Meeting	3:00 PM
July 18, 2024	Regular Meeting	3:00 PM
August 15, 2024	Regular Meeting	3:00 PM
September 19, 2024	Regular Meeting	3:00 PM