

THREE RIVERS

**COMMUNITY DEVELOPMENT
DISTRICT**

March 21, 2024

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

March 14, 2024

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 March 21, 2024 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 46: Onsite Industries, LLC [\$4,407.35]
 - II. Number 47: Vallencourt Construction Co., Inc. [\$471,322.87]
 - III. Number 48: Vallencourt Construction Co., Inc. [\$206,263.68]
 - IV. Number 49: England-Thims & Miller, Inc. [\$8,776.97]
 - B. Consideration/Ratification of Requisition(s): Series 2021B *(support documentation available upon request)*
 - I. Number 174: Bio-Tech Consulting, Inc. [\$1,450.00]
 - II. Number 175: Dominion Engineering Group, Inc. [\$12,669.37]
 - C. Ratification Item(s)
 - I. Coastal Luxury Outdoors for Pool Services
 - II. SES Environmental Resource Solutions LLC Proposal/Contract for Services [Tributary DRI Water Quality Sampling and Erosion Control Inspections 2024]
4. Approval of February 28, 2024 Regular Meeting Minutes

5. 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: April 18, 2024 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

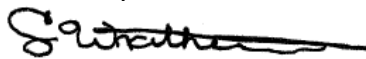
6. Board Members' Comments/Requests

7. Public Comments

8. 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: **46**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 4,407.35**
- (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 10 & 15 Signage Agreement - 50% Deposit**
- (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

AGREEMENT BETWEEN THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AND ONSIGHT INDUSTRIES, LLC TO FURNISH & INSTALL SIGNAGE

This Agreement is made and entered into by and between the following parties, and with an effective date of February 15, 2024:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Nassau County, Florida (“District”), and

ONSIGHT INDUSTRIES, LLC, a Florida limited liability company with an address of 900 Central Park Drive, Sanford, Florida 32771 (hereinafter “Contractor” and, with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including among other things, recreational amenities; and

WHEREAS, the District has a need to retain an independent contractor to furnish and provide the labor and materials necessary to install certain Signage as public improvements within the District as more particularly described herein; and

WHEREAS, Contractor represents that it is licensed and qualified to furnish Signage and provide the materials and perform the services as provided for herein and has agreed to provide the District with those materials and services identified in Contractor’s Proposal dated February 12, 2024, and related drawings, attached hereto as **Composite Exhibit A** and incorporated by reference herein (“Work”); and

WHEREAS, Contractor agrees to install the Signage and perform the Work on the District’s properties referred to as Unit 10 and Unit 15 in **Composite Exhibit A**;

WHEREAS, the District desires to enter into this Agreement to have Contractor furnish the Signage and provide the materials and perform the services as more particularly described herein.

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

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

SECTION 2. DUTIES AND COMPENSATION.

- A.** District agrees to use Contractor to provide the materials and services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of Contractor are to furnish Signage and provide the material, tools, skill, and labor necessary to install the Signage as delineated in **Composite Exhibit A** and herein. The installation shall be at the locations referenced in **Composite Exhibit A**.
- B.** In exchange for completing the Work, the District shall pay compensation in a total amount of **\$8,814.70** (Eight Thousand Eight Hundred Fourteen Dollars and Seventy Cents) which shall be due in two (2) equal installments of Four Thousand Four Hundred and Seven Dollars and Thirty Five Cents (\$4,407.35), with the first installment invoiced upon execution of this Agreement and the second installment invoiced upon completion of the Services and approval and acceptance by the District. The compensation amount set forth herein is less than the amount on **Composite Exhibit A** because it excludes sales tax. Compensation includes, but is not limited to, all permits, parts, materials and labor necessary to complete the Work as described herein. The Work shall be completed within sixty (60) days of the effective date of this Agreement.
- C.** Contractor agrees to render a final invoice to the District, in writing, which shall be delivered or mailed to the District no later than the 5th day of the next succeeding month. The District, upon receipt of such timely invoice, shall pay the Contractor within thirty (30) days of receipt of such an invoice.
- D.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District with the exception of those specifically provided for herein. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards and best practices and this Agreement.
- E.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement without additional compensation provided therefore.
- F.** The Contractor agrees that the District shall not be liable for the payment of any additional services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such additional services.
- G.** Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District;

provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide fifteen (15) days written notice of termination without cause. Upon any termination of this Agreement, and as the Contractor's sole and exclusive remedy for any termination hereunder, the Contractor shall be entitled to payment for all Work rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work, including but not limited to services and materials, provided by the Contractor pursuant to this Agreement shall be warranted for five years from the date of the final acceptance by the District of the Work.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than one million dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least one million dollars (\$1,000,000) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than one million dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy

periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 6. E-VERIFY REQUIREMENTS.

- A. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.
- B. If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.
- C. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.
- D. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 7. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal expert

witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

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

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, state, and federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 11. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 12. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 13. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and Contractor relating to the subject matter of this Agreement. None of the provisions of Exhibit A shall apply to this Agreement and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states the Work's scope of services for the labor and materials to be provided under this Agreement.

SECTION 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

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

With a copy to:

Kutak Rock LLP
107 W. College Ave.
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Onsight, Inc.
900 Central Park Drive
Sanford, Florida 32771
Attn: Dan Kristoff

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

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Nassau County, Florida.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Ernesto Torres**, District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the

Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 4300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431, PHONE: (904) 295-5714, E-MAIL TORRESE@WHHASSOCIATES.COM

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 23. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 24. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 25. AGREEMENT CONTROLS. To the extent that any of the provisions in the attached Exhibit A and this Agreement conflict, the terms of this Agreement controls.

SECTION 26. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section

and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 27. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[CONTINUED ON FOLLOWING PAGE]

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

ATTEST:

Secretary/Assistant Secretary

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

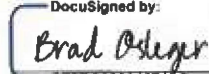


Chairperson, Board of Supervisors

WITNESS:

By: Carrie Doliber

ONSIGHT INDUSTRIES, LLC

DocuSigned by:


By: Brad Osieger
Its: President

Composite Exhibit A: Contractor's Proposal dated February 12, 2024

**Composite Exhibit A
Contractor's Proposal and Drawings**



**PROPOSAL
W000369742**

OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

Written By: DANIEL KRISTOFF

Date: 2/12/2024

Project Name: UNIT 10 AND 15 SIGNAGE

407-830-8861

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

Location:
TRIBUTARY
YULEE FL 32097

Line	Item	U/M	Price Each	Qty	Total
1	LABOR/INSTALL JACKSONVILLE LOCAL 30-45	EA	1,335 00000	1 000	1,335 00
2	ITEM-STREET SIGNAGE- M001919 STREET SIGNAGE TRAFFIC SIGN H-INTENSITY GRADE 30"X30" 8 1 PEDESTRIAN CROSSING W/ARROW COMBO - BACKERS - POST - FINAL - ALL HARDWARE PAINTED (A)	EA	826 10000	2 000	1,652 20
3	ITEM-STREET SIGNAGE- M001919 STREET SIGNAGE TRAFFIC SIGN H-INTENSITY GRADE 30"X30" 8 1 PEDESTRIAN W/AHEAD COMBO - BACKERS- POST - FINAL - ALL HARDWARE PAINTED (B)	EA	826 10000	2 000	1,652 20
4	ITEM-STREET SIGNAGE- M001920 STREET SIGNAGE TRAFFIC SIGN H-INTENSITY GRADE 30" 5TOP 8 1 DUAL BLADE STOP COMBO SIGNS - BACKER - POST - ALL HARDWARE PAINTED (1, 2, 3, 4)	EA	913 70000	4 000	3,654 80
5	ITEM-STREET SIGNAGE- M001913 STREET SIGNAGE TRAFFIC SIGN H-INTENSITY GRADE 18"X18" 8 1 OBJECT MARKER SIGN (C) NOT INSTALLED IN CONCRETE	EA	173 50000	3 000	520 50



OnSight Industries, LLC
 900 Central Park Dr
 Sanford FL 32771

407-630-8861

PROPOSAL

W000369742

Written By: DANIEL KRISTOFF

Date: 2/12/2024

Project Name: UNIT 10 AND 15 SIGNAGE

Bill To:

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

Location:

TRIBUTARY
 YULEE FL 32097

Line	Item	U/M	Price Each	Qty	Total
Pre-Tax Total:					8,614.70
Sales Tax:					617.03
Total:					9,431.73

Terms and Conditions:

- All agreements are contingent upon delays and material cost increases beyond our control. Manufacturing cost increases incurred after quotation and prior to a work order being submitted to production will be passed through to the customer. In this scenario, the project will be requested for customer approval. - Pricing in this proposal is subject to acceptance within 14 days and is void thereafter. - Depending upon the agreed credit terms, a deposit may be required before work is to commence. - If a deposit is to be paid by credit card, you authorize OnSight Industries, LLC to charge 50% of the total project cost upfront and the balance of the project upon completion. - Any labor and installation pricing is approximate and subject to change based upon actual time incurred. - Delivery/Installation postponement will result in the client being progress billed for completed product. At this time, title for the product will transfer to the client. Client agrees to pay progress bill invoice upon receipt. Product will be warehoused until the client is ready for installation, at which time installation labor will be invoiced upon completion. Product that is warehoused for over 6 months will be assessed a \$100/month/pallet storage fee beginning on the 7th month. - Sales tax is estimated and subject to change based upon the actual rate at time of invoicing. - Unless otherwise noted, client assumes all responsibility for permitting and utility locator services as necessary. - Customer is responsible for variations from customer supplied architectural drawings & hardscapes. - Signature on this proposal constitutes approval from the client on supplied artwork/graphics. - Any credit balance(s) resulting from overpayment that remains on a credit account over 30 days will be applied to the oldest invoice(s) or to upcoming active order(s) and reflected on the following month's statement. - Invoices are due upon receipt. Any unpaid invoices are subject to late fees equal to 1.5% of the balance due per month (18% per year), collection fees and/or court costs.

Proposal Acceptance:

The above prices, specifications and conditions are hereby accepted. OnSight Industries, LLC is authorized to proceed with the project as stated. Payment will be made as outlined above.

 Signature Name Date



A
Pedestrian Crossing w/ Arrow Combo
 Qty: 2

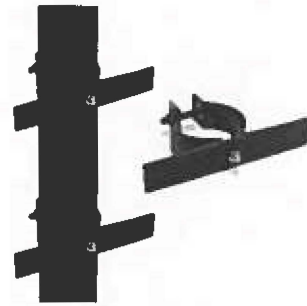
Signs/ Backer
 30" x 30" (W11-2) Pedestrian Crossing Sign
 Alum .080 - HI Reflective Vinyl
 32" x 32" Backer: .080 Aluminum Painted
 Attached w/ Mounting Bracket Kit

Plaques w/ Backer
 24" x 12" (W16-7PL) Arrow Plaque
 Alum .080 - HI Reflective Vinyl
 26" x 14" Backer: .080 Aluminum Painted
 Attached w/ Mounting Bracket Kit

Post
 14" x 3" Round Smooth Post Painted
 Anti Spin Bar
 Post Set In Concrete For Stability

Finial
 Flat Pole Cap Finial Painted

ALL HARDWARE PAINTED



MOUNTING BRACKET KIT



**FLAT POLE
 CAP**



**Backers
 Painted
 Black
 (gloss)**



**PAINT
 Black
 (gloss)**

wo.369742 v.02.09.24

Three Rivers CDD - Tributary

Pedestrian Crossing w/ Arrow Combo



D. KRISTOFF
 C. GOSNELL

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B
Pedestrian Crossing w/ Ahead Combo
 Qty: 2

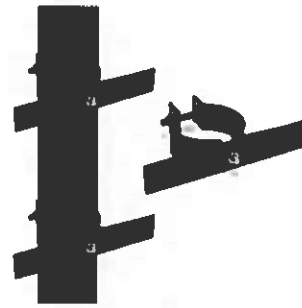
Sign w/ Backer
 30" x 30" (W11-2) Pedestrian Crossing Sign
 Alum .080 - HI Reflective Vinyl
 32" x 32" Backer: 080 Aluminum Painted
 Attached w/ Mounting Bracket Kit

Plaque w/ Backer
 24" x 12" (W16-9P) Ahead Plaque
 Alum .080 - HI Reflective Vinyl
 26" x 14" Backer: 080 Aluminum Painted
 Attached w/ Mounting Bracket Kit

Post
 14" x 3" Round Smooth Post Painted
 Anti Spin Bar
 Post Set In Concrete For Stability

Finial
 Flat Pole Cap Finial Painted

ALL HARDWARE PAINTED



MOUNTING BRACKET KIT



FLAT POLE CAP



**Backers
 Painted
 Black
 (gloss)**



PAINT

**Black
 (gloss)**

wo.369742 v.02.09.24

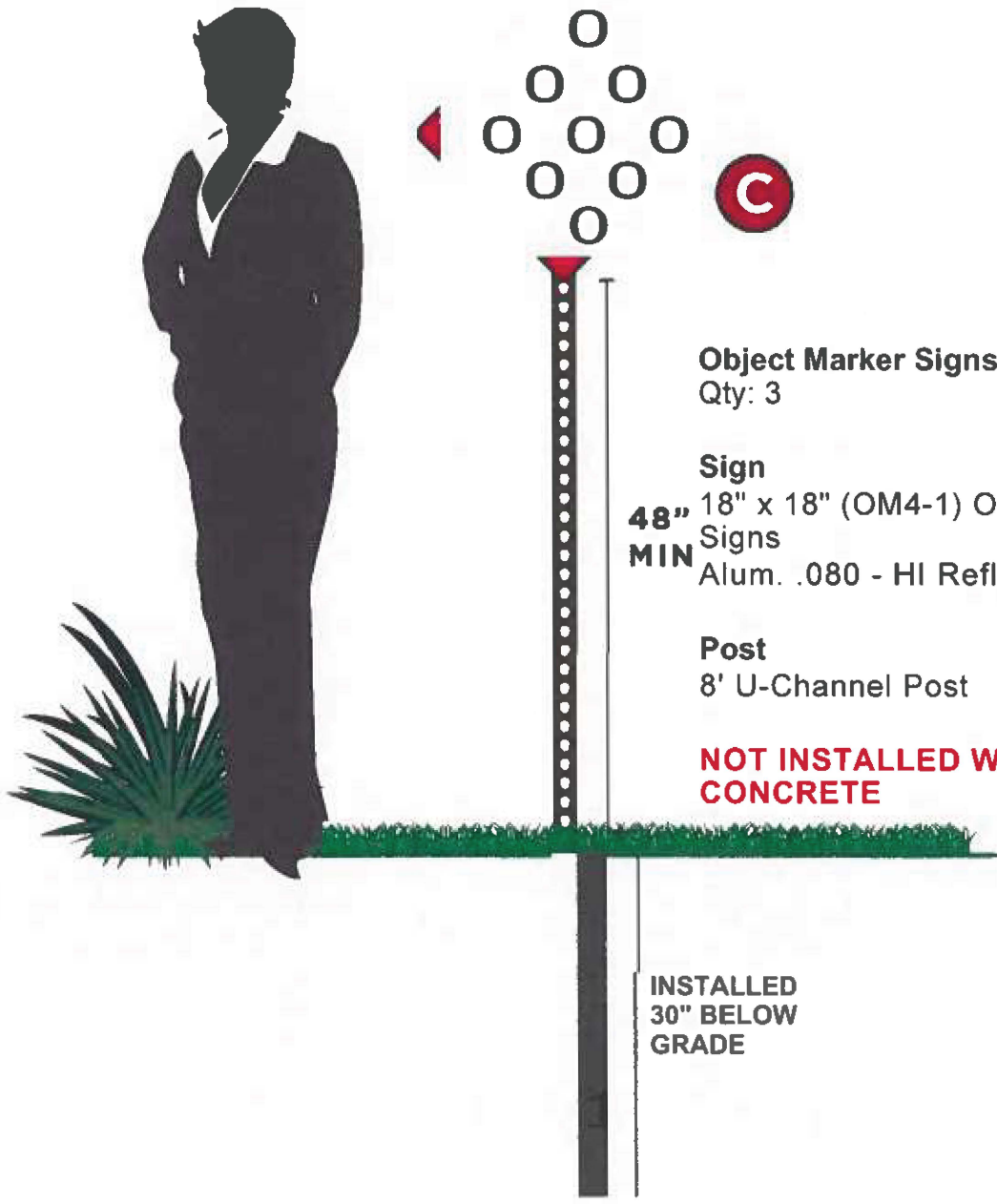
Three Rivers CDD - Tributary

Pedestrian Crossing w/ Ahead Combo



D. KRISTOFF
 C. GOSNELL

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Object Marker Signs
Qty: 3

Sign
48" MIN 18" x 18" (OM4-1) Object Marker Signs
Alum. .080 - HI Reflective Vinyl

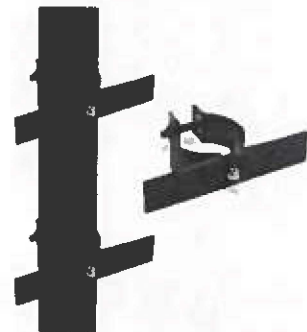
Post
8' U-Channel Post

NOT INSTALLED W/ CONCRETE

INSTALLED 30" BELOW GRADE



- 1 Sweetwood Cv
Estuary Dr
- 2 WalkingPath Ln
Estuary Dr
- 3 Driftwood Ct
Bayley Pl
- 4 WalkingPath Ln
Driftwood Ct



MOUNTING BRACKET KIT



PAINT

Black (gloss)

D. KRISTOFF
in part without
C. GOSNELL
onsightindustries.com

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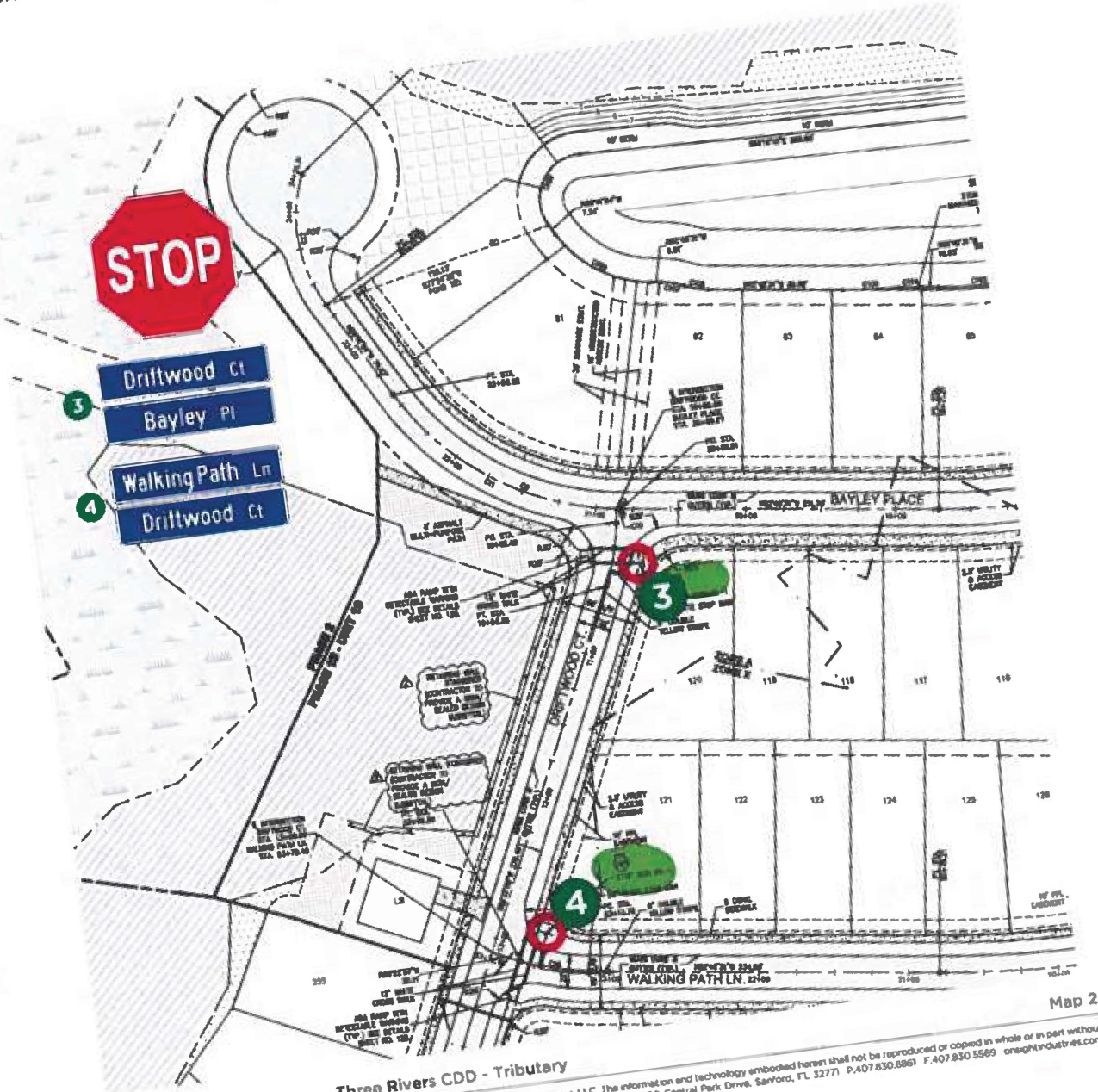
wo.369742 v.02.09.24

Three Rivers CDD - Tributary

Map 1

PO ONSIGHT d. laGOzzr

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wo 369742 v 02 09.24

ONSIGHT
D. KRISTOFF
C. GOSNELL

Three Rivers CDD - Tributary

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Map 2






Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 46 - Onsite

Final Audit Report

2024-02-26

Created:	2024-02-22
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWc0t0PcRjQ_h8KV1cR51FVsL8r0tUISW

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 46 - Onsite" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-02-22 - 9:35:59 PM GMT- IP address: 8.17.109.247
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-02-22 - 9:36:08 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-02-26 - 8:49:03 PM GMT- IP address: 18.209.24.173
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-02-26 - 8:51:57 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2024-02-26 - 8:51:57 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: **47**
- (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: **\$ 471,322.87**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 10 – Application for Payment No. 17 (February 2024)**
- (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: 02/01/2024

Period To: 02/29/2024

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

VCC Project #: 202269
Project #: TRIBUTARY UNIT 10
Subcontract #:
Application #: 17

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.....	92.71%	
WORK COMPLETE TO DATE.....	\$	7,769,674.52
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	7,769,674.52
LESS RETAINAGE.....	\$	388,483.90
TOTAL EARNED LESS RETAINAGE.....	\$	7,381,190.62
LESS PREVIOUS BILLINGS.....	\$	7,134,789.72
CURRENT DUE.....	\$	246,400.90

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	259,369.40	7,769,674.52
Retainage:	12,968.50	388,483.90
Net:	246,400.90	7,381,190.62



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

PROJECT: TRIBUTARY UNIT 10

APPLICATION NO: 17

PERIOD TO: 02/29/2024

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 2022-69

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
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 Jr, Senior Project Manager

By: Tim Gaddis Jr Date: 03/01/2024

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.....	\$	7,769,674.52
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	388,483.90
(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).....	\$	388,483.90
6. TOTAL EARNED LESS RETAINAGE:.....	\$	7,381,190.62
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	7,134,789.72
8. CURRENT PAYMENT DUE.....	\$	246,400.90
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	999,126.48
(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..... \$ 246,400.90

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

ENGINEER: [Signature] Date: 3/5/2024

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

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

**Three Rivers CDD
 TRIBUTARY UNIT 10**

Yulee, FL

APPLICATION NUMBER: **17**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 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	\$263,866.48	\$4,552.91	\$0.00	\$268,419.39	97.25%	\$7,588.18	\$13,420.96
100	General Conditions	\$151,763.53	\$139,622.44	\$4,552.91	\$0.00	\$144,175.35	95.00%	\$7,588.18	\$7,208.75
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	\$37,611.72	\$1,735.52	\$0.00	\$39,347.24	96.87%	\$1,272.68	\$1,967.40
300	NPDES Permit Compliance	\$9,987.36	\$9,363.16	\$312.11	\$0.00	\$9,675.27	96.88%	\$312.09	\$483.77
303	Maintain Silt Fence	\$14,987.60	\$13,581.40	\$934.50	\$0.00	\$14,515.90	96.85%	\$471.70	\$725.82
304	NPDES Reporting	\$15,644.96	\$14,667.16	\$488.91	\$0.00	\$15,156.07	96.88%	\$488.89	\$757.81
	SURVEY & AS-BUILTS	\$62,369.53	\$49,464.14	\$2,457.44	\$0.00	\$51,921.58	83.25%	\$10,447.95	\$2,596.07
400	Surveying	\$33,051.88	\$30,407.70	\$991.56	\$0.00	\$31,399.26	95.00%	\$1,652.62	\$1,570.01
500	As Builts	\$29,317.65	\$19,056.44	\$1,465.88	\$0.00	\$20,522.32	70.00%	\$8,795.33	\$1,026.06
	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	\$6,869.63	\$224.01	\$0.00	\$7,093.64	95.00%	\$373.29	\$354.67
700	Maintenance Of Traffic	\$7,466.93	\$6,869.63	\$224.01	\$0.00	\$7,093.64	95.00%	\$373.29	\$354.67
	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	\$1,759,798.03	\$5,647.76	\$0.00	\$1,765,445.79	99.01%	\$17,727.49	\$88,272.31
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	\$473,075.85	\$0.00	\$0.00	\$473,075.85	100.00%	\$0.00	\$23,653.79
1115	Fine Grade Lots	\$87,785.61	\$87,785.61	\$0.00	\$0.00	\$87,785.61	100.00%	\$0.00	\$4,389.29
1118	Final Dressout	\$19,746.48	\$0.00	\$4,936.62	\$0.00	\$4,936.62	25.00%	\$14,809.86	\$246.83
1119	Dress Behind Electric Contractor	\$18,102.53	\$18,102.53	\$0.00	\$0.00	\$18,102.53	100.00%	\$0.00	\$905.12
1120	Dress Behind Retaining Wall Contractor	\$16,449.10	\$16,376.00	\$0.00	\$0.00	\$16,376.00	99.56%	\$73.10	\$818.81
1110	Earthwork Density Testing	\$35,556.79	\$32,001.12	\$711.14	\$0.00	\$32,712.26	92.00%	\$2,844.53	\$1,635.60
	GRASSING	\$156,445.85	\$73,307.36	\$41,369.28	\$0.00	\$114,676.64	73.30%	\$41,769.21	\$5,733.84
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	\$4,440.00	\$14,894.72	\$0.00	\$19,334.72	100.00%	\$0.00	\$966.74

**Three Rivers CDD
 TRIBUTARY UNIT 10**

Yulee, FL

APPLICATION NUMBER: **17**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 VCC PROJECT #: **202269**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (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	\$26,474.56	\$0.00	\$26,474.56	50.00%	\$26,474.56	\$1,323.73
	SUBSOIL STABILIZATION	\$252,182.50	\$248,566.95	\$0.00	\$0.00	\$248,566.95	98.57%	\$3,615.55	\$12,428.36
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	\$248,566.95	\$0.00	\$0.00	\$248,566.95	100.00%	\$0.00	\$12,428.36
	BASE	\$428,639.70	\$168,603.10	\$155,415.94	\$0.00	\$324,019.04	75.59%	\$104,620.66	\$16,200.96
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	\$119,296.44	\$0.00	\$119,296.44	69.99%	\$51,144.66	\$5,964.82
1408	8" Base (HD Pavement)	\$240,842.10	\$168,603.10	\$36,119.50	\$0.00	\$204,722.60	85.00%	\$36,119.50	\$10,236.14
	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	\$139,060.25	\$27,286.75	\$0.00	\$166,347.00	76.48%	\$51,147.80	\$8,317.35
1800	Curb & Gutter (All types)	\$166,347.00	\$139,060.25	\$27,286.75	\$0.00	\$166,347.00	100.00%	\$0.00	\$8,317.35
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	\$254,004.10	\$0.00	\$0.00	\$254,004.10	91.31%	\$24,173.60	\$12,700.21
2103	Keystone Retaining Wall	\$208,518.10	\$208,518.10	\$0.00	\$0.00	\$208,518.10	100.00%	\$0.00	\$10,425.91
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	\$1,060,881.74	\$2,356.38	\$0.00	\$1,063,238.12	99.78%	\$2,356.38	\$53,161.94
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	\$775,164.04	\$0.00	\$0.00	\$775,164.04	100.00%	\$0.00	\$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	\$18,087.84	\$0.00	\$0.00	\$18,087.84	100.00%	\$0.00	\$904.40
3279	Punch Out Storm Drain	\$9,425.52	\$4,712.76	\$2,356.38	\$0.00	\$7,069.14	75.00%	\$2,356.38	\$353.46
	GRAVITY SEWER	\$907,018.51	\$903,120.85	\$0.00	\$0.00	\$903,120.85	99.57%	\$3,897.66	\$45,156.03
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	\$29,923.62	\$0.00	\$0.00	\$29,923.62	100.00%	\$0.00	\$1,496.18
4144	Punch Out Sewer	\$15,593.11	\$11,695.45	\$0.00	\$0.00	\$11,695.45	75.00%	\$3,897.66	\$584.77

**Three Rivers CDD
 TRIBUTARY UNIT 10**

Yulee, FL

APPLICATION NUMBER: **17**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 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					
	LIFT STATION	\$747,356.24	\$677,543.45	\$34,906.40	\$0.00	\$712,449.85	95.33%	\$34,906.39	\$35,622.49
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	\$628,315.20	\$34,906.40	\$0.00	\$663,221.60	95.00%	\$34,906.39	\$33,161.08
	FORCE MAIN	\$238,230.69	\$233,507.83	\$0.00	\$0.00	\$233,507.83	98.02%	\$4,722.86	\$11,675.39
6000	Force Main Installed (All sizes/types)	\$193,966.29	\$193,966.29	\$0.00	\$0.00	\$193,966.29	100.00%	\$0.00	\$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	\$2,138.75	\$0.00	\$0.00	\$2,138.75	100.00%	\$0.00	\$106.94
6186	Pressure Test for Force Main	\$9,932.50	\$7,448.69	\$0.00	\$0.00	\$7,448.69	74.99%	\$2,483.81	\$372.43
6183	Punch Out Force Main	\$8,953.75	\$6,714.70	\$0.00	\$0.00	\$6,714.70	74.99%	\$2,239.05	\$335.73
	WATER MAIN	\$842,878.47	\$835,524.31	\$0.00	\$0.00	\$835,524.31	99.13%	\$7,354.16	\$41,776.24
7000	Water Main Installed (All sizes/types)	\$662,409.25	\$662,409.25	\$0.00	\$0.00	\$662,409.25	100.00%	\$0.00	\$33,120.47
7000	Water Services	\$141,519.32	\$141,519.32	\$0.00	\$0.00	\$141,519.32	100.00%	\$0.00	\$7,075.96
7248	Flushing & BT's for Water Main	\$6,598.95	\$6,598.95	\$0.00	\$0.00	\$6,598.95	100.00%	\$0.00	\$329.94
7249	Locate Wire Test For Water Main	\$2,950.75	\$2,950.75	\$0.00	\$0.00	\$2,950.75	100.00%	\$0.00	\$147.55
7250	Pressure Test for Water Main	\$14,700.10	\$11,023.02	\$0.00	\$0.00	\$11,023.02	74.99%	\$3,677.08	\$551.16
7246	Punch Out for Water Main	\$14,700.10	\$11,023.02	\$0.00	\$0.00	\$11,023.02	74.99%	\$3,677.08	\$551.16
	REUSE MAIN	\$729,723.95	\$722,810.28	\$0.00	\$0.00	\$722,810.28	99.05%	\$6,913.67	\$36,140.52
9000	Reuse Main Installed (All sizes/types)	\$548,771.31	\$548,771.31	\$0.00	\$0.00	\$548,771.31	100.00%	\$0.00	\$27,438.57
9000	Reuse Services	\$143,870.69	\$143,870.69	\$0.00	\$0.00	\$143,870.69	100.00%	\$0.00	\$7,193.53
9240	Flushing for Reuse Main	\$6,525.15	\$6,525.15	\$0.00	\$0.00	\$6,525.15	100.00%	\$0.00	\$326.26
9241	Locate Wire Test For Reuse Main	\$2,917.75	\$2,917.75	\$0.00	\$0.00	\$2,917.75	100.00%	\$0.00	\$145.90
9242	Pressure Test for Reuse Main	\$14,535.70	\$10,899.72	\$0.00	\$0.00	\$10,899.72	74.99%	\$3,635.98	\$544.98
9239	Punch Out for Reuse Main	\$13,103.35	\$9,825.66	\$0.00	\$0.00	\$9,825.66	74.99%	\$3,277.69	\$491.28
	ELECTRICAL ALLOWANCE	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
10000	Electrical Allowance	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
	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	\$8,908,412.45	\$275,952.39	\$0.00	\$9,184,364.84	93.77%	\$610,642.60	\$459,218.37
	CHANGE ORDERS								
	CO #1 - ODP Materials	\$-1,414,690.34	\$-1,398,107.33	\$-16,582.99	\$0.00	\$-1,414,690.32	100.00%	\$-0.02	\$-70,734.47
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: **17**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 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					
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	\$-149,246.94	\$-16,582.99	\$0.00	\$-165,829.93	100.00%	\$-0.01	\$-8,291.47
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	\$-1,398,107.33	\$-16,582.99	\$0.00	\$-1,414,690.32	100.00%	\$-0.02	\$-70,734.47
	TOTAL----->	\$8,380,317.10	\$7,510,305.12	\$259,369.40	\$0.00	\$7,769,674.52	92.71%	\$610,642.58	\$388,483.90

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


The undersigned lienor, upon payment from the lienee, of the sum of **\$246,400.90**, 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 **02/29/2024** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 10
Location: Estuary Way, Yulee, FL
Invoice#: _____

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: 03/01/2024

Lienor's Name: Vallencourt Construction Co. Inc.
Address: 449 Center Street
Green Cove Springs, FL 32043
Phone: (904) 291-9330

By: 

Printed Name: Tim Gaddis
Title: Senior Project Manager

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ of _____, a _____, on behalf of the corporation.

Personally known _____ or Produced Identification _____ Type of Identification _____

Notary Public

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



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Additional Backup

- 9. Miscellaneous

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

Change Order Request

Project : TRIBUTARY, UNIT 1 OVERLAY, SPINE ROAD

ATTN: Joe Cornelison

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

Date : 2/23/2024

Job # 2022-51

Item	Description	Qty.	Units	Unit Price	Total
Overbuild Asphalt near SR-200 on Spine Road					
Asphalt					
1500	Overbuild Asphalt on Spine Road	235.40	TON	\$ 328.22	\$ 77,262.99

TOTAL CHANGE ORDER AMOUNT: \$ 77,262.99

Contract Time To Be Extend 0 Days

The Original Contract Sum Was \$ 431,385.00

Net Changed by Previously Authorized Requests and Change Orders \$ -

The Contract Sum Prior to This Change Order was \$ 431,385.00

The Contract Sum Will be Increased \$ 77,262.99

The New Contract Sum Including This Change Order \$ 508,647.99

Vallencourt Construction Co., Inc.

Three Rivers Community Development District

By: 

By: _____

Print : Tim Gaddis

Print : _____

Title : Senior Project Manager

Title : _____

Date : 2/23/2024

Date: _____

Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 02/01/2024

Period To: 02/29/2024

Invoice #:

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

VCC Project #: 2023-46
THREE RIVERS CDD Project #: TRIBUTARY UNIT 10, C...
THREE RIVERS CDD Subcontract #: 2023-46
Application #: 3

Attn.: Joe Cornelison

Project Description: TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY)
Tributary Drive
Yulee, FL 32097

Clearing (Spine) ORIGINAL CONTRACT AMOUNT.....	\$	431,385.00
CHANGE ORDERS TO DATE.....	\$	77,262.99
REVISED CONTRACT AMOUNT.....	\$	508,647.99
PERCENTAGE COMPLETE..... 92.27		
WORK COMPLETE TO DATE.....	\$	469,335.49
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	469,335.49
LESS RETAINAGE.....	\$	23,466.79
TOTAL EARNED LESS RETAINAGE.....	\$	445,868.70
LESS PREVIOUS BILLINGS.....	\$	220,946.73
CURRENT DUE.....	\$	224,921.97

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	236,759.97	469,335.49
Retainage:	11,838.00	23,466.79
Net:	224,921.97	445,868.70



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330

VALLENCOURT.COM

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

PROJECT: TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY) APPLICATION NO: 3

PERIOD TO: 02/29/2024

Distribution to:
[x] OWNER
[x] 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		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
1502	02/27/2024	77,262.99	
TOTALS		\$77,262.99	\$0.00
Net change by Change Orders			\$77,262.99

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: 03/01/2024

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.....	\$	77,262.99
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	508,647.99
4. TOTAL COMPLETED & STORED TO DATE.....	\$	489,335.49
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	23,466.79
(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).....	\$	23,466.79
6. TOTAL EARNED LESS RETAINAGE.....	\$	445,868.70
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	220,946.73
8. CURRENT PAYMENT DUE.....	\$	224,921.97
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	62,779.29
(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..... \$ 224,921.97

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

ENGINEER: [Signature] Date: 3/8/2024

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

**THREE RIVERS CDD
 TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY)
 Yulee, FL 32097**

APPLICATION NUMBER: **3**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 VCC PROJECT #: **202346**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
100	General Conditions	\$4,925.00	\$3,201.25	\$1,329.75	\$0.00	\$4,531.00	92.00%	\$394.00	\$226.55
201	Payment & Performance Bonds	\$6,250.00	\$6,250.00	\$0.00	\$0.00	\$6,250.00	100.00%	\$0.00	\$312.50
300	NPDES Permit Compliance	\$5,180.00	\$3,367.00	\$1,813.00	\$0.00	\$5,180.00	100.00%	\$0.00	\$259.00
400	Surveying	\$1,515.00	\$984.75	\$530.25	\$0.00	\$1,515.00	100.00%	\$0.00	\$75.75
500	As Builts	\$2,950.00	\$737.50	\$295.00	\$0.00	\$1,032.50	35.00%	\$1,917.50	\$51.63
608	Inlet Protection	\$4,875.00	\$4,875.00	\$0.00	\$0.00	\$4,875.00	100.00%	\$0.00	\$243.75
700	Maintenance of Traffic	\$19,725.00	\$12,821.25	\$6,903.75	\$0.00	\$19,725.00	100.00%	\$0.00	\$986.25
	Demo								
812	Demo Existing Curbs (Repairs)	\$4,280.00	\$4,280.00	\$0.00	\$0.00	\$4,280.00	100.00%	\$0.00	\$214.00
812	Demo Existing Curbs (Speed Hump)	\$878.00	\$0.00	\$878.00	\$0.00	\$878.00	100.00%	\$0.00	\$43.90
816	Misc Asphalt Prep-Patching	\$12,620.00	\$8,203.00	\$4,417.00	\$0.00	\$12,620.00	100.00%	\$0.00	\$631.00
	Asphalt								
1110	Asphalt / QC Testing	\$6,685.00	\$4,345.25	\$2,339.75	\$0.00	\$6,685.00	100.00%	\$0.00	\$334.26
4138	Adjust Ex. Manholes	\$11,865.00	\$11,865.00	\$0.00	\$0.00	\$11,865.00	100.00%	\$0.00	\$593.25
1518	Tack Coat	\$14,160.25	\$9,204.16	\$4,956.09	\$0.00	\$14,160.25	100.00%	\$0.00	\$708.01
1502	3/4" Asphalt Pavement (SP9.5)-Final Lift	\$227,653.25	\$147,974.61	\$79,678.64	\$0.00	\$227,653.25	100.00%	\$0.00	\$11,382.66
1516	Speed Humps	\$5,227.50	\$0.00	\$5,227.50	\$0.00	\$5,227.50	100.00%	\$0.00	\$261.38
	Striping								
1702	Temp. Paint for Thermoplastic	\$12,795.00	\$8,316.75	\$4,478.25	\$0.00	\$12,795.00	100.00%	\$0.00	\$639.75
1703	Thermoplastic Striping	\$53,660.00	\$0.00	\$26,830.00	\$0.00	\$26,830.00	50.00%	\$26,830.00	\$1,341.50
1704	Decorative Signs (Std)	\$4,375.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,375.00	\$0.00
1704	Flashing Crosswalk Signs / Pedestrian Dete	\$18,225.00	\$0.00	\$18,225.00	\$0.00	\$18,225.00	100.00%	\$0.00	\$911.25
	Concrete								
1302	Subgrade for Sidewalk	\$1,595.00	\$0.00	\$1,595.00	\$0.00	\$1,595.00	100.00%	\$0.00	\$79.75
2000	Sidewalks (Speed Hump Area ONLY)	\$1,932.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,932.00	\$0.00
1811	Repair Damaged Curbs	\$6,150.00	\$6,150.00	\$0.00	\$0.00	\$6,150.00	100.00%	\$0.00	\$307.50
1809	Curb & Gutter (Speed 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 (Speed Hump Area ONLY)	\$1,986.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,986.00	\$0.00
	ORIGINAL CONTRACT TOTALS	\$431,385.00	\$232,575.52	\$159,496.98	\$0.00	\$392,072.50	90.89%	\$39,312.50	\$19,603.64

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, CO (UNIT 1 OVERLAY)
Yulee, FL 32097

APPLICATION NUMBER: **3**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 VCC PROJECT #: **202346**

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					
	CHANGE ORDERS								
1502	Overbuild Asphalt on Spine Road	\$77,262.99	\$0.00	\$77,262.99	\$0.00	\$77,262.99	100.00%	\$0.00	\$3,863.15
		\$77,262.99	\$0.00	\$77,262.99	\$0.00	\$77,262.99	100.00%	\$0.00	\$3,863.15
	TOTAL----->	\$508,647.99	\$232,575.52	\$236,759.97	\$0.00	\$469,335.49	92.27%	\$39,312.50	\$23,466.79

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

The undersigned lienor, upon payment from the lienee, of the sum of \$224,921.97, 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 02/29/2024 on the job of THREE RIVERS CDD to the following described property :

Project: TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY)
Location: Tributary Drive, Yulee, FL 32097
Invoice#: _____

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: 03/01/2024

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

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ of _____, a _____, on behalf of the corporation.

Personally known _____ or Produced Identification _____ Type of Identification _____

Notary Public

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

Title	2023-46 - PayApp - TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY) - Vallencourt Construction Co. Inc. - Feb2024
File name	202346_PayApp_TRIBUTARYUNIT10COUNIT1OVERLAY_VallencourtConstructionCoInc_Feb2
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	03/01/2024 12:59:51 EST Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	03/01/2024 13:08:48 EST 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.

Title	2022-69 - PayApp - TRIBUTARY UNIT 10 - Vallencourt Construction Co. Inc. - Feb2024
File name	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_Feb2024.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	03/01/2024 12:57:20 EST Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	03/01/2024 13:25:32 EST 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 47 - Vallencourt Unit 10 (App 17)

Final Audit Report

2024-03-08

Created:	2024-03-08
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXJxOkprAzjCTCTCocHnvXkSaXQrLGVT5

"2023 ACQUISITION AND CONSTRUCTION 47 - Vallencourt U nit 10 (App 17)" History

-  Document created by Shelley Blair (blairs@etmnc.com)
2024-03-08 - 12:36:40 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-03-08 - 12:36:52 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-03-08 - 8:25:43 PM GMT- IP address: 3.95.220.169
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-03-08 - 8:26:02 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2024-03-08 - 8:26:02 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: **48**
- (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: **\$ 206,263.68**
- (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. 8 (February 2024)**
- (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: 02/01/2024

Period To: 02/29/2024

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 #: 8

Attn.: Scott Wild

Project Description: **TRIBUTARY UNIT 15**

Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	5,361,937.15
CHANGE ORDERS TO DATE.....	\$	-430,760.49
REVISED CONTRACT AMOUNT.....	\$	4,931,176.66
PERCENTAGE COMPLETE.....	80.16%	
WORK COMPLETE TO DATE.....	\$	3,953,023.04
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	3,953,023.04
LESS RETAINAGE.....	\$	197,651.27
TOTAL EARNED LESS RETAINAGE.....	\$	3,755,371.77
LESS PREVIOUS BILLINGS.....	\$	3,549,108.09
CURRENT DUE.....	\$	206,263.68

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	217,119.68	3,953,023.04
Retainage:	10,856.00	197,651.27
Net:	206,263.68	3,755,371.77



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

PROJECT: TRIBUTARY UNIT 15

APPLICATION NO: 8

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR

PERIOD TO: 02/29/2024

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		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		\$125,054.07	\$-555,814.56
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-430,760.49

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 Jr, Senior Project Manager

By: Tim Gaddis Jr Date: 03/01/2024

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.....	\$	-430,760.49
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	4,931,176.66
4. TOTAL COMPLETED & STORED TO DATE.....	\$	3,953,023.04
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	197,651.27
(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).....	\$	197,651.27
6. TOTAL EARNED LESS RETAINAGE:.....	\$	3,755,371.77
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	3,549,108.09
8. CURRENT PAYMENT DUE.....	\$	206,263.68
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,175,804.89
(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..... \$ 206,263.68

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

ENGINEER: [Signature] Date: 3/5/2024

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

**Three Rivers CDD
 TRIBUTARY UNIT 15**

Yulee, FL

APPLICATION NUMBER: **8**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 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	\$78,899.99	\$5,812.47	\$0.00	\$84,712.46	83.72%	\$16,468.65	\$4,235.63
100	General Conditions	\$96,874.42	\$74,593.30	\$5,812.47	\$0.00	\$80,405.77	83.00%	\$16,468.65	\$4,020.30
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	\$34,488.75	\$2,742.60	\$0.00	\$37,231.35	87.16%	\$5,485.20	\$1,861.57
300	NPDES Permit Compliance	\$32,911.20	\$24,683.40	\$2,742.60	\$0.00	\$27,426.00	83.33%	\$5,485.20	\$1,371.30
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	\$28,100.05	\$2,693.21	\$0.00	\$30,793.26	70.07%	\$13,155.07	\$1,539.70
400	Surveying	\$22,688.43	\$17,470.08	\$1,361.31	\$0.00	\$18,831.39	83.00%	\$3,857.04	\$941.57
500	Paving And Drainage As-Builts	\$5,293.97	\$2,647.00	\$264.70	\$0.00	\$2,911.70	55.00%	\$2,382.27	\$145.61
500	Water, Sewer, And Reuse As-Builts	\$10,587.93	\$5,293.97	\$529.40	\$0.00	\$5,823.37	55.00%	\$4,764.56	\$291.17
500	Lot As-Builts	\$5,378.00	\$2,689.00	\$537.80	\$0.00	\$3,226.80	60.00%	\$2,151.20	\$161.35
	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	\$1,646,223.80	\$1,303.62	\$0.00	\$1,647,527.42	95.01%	\$86,527.87	\$82,376.38
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	\$322,606.53	\$0.00	\$0.00	\$322,606.53	100.00%	\$0.00	\$16,130.33
1109	Place & Compact Fill (Roadway)	\$22,824.43	\$22,824.43	\$0.00	\$0.00	\$22,824.43	100.00%	\$0.00	\$1,141.22
1110	Earthwork Density Testing	\$26,072.35	\$18,250.66	\$1,303.62	\$0.00	\$19,554.28	75.00%	\$6,518.07	\$977.71
1111	Purchase Fill Material	\$922,972.52	\$922,972.52	\$0.00	\$0.00	\$922,972.52	100.00%	\$0.00	\$46,148.63
1113	Remove/Replace Unsuitables	\$151,532.22	\$151,532.22	\$0.00	\$0.00	\$151,532.22	100.00%	\$0.00	\$7,576.62
1118	Final Dressout	\$94,127.80	\$14,118.00	\$0.00	\$0.00	\$14,118.00	15.00%	\$80,009.80	\$705.90
	Grassing	\$70,260.17	\$16,474.59	\$0.00	\$0.00	\$16,474.59	23.45%	\$53,785.58	\$823.73
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	\$16,474.59	\$0.00	\$0.00	\$16,474.59	100.00%	\$0.00	\$823.73
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	\$74,080.25	\$21,180.61	\$0.00	\$95,260.86	87.67%	\$13,399.29	\$4,763.04
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	\$74,080.25	\$21,180.61	\$0.00	\$95,260.86	90.00%	\$10,584.54	\$4,763.04
	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

**Three Rivers CDD
 TRIBUTARY UNIT 15**

Yulee, FL

APPLICATION NUMBER: **8**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 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	\$58,333.10	\$0.00	\$58,333.10	58.38%	\$41,584.85	\$2,916.66
1804	18" Miami Curb & Gutter	\$64,821.05	\$0.00	\$58,333.10	\$0.00	\$58,333.10	89.99%	\$6,487.95	\$2,916.66
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	\$355,828.50	\$0.00	\$0.00	\$355,828.50	90.55%	\$37,144.80	\$17,791.43
2103	Keystone Retaining Wall	\$355,828.50	\$355,828.50	\$0.00	\$0.00	\$355,828.50	100.00%	\$0.00	\$17,791.43
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	\$566,399.44	\$0.00	\$0.00	\$566,399.44	93.54%	\$39,141.04	\$28,319.99
3003	Dewater Storm Drain	\$26,728.48	\$26,728.48	\$0.00	\$0.00	\$26,728.48	100.00%	\$0.00	\$1,336.43
3000	Storm Drain Installed (Pipe & Structures)	\$507,631.76	\$507,631.76	\$0.00	\$0.00	\$507,631.76	100.00%	\$0.00	\$25,381.59
3077	Underdrain Stubs from Inlets	\$22,360.00	\$22,360.00	\$0.00	\$0.00	\$22,360.00	100.00%	\$0.00	\$1,118.00
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	\$7,048.50	\$0.00	\$0.00	\$7,048.50	24.99%	\$21,158.20	\$352.43
3280	TV Storm Drain	\$10,527.54	\$2,630.70	\$0.00	\$0.00	\$2,630.70	24.99%	\$7,896.84	\$131.54
	Sanitary Sewer	\$399,336.44	\$361,719.27	\$0.00	\$0.00	\$361,719.27	90.58%	\$37,617.17	\$18,085.97
4003	Dewater Gravity Sewer	\$46,663.50	\$46,663.50	\$0.00	\$0.00	\$46,663.50	100.00%	\$0.00	\$2,333.18
4000	Sanitary Sewer Installed (MH's & Pipe)	\$261,009.03	\$261,009.03	\$0.00	\$0.00	\$261,009.03	100.00%	\$0.00	\$13,050.45
4145	Sewer Services	\$54,046.74	\$54,046.74	\$0.00	\$0.00	\$54,046.74	100.00%	\$0.00	\$2,702.34
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	\$331,994.12	\$0.00	\$0.00	\$331,994.12	94.31%	\$20,028.75	\$16,599.71
7000	Water Main Installed (All sizes/types)	\$271,737.00	\$271,737.00	\$0.00	\$0.00	\$271,737.00	100.00%	\$0.00	\$13,586.85
7238	Water Services	\$60,257.12	\$60,257.12	\$0.00	\$0.00	\$60,257.12	100.00%	\$0.00	\$3,012.86
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	\$265,003.52	\$0.00	\$0.00	\$265,003.52	93.22%	\$19,265.75	\$13,250.19
9000	Reuse Main Installed (All types/sizes)	\$200,287.50	\$200,287.50	\$0.00	\$0.00	\$200,287.50	100.00%	\$0.00	\$10,014.39
9234	Reuse Services	\$64,716.02	\$64,716.02	\$0.00	\$0.00	\$64,716.02	100.00%	\$0.00	\$3,235.80
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	\$20,475.00	\$0.00	\$0.00	\$20,475.00	9.94%	\$185,510.00	\$1,023.75
11001	Sleeves, 2.5"	\$34,320.00	\$10,296.00	\$0.00	\$0.00	\$10,296.00	30.00%	\$24,024.00	\$514.80

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: **8**
 APPLICATION DATE: **03/01/2024**
 PERIOD TO: **02/29/2024**
 VCC PROJECT #: **202310**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (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	\$10,179.00	\$0.00	\$0.00	\$10,179.00	18.00%	\$46,371.00	\$508.95
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	\$4,291,717.92	\$92,065.61	\$0.00	\$4,383,783.53	81.76%	\$978,153.62	\$219,189.29
CHANGE ORDERS									
Change Order #001		\$-555,814.56	\$-555,814.56	\$0.00	\$0.00	\$-555,814.56	100.00%	\$0.00	\$-27,790.73
001	ODP Materials - Storm	\$-265,367.25	\$-265,367.25	\$0.00	\$0.00	\$-265,367.25	100.00%	\$0.00	\$-13,268.36
001	ODP Materials - Sanitary	\$-103,446.83	\$-103,446.83	\$0.00	\$0.00	\$-103,446.83	100.00%	\$0.00	\$-5,172.34
001	ODP Materials - Watermain	\$-100,159.28	\$-100,159.28	\$0.00	\$0.00	\$-100,159.28	100.00%	\$0.00	\$-5,007.97
001	ODP Materials - Reuse Main	\$-86,841.20	\$-86,841.20	\$0.00	\$0.00	\$-86,841.20	100.00%	\$0.00	\$-4,342.06
Change Order #002		\$125,054.07	\$0.00	\$125,054.07	\$0.00	\$125,054.07	100.00%	\$0.00	\$6,252.71
1100	Earthwork - Additional Fill, Plan Revisions	\$103,207.23	\$0.00	\$103,207.23	\$0.00	\$103,207.23	100.00%	\$0.00	\$5,160.36
2100	Retaining Wall - Additional wall height, Pla	\$18,105.50	\$0.00	\$18,105.50	\$0.00	\$18,105.50	100.00%	\$0.00	\$905.28
3000	Storm Changes from Plan Revisions, 8/18/2	\$3,741.34	\$0.00	\$3,741.34	\$0.00	\$3,741.34	100.00%	\$0.00	\$187.07
		\$-430,760.49	\$-555,814.56	\$125,054.07	\$0.00	\$-430,760.49	100.00%	\$0.00	\$-21,538.02
TOTAL----->		\$4,931,176.66	\$3,735,903.36	\$217,119.68	\$0.00	\$3,953,023.04	80.16%	\$978,153.62	\$197,651.27

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$206,263.68**, 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 **02/29/2024** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 15
Location: Yulee, FL
Invoice#: _____

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: 03/01/2024

Lienor's Name: Vallencourt Construction Co. Inc.
Address: 449 Center Street
Green Cove Springs, FL 32043
Phone: (904) 291-9330

By: 

Printed Name: Tim Gaddis
Title: Senior Project Manager

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ of _____, a _____, on behalf of the corporation.

Personally known _____ or Produced Identification _____ Type of Identification _____

Notary Public

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

Title	2023-10 - PayApp - TRIBUTARY UNIT 15 - Vallencourt Construction Co. Inc. - Feb2024
File name	202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_Feb2024.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	03/01/2024 13:28:08 EST Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	03/01/2024 13:41:57 EST 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 CDD - 2023 ACQUISITION AND CONSTRUCTION 48 - Vallencourt Unit 15 (aPP 8)

Final Audit Report

2024-03-07

Created:	2024-03-05
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv7CFTRmqS1d6Y1bgAX8OT4AU2v22kJ7B

"Three Rivers CDD - 2023 ACQUISITION AND CONSTRUCTION 48 - Vallencourt Unit 15 (aPP 8)" History

-  Document created by Shelley Blair (blairs@etmnc.com)
2024-03-05 - 6:26:32 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2024-03-05 - 6:26:44 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2024-03-07 - 2:13:28 PM GMT- IP address: 54.235.53.171
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-03-07 - 2:13:44 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2024-03-07 - 2:13:44 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: **49**

- (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: **\$ 8,776.97**

- (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 212677 (Feb 2024) Master Site Planning (WA#7)	\$ 1,070.00
Invoice 212681 (Feb 2024) Tributary Unit 8 CEI (WA#8)	\$ 246.97
Invoice 212682 (Feb 2024) Edwards Road Water Main CEI Services (WA#9)	\$ 1,236.50
Invoice 212690 (Feb 2024) Tax Exempt Purchase Administration (Unit B) (WA#14)	\$ 1,005.00
Invoice 212692 (Feb 2024) Unit 10 CEI Services (WA#15)	\$ 3,737.50
Invoice 212693 (Feb 2024) Unit 15 CEI Services (WA#18)	\$ 1,481.00
TOTAL REQUISITION 49:	\$ 8,776.97

- (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.

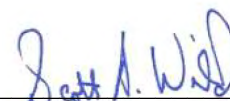
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

March 01, 2024
 Invoice No: 212677

Total This Invoice \$1,070.00

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

Professional Services rendered through February 24, 2024

Phase 01 Master Site Planning

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	24,952.75	24,952.75
Limit			25,000.00
Remaining			47.25

Total this Phase 0.00

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
Executive VP/Chief Engineer				
Wild, Scott	2/10/2024	1.00	335.00	335.00
Wild, Scott	2/24/2024	1.00	335.00	335.00
Project Manager				
Milligan, Neal	2/10/2024	2.00	200.00	400.00
Totals		4.00		1,070.00

Total Labor 1,070.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,070.00	16,219.50	17,289.50
Limit			25,000.00
Remaining			7,710.50

Total this Phase \$1,070.00

Phase XP Expenses

Total this Phase 0.00

Total This Invoice \$1,070.00

Outstanding Invoices

Number	Date	Balance
211747	1/5/2024	670.00
212170	1/31/2024	670.00
Total		1,340.00

Total Now Due \$2,410.00

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

March 01, 2024
 Invoice No: 212681

Total This Invoice \$246.97

Project 22324.00000 Tributary Unit 8 CEI (WA#8)

Professional Services rendered through February 24, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount	
Engineer						
Menyhart, Nicholas	2/10/2024		.50	175.00	87.50	
CEI Inspector						
Steeple, Travis	2/24/2024		1.00	132.00	132.00	
Totals			1.50		219.50	
						219.50

Billing Limits

	Current	Prior	To-Date
Total Billings	219.50	40,323.25	40,542.75
Limit			59,520.00
Remaining			18,977.25

Total this Phase \$219.50

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

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	7,158.00	7,158.00
Limit			10,000.00
Remaining			2,842.00

Total this Phase 0.00

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

Expenses

Mileage			27.47	
Total Expenses		1.0 times	27.47	27.47

Billing Limits

	Current	Prior	To-Date	
Total Billings	27.47	1,019.07	1,046.54	
Limit			1,500.00	
Remaining			453.46	

Total this Phase \$27.47

Total This Invoice \$246.97

Outstanding Invoices

Number	Date	Balance
211752	1/5/2024	1,838.00
212177	1/31/2024	1,499.50
Total		3,337.50

Total Now Due \$3,584.47

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

March 01, 2024

Invoice No: 212682

Total This Invoice \$1,236.50

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

Professional Services rendered through February 24, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	2/17/2024		1.00	335.00	335.00
Wild, Scott	2/24/2024		2.00	335.00	670.00
CEI Project Manager/Project Admin.					
Donchez, James	2/17/2024		.50	184.00	92.00
Donchez, James	2/24/2024		.50	184.00	92.00
Administrative Support					
Blair, Shelley	2/10/2024		.50	95.00	47.50
	Totals		4.50		1,236.50
	Total Labor				1,236.50

Billing Limits	Current	Prior	To-Date
Total Billings	1,236.50	10,676.00	11,912.50
Limit			20,160.00
Remaining			8,247.50
		Total this Phase	\$1,236.50

Phase 02 Owner Requested Plan Revisions

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	4,989.25	4,989.25
Limit			5,000.00
Remaining			10.75
		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

Total this Phase **0.00**

Total This Invoice **\$1,236.50**

Outstanding Invoices

Number	Date	Balance
211753	1/5/2024	427.00
212178	1/31/2024	3,392.88
Total		3,819.88

Total Now Due **\$5,056.38**

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

March 01, 2024
 Invoice No: 212690

Total This Invoice \$1,005.00

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

Professional Services rendered through February 24, 2024

Phase 01 CDD Tax Exempt Purchase Administration

Labor

			Hours	Rate	Amount	
Executive VP/Chief Engineer						
Wild, Scott	2/3/2024		1.00	335.00	335.00	
Wild, Scott	2/17/2024		2.00	335.00	670.00	
Totals			3.00		1,005.00	
Total Labor						1,005.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,005.00	20,832.00	21,837.00
Limit			25,000.00
Remaining			3,163.00

Total this Phase \$1,005.00

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 \$1,005.00

Outstanding Invoices

Number	Date	Balance
211761	1/5/2024	335.00
Total		335.00

Total Now Due \$1,340.00

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

March 01, 2024

Invoice No: 212692

Total This Invoice \$3,737.50

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

Professional Services rendered through February 24, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount	
Project Manager						
Milligan, Neal	2/3/2024		.50	200.00	100.00	
Milligan, Neal	2/10/2024		1.00	200.00	200.00	
Engineer						
Menyhart, Nicholas	1/27/2024		6.00	175.00	1,050.00	
Menyhart, Nicholas	2/10/2024		3.00	175.00	525.00	
CEI Project Manager/Project Admin.						
Donchez, James	2/3/2024		.50	184.00	92.00	
Donchez, James	2/10/2024		.50	184.00	92.00	
Donchez, James	2/17/2024		.50	184.00	92.00	
Donchez, James	2/24/2024		.50	184.00	92.00	
CEI Sr. Inspector						
Brooks, Jeffrey	2/3/2024		2.50	163.00	407.50	
Brooks, Jeffrey	2/10/2024		2.00	163.00	326.00	
Brooks, Jeffrey	2/17/2024		1.00	163.00	163.00	
CEI Inspector						
Steeple, Travis	2/24/2024		1.50	132.00	198.00	
Totals			19.50		3,337.50	
Total Labor						3,337.50

Billing Limits	Current	Prior	To-Date
Total Billings	3,337.50	42,384.50	45,722.00
Limit			65,520.00
Remaining			19,798.00

Total this Phase \$3,337.50

Phase 02 Progress Meetings

Labor

		Hours	Rate	Amount
Project Manager				
Milligan, Neal	2/3/2024	1.00	200.00	200.00
Milligan, Neal	2/10/2024	1.00	200.00	200.00
Totals		2.00		400.00
Total Labor				400.00

	Current	Prior	To-Date	
Billing Limits				
Total Billings	400.00	9,041.75	9,441.75	
Limit			12,960.00	
Remaining			3,518.25	
			Total this Phase	\$400.00

Phase	03	Owner Requested Plan Revisions		
Billing Limits				
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	<u><u>\$3,737.50</u></u>

Outstanding Invoices

	Number	Date	Balance	
	211765	1/5/2024	7,918.00	
	212185	1/31/2024	2,652.50	
	Total		10,570.50	
			Total Now Due	\$14,308.00

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

March 01, 2024
Invoice No: 212693

Total This Invoice	\$1,481.00
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Project 22443.01000 Three Rivers CDD-Unit 15 CEI Services (WA#18)

Professional Services rendered through February 24, 2024

Phase 01. Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Project Manager					
Milligan, Neal	2/3/2024		.50	200.00	100.00
CEI Project Manager/Project Admin.					
Donchez, James	2/3/2024		.50	184.00	92.00
Donchez, James	2/10/2024		.50	184.00	92.00
Donchez, James	2/17/2024		.50	184.00	92.00
Donchez, James	2/24/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	2/3/2024		2.00	163.00	326.00
Brooks, Jeffrey	2/10/2024		2.00	163.00	326.00
Brooks, Jeffrey	2/17/2024		1.00	163.00	163.00
CEI Inspector					
Steeple, Travis	2/24/2024		1.50	132.00	198.00
Totals			9.00		1,481.00
Total Labor					1,481.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,481.00	14,602.00	16,083.00
Limit			69,108.00
Remaining			53,025.00

Total this Phase \$1,481.00

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

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	350.00	350.00
Limit			10,000.00
Remaining			9,650.00
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			<u><u>\$1,481.00</u></u>

Outstanding Invoices			Balance
Number	Date		
211766	1/5/2024		3,706.50
212186	1/31/2024		1,610.00
Total			5,316.50
Total Now Due			\$6,797.50






2023 ACQUISITION AND CONSTRUCTION 49 - ETM

Final Audit Report

2024-03-07

Created:	2024-03-07
By:	Shelley Blair (blairs@etmnc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXIS4zNbWHV99GIVL4mUYCNGZEdyXquA

"2023 ACQUISITION AND CONSTRUCTION 49 - ETM" History

-  Document created by Shelley Blair (blairs@etmnc.com)
2024-03-07 - 7:27:35 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkem@greenpointllc.com) for signature
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-  Email viewed by Carolina Aristimuno (gkem@greenpointllc.com)
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-  Document e-signed by Carolina Aristimuno (gkem@greenpointllc.com)
Signature Date: 2024-03-07 - 9:43:25 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2024-03-07 - 9:43:25 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: **174**
- (2) Name of Payee pursuant to Acquisition Agreement:
Bio-Tech Consulting, Inc.
- (3) Amount Payable: **\$1,450.00**
- (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): **Inv #177955 – Tributary Units 16 & 17, Invs 177957 & 177956 – Tributary Trails**
- (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;

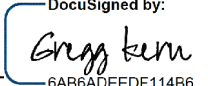
4. each disbursement represents a Cost of the Project which has not previously been paid.

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: 3-16-24



Invoice

Invoice #: 177955
Invoice Date: 2/21/2024
Project Manager: JM
Project #: 1138-07 Tri...
Contract #: 22-1772

Bill To:

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

Project Name: Tributary Units 16 & 17
(22-1772)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	20-12	SJRWMD - ERP Application	6,000.00	3,000.00	6,000.00	0	100.00%	0.00
	20-13	SJRWMD - ERP Application RAI	10,000.00	10,000.00	1,200.00	0	12.00%	0.00
	20-14	SJRWMD - ERP Meeting	4,000.00	4,000.00	750.00	0	18.75%	0.00
	20-30	SJRWMD - Conceptual ERP Modification	3,000.00	3,000.00		0	0.00%	0.00
	20-27	SJRWMD - Conceptual ERP Application RAI	5,000.00	5,000.00		0	0.00%	0.00
	26-01	ACOE - Pre-App Meeting	900.00	900.00	900.00	0	100.00%	0.00
	26-20	ACOE - Permit Modification	4,000.00	4,000.00		0	0.00%	0.00
	26-21	ACOE - Permit Modification RAI	6,000.00	6,000.00	7,200.00	0	120.00%	0.00
	26-02	ACOE - Wetland Line Review	1,200.00	1,200.00		0	0.00%	0.00
	26-24	ACOE - Public Notice	2,000.00	2,000.00	300.00	0	15.00%	0.00
12/1/2023	65-00	General Coordination - Coord w/ Engineers (X-sec drawings)	5,000.00	150.00	3,622.50	1	75.45%	150.00

Current Charges \$150.00

Payments/Credits \$0.00

Invoice Total \$150.00

We appreciate your business!



Invoice

Invoice #: 177957
Invoice Date: 2/21/2024
Project Manager: JM
Project #: 1138-08 Tri...
Contract #: 23-789

Bill To:

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

Project Name: Tributary Trails
 (23-789)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	20-01	SJRWMD - Pre-App Meeting	800.00	800.00	800.00	0	100.00%	0.00
	20-12	SJRWMD - ERP Application	3,500.00	3,500.00	3,500.00	0	100.00%	0.00
	20-13	SJRWMD - ERP Application RAI -	4,000.00	150.00	2,400.00	4	75.00%	600.00
		TOTAL						
12/6/2023	20-13	SJRWMD - ERP RAI				1		
12/7/2023	20-13	SJRWMD - ERP RAI				1		
12/8/2023	20-13	SJRWMD - ERP RAI				2		
	20-11	SJRWMD - On-Site Meeting	1,200.00	1,200.00	1,200.00	0	100.00%	0.00
	65-00	General Coordination	2,400.00	2,400.00		0	0.00%	0.00

We appreciate your business!

Current Charges	\$600.00
Payments/Credits	\$0.00
Invoice Total	\$600.00



Invoice

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

Invoice #: 177956
Invoice Date: 2/21/2024
Project Manager: JM
Project #: 1138-08 Tri...
Contract #: 23-1954

Bill To:

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

Project Name: Tributary Trails
 (23-1954)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
12/12/2023	99-20	Pass Thru Costs (Remaining SJRWMD Permit Fee)	700.00	700.00		1	100.00%	700.00

We appreciate your business!

Current Charges	\$700.00
Payments/Credits	\$0.00
Invoice Total	\$700.00

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B11

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **175**
- (2) Name of Payee pursuant to Acquisition Agreement:

Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$12,669.37**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **March 2024 – Invoice #2024-6450, 2024-6449, 2024-6446, 2024-6313 & 2024-6**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

100% Neighborhood wss

***** INVOICE *****



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

Date: March 1, 2024

Invoice Number 2024-6450

Services Provided 02/1/24 – 02/29/24

Mr. Gregg Kern, 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	0	\$.00
Principal	\$205	0	\$0.00
TOTAL		0	\$.00

Subtotal \$.00

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	0	\$0.00
TOTAL		0	\$0.00

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	\$9,085.00	\$0.00

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	\$8,625.00	\$0.00

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	100	\$4,025.00	\$3,220.00	\$805.00

Total Amount Due \$805.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

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

100% Infrastructure WES

***** INVOICE *****



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

Date: March 1, 2024

Invoice Number 2024-6449

Net 15 days

Mr. Gregg Kern, Chairman
Three Rivers CDD
c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

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

Task 5 Construction Phase Services

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$90	0	\$0.00
CADD Designer	\$130	4	\$520.00
Engineer	\$135	2	\$270.00
Professional Engineer	\$155	5	\$775.00
Principal	\$210	3	\$630.00
TOTAL		14	\$2,195.00

1. Coordination with contractor and subcontractors on changes requested
2. Shop drawing review, keeps coming in each week

Amount Due \$2,195.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

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

Master Infrastructure 100% WES

***** INVOICE *****



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

Date: March 1, 2024

Invoice Number 2024-6446

Services Provided 01/1/24 –02/29/24

Mr. Gregg Kern, Chairman
Three Rivers CDD
c/o **Wrathell, Hunt and Associates, LLC**
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

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

Task 1 Master Planning

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	1	\$85.00
CADD Designer	\$130	12	\$1,560.00
Engineer	\$125	10	\$1,250.00
Professional Engineer	\$145	05	\$725.00
Principal	\$205	4	\$820.00
TOTAL		32	\$4,440.00

1. Submitted DRC and attended DRC meeting
2. Prepared and submitted SEP to Nassau County
3. Prepared and submitted an ERP modification for the playfield
4. Revised Grading of over flow field

Task ADD001 Traffic Engineering Services (ETM)

(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	0	\$0.00
Principal	\$205	0	\$0.00
TOTAL		0	\$0.00

Subtotal \$4,440.00

Other Direct Costs:

DPS Printing \$72.14

Total ODC \$72.14

Total Amount Due \$ 4,512.14

Select Contract Term Regarding Invoicing:

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

100% Neighborhood WES

***** INVOICE *****



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

Date: March 1, 2024

Invoice Number 2024-6313

Net 15 days

Mr. Gregg Kern, Chairman
Three Rivers CDD
c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

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

Task 1 Preliminary Engineering **\$16,500.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$16,500.00	0	\$16,500.00	100	\$16,500.00	\$16,500.00	\$0.00

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

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

Task 3 SJRWMD Design & Permitting **\$26,240.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$26,240.00	0	\$26,240.00	100	\$26,240.00	\$26,240.00	\$0.00

Task 4 Final Engineering & Design

\$49,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$49,200.00	0	\$49,200.00	100	\$49,200.00	\$46,740.00	\$2,460.00

Task 5a Permitting- ERP

\$8,200.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	100	\$8,200.00	\$8,200.00	\$0.00

Task 5b Permitting- Nassau County

\$8,200.00

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

Task 5c Permitting JEA & FDEP

\$6,560.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,560.00	0	\$6,560.00	100	\$6,560.00	\$6,560.00	\$0.00

Task 6 Coordination of Secondary Utility

\$1,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$1,500.00	0	\$1,500.00	30	\$450.00	\$450.00	\$0.00

Task 7 Construction Phase Services NTE

\$12,000.00

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$75	0	\$0.00
CADD Designer	\$100	0	\$0.00
Engineer	\$135	5	\$675.00
Principal	\$185	1	\$185.00
TOTAL		6	\$860.00

Subtotal \$860.00

Other Direct Costs:

Nassau County Board Permit Fee	\$3,928.40
DPS Printing	\$ 555.14
Nassau County Newspaper Ad	<u>\$ 310.67</u>
Total ODC	\$4,794.21

Total ODC \$4,794.21

Total Amount Due \$5,654.21

PM REVIEW: initials (msb)

Select Contract Term Regarding Invoicing:

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

100% Master Infrastructure w/ES

***** INVOICE *****



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

Date: March 1, 2024

Invoice Number 2024-6

Net 15 days

Mr. Gregg Kern, Chairman
Three Rivers CDD
c/o Stephanie Schackmann
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

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

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

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$10,000.00	0	\$10,000.00	100	\$10,000.00	\$10,000.00	\$0.00

Task 2 SJRWMD Design & Permitting \$15,520.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$15,520.00	0	\$15,520.00	100	\$15,520.00	\$15,520.00	\$0.00

Task 3 Final Engineering & Design \$55,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$55,000.00	\$30,000	\$85,000.00	75	\$63,750.00	\$63,750.00	\$0.00

Task 4a Permitting- ERP

\$6,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,000.00	\$2,500.00	\$8,500.00	100	\$6,000.00	\$6,000.00	\$0.00

Task 4b Permitting- Nassau County

\$5,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	0	\$5,000.00	50	\$2,500.00	\$2,500.00	\$0.00

Task 4c Permitting JEA & FDEP

\$5,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	\$2,500.00	\$7,500.00	100	\$5,000.00	\$5,000.00	\$0.00

Task 6 Coordination of Secondary Utility

\$1,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$1,500.00	0	\$1,500.00	10	\$150.00	\$150.00	\$0.00

Task 7 Construction Phase Services

\$18,500.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$18,500.00	0	\$18,500.00	10	\$1,850.00	\$1,850.00	\$0.00

Other Direct Costs:

Nassau News Leader Legal AD \$308.02

Total Amount Due \$308.02

PM REVIEW: initials (msb)

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

3C1



February 23, 2024

Three Rivers CDD at Tributary
76117 Tributary Dr.
Yulee FL 32097

RE: POOL SERVICE FOR 1 POOL

Coastal Luxury Outdoors (“Coastal”) will provide complete pool service **5 days per week from April 1st through September 30th and 3 days per week from October 1st through March 31st.**

Our complete service for your pool(s) includes the following:

- Leaf Net Debris from the Pool
 - Test Water and Record DOH Log & Findings
 - Balance/Adjust Water Chemistry
 - Basic Chemicals (Sanitizer, Filter, pH and Alkalinity Adjusters)
 - Brush and Clean Pool Tile*
 - Vacuum/or Brush the Pool Interior*
 - Backwash and Clean Filters*
 - Close and Shock Pool*
 - *Service Required Following Severe Weather Conditions will be Quoted Separately*
 - *Salt, Algicide and Degreasing of Filters will be Quoted Separately*
- *Denotes on an “as needed” basis*

**Coastal will report any necessary operational or DOH repairs.
In the event DOH issues should arise Coastal will handle all communications with the DOH.
Required repairs will be quoted and must be approved by management before proceeding.**

NOTE: POOL EQUIPMENT/FILTERS MUST BE FUNCTIONAL AND IN GOOD WORKING CONDITION FOR COASTAL TO PERFORM PROPER SERVICE. IF REPAIRS QUOTED ARE NOT APPROVED IN A TIMELY MANNER ADDITIONAL CHARGES WILL BE INVOICED FOR THE ADDED LABOR/CHEMICALS. POOL LEAKS NOT BEING REPAIRED IN A TIMELY MANNER WILL ALSO INCUR ADDITIONAL CHARGES FOR LABOR/CHEMICALS.

**Pool Service with Chemicals – \$2,300 (Billed Monthly in Advance)
ALL CUSTOMERS WILL BE REQUIRED TO SUBMIT PAYMENT VIA ACH**

Coastal reserves the right to adjust monthly service rate due to chemical shortages and vendor price increases.

We appreciate the opportunity to earn your business. As a monthly service customer, you will receive the highest quality service available. Your technician will be trained and experienced in the care of commercial pools to the State of Florida DOH Standards. Please note that either party may terminate this contract with a 30-day written notice via certified mail with or without cause. If the account is delinquent in payments the 30-day notice will not apply. Customer agrees to pay all collection costs, including reasonable attorney’s fees and court costs which are incurred to collect any unpaid balances.

DocuSigned by:
Gregg Kern 3/1/2024
6AB6ADEEDF114B6
Property Representative Date

EFFECTIVE DATE: TBD – 12/31/24

Please scan and e-mail signed contract to: heidi@coastalluxurypv.com

Coastal Luxury Outdoors
(904) 543-2626
115 Solana Rd., Suite C
Ponte Vedra Beach FL 32082

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3C11



9 January 2024

Mr. Gregg Kern
Three Rivers Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

**RE: Tributary DRI Water Quality Sampling and Erosion Control Inspections 2024
Nassau County, Florida
Proposal/Contract for Services
ERS Proposal No. P240416**

Dear Mr. Kern:

SES Environmental Resource Solutions LLC (ERS) is pleased to provide you with this proposal/contract to assist with DRI Water Quality Sampling for four quarters of 2024 and to provide bi-weekly erosion and sedimentation control inspections at the Tributary project located in Nassau County.

We look forward to working with you on this project. Please feel free to contact me with any questions.

Sincerely,

SES ENVIRONMENTAL RESOURCE SOLUTIONS LLC

Patrick Pierce
Senior Environmental Scientist/Project Manager

Attachment: Proposal/Contract for Services
General Terms and Conditions

PCP/P240416 Tributary Water Quality 2024

PROPOSAL/CONTRACT

Prepared for:

Mr. Gregg Kern

Three Rivers Community Development District

c/o Wrathell, Hunt & Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

9 January 2024

**RE: Tributary DRI Water Quality Sampling and Erosion Control Inspections 2024
Nassau County, Florida
Proposal/Contract for Services
ERS Proposal No. P240416**

Scope of Services

Task 1 – DRI Water Quality Sampling. SES Environmental Resource Solutions LLC (ERS) will conduct quarterly water quality monitoring consistent with the Florida Department of Environmental Protection (FDEP)-approved Tributary DRI Water Quality Monitoring Plan dated January 2023, to include water quality physio-chemical analysis at three stations quarterly following guidelines established by FDEP. Physio-chemical analysis will consist of in-situ measurements at three stations and additional laboratory water quality analysis at three stations.

Quarterly reports will be filed with FDEP after review and approval by Client. This task will cover three monitoring events to occur in 2024.

**Task 1 – Fixed Fee.....\$16,000.00
(4,000.00 per Quarterly Sampling Event, 4 events in 2024)**

Task 2 – Biweekly Erosion and Sedimentation Control Inspection. SES Environmental Resource Solutions LLC (ERS) will provide a FDEP-qualified stormwater management inspector that will inspect erosion and sediment control systems, surface water and stormwater points of discharge, and disturbed areas of the Tributary development. Water samples will be collected within the project development boundaries and at boundary points where surface water or stormwater discharges flow offsite. Suspended solid particles (turbidity) will be measured in the water samples using a calibrated turbidity meter. The inspections will occur approximately every fourteen calendar days (biweekly). ERS understands that locations of points of discharge and disturbed areas will change as the overall development progresses. An e-mail report documenting erosion and sediment control system deficiencies and turbidity measurements will be provided after each inspection. This scope will cover inspections through the calendar-year 2024.

Task 2 – Fixed Fee \$800.00/per inspection event

Meetings/Consultation. Any requested meetings or consultation that are beyond the scope of services as described above will be invoiced on a time and materials basis at standard hourly rates.

If this proposal, which incorporates the attached General Terms and Conditions by reference, meets with your approval, please sign below and return a copy to our office as your authorization to proceed. We look forward to working with you.


TERMS ACCEPTED:

For: Three Rivers CDD

For: SES Environmental Resource Solutions LLC

Date: 3/5/2024

Date: 9 January 2024

By: 
(Signature)

By: 
(Signature)

Gregg F Kern
(Printed/Typed)

Kim Allerton
(Printed/Typed)

PCP/P240416 Tributary Water Quality 2024

General Terms and Conditions

GC-1 DEFINITIONS

- A. "Consultant" shall be defined as SES Environmental Resource Solutions LLC.
- B. "Client" means the company entering into this Agreement with Consultant.
- C. Consultant and Client will be collectively referred to as the "Parties" or sometimes individually as a "Party".
- D. "Work" is defined as the services being provided by Consultant to Client, and all duties and responsibilities associated therewith.
- E. "Agreement" is defined as the Agreement reached by the Parties for the Work and all documents referenced in and made a part of the Agreement, including, but not limited to Consultant's Cost Estimate and associated proposal.

GC-2 ORDER OF PRECEDENCE

- All contract documents and subsequently issued modifications are essential parts of this Agreement, and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, errors, or omissions, the following order of precedence shall be used:
- A. Cost Estimate including Scope of Work and Agreement signature page.
 - B. General Terms and Conditions.
 - C. Attachments, if any.

GC-3 ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, or understanding not set forth herein and nothing contained in proposals, correspondence, discussions, or negotiations prior to the date of this agreement has any effect on this agreement unless specifically incorporated herein. No changes, amendments, or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by the Parties.

GC-4 RESPONSIBILITIES

Consultant has the responsibility for providing the services described in the cost estimate. The Work is to be performed according to accepted industry standards of care and is to be completed in a timely manner. The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope (the Work). The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the Work. The Client shall also communicate changes in the nature and scope of the Work as soon as possible during performance of the Work so that the changes can be incorporated into the work product.

GC-5 HEADINGS

The captions in this Agreement are for convenience only and shall not define or limit any of the terms herein.

GC-6 SEVERABILITY AND INTERPRETATION

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall not be affected and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Each Party acknowledges that it has had a fair and reasonable opportunity to review this Agreement, which shall be construed as though drafted by both parties.

GC-7 WAIVER

The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

GC-8 OWNERSHIP OF DOCUMENTS AND DATA

All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, videos, project-customized software, project-customized intellectual property, and reports which are first produced by the Consultant in the performance of the Work are, and will remain, the property of Consultant.

GC-9 INDEPENDENT CONTRACTOR

Consultant represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Work under this Agreement. Consultant shall perform the Work hereunder in accordance with its own methods subject to compliance with the Agreement. Consultant agrees to be solely responsible for all matters pertaining to its status as a business in the state as well as all federal laws, IRS requirements, and labor laws as they pertain to the Work being performed and paid under this Agreement. Consultant shall act as an independent contractor and not as the agent of Client in performing this Agreement, maintaining complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Agreement or any lower-tier purchase order or Agreement awarded by Consultant shall create any contractual relationship or rights between any lower-tier supplier or subcontractor and Client. Nothing contained in the Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.

GC-10 SITE ACCESS AND CONDITIONS AFFECTING THE WORK

The Client will grant or obtain free access to the Work site, if any, for all equipment and personnel necessary for the Consultant to perform the Work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by the Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Cost Estimate and associated Scope of Work. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee structure and expense reimbursement policy. Before starting the Work, the Consultant shall review all existing site conditions, drawings if any, specifications if any, and other documents relative to the Work, as well as the information furnished by Client pursuant to the Work. Any errors, inconsistencies or omissions then discovered by the Consultant shall be reported promptly to the Client for clarification. Consultant shall not proceed in conflict areas without specific written direction from the Client.

GC-11 DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site. Under the terms of this Agreement, the term "hazardous materials" includes, but is not limited to, hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, mold and asbestos. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition that may mandate a renegotiation of the scope of Work. Consultant and Client agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are

General Terms and Conditions

encountered. Client agrees to make all disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, its agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

GC-12 CONSIDERATION AND COMPENSATION

Consultant shall be paid in accordance with the rates and/or prices established in the Agreement. Unless amended in writing and signed by the Parties, Consultant is not obligated to incur expenses and cost in excess of that amount.

GC-13 BILLING AND PAYMENT

Consultant will submit invoices to Client monthly or upon the completion of the Work. Invoices will reflect charges for different personnel and expense classifications or will indicate a lump sum charge for services rendered in accordance with the Cost Estimate. Payment is due thirty (30) days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, on past due accounts. If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

GC-14 WRITTEN NOTICE

The addresses provided for the Parties in the Agreement shall be the addresses for all notices and correspondence in all matters dealing with this Agreement. Except as otherwise expressly provided herein, all written notices required to be delivered by the Parties pursuant hereto shall be deemed so delivered at the time delivered by hand one business day after confirmed transmission by facsimile or other electronic system (with confirmation copy sent by regular U.S. Mail or overnight delivery service) or 3 business days after placement in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, or to such other address as such party may designate by 10 days' advance written notice to the other Party.

GC-15 FORCE MAJEURE

Neither Party shall be liable nor be able to terminate this Agreement for any failure to perform hereunder where such failure is proximately caused by a Force Majeure Occurrence, which is defined as an occurrence beyond the control and without the fault or negligence of the Party affected and which by exercise of reasonable diligence the Party is unable to prevent or protect against. Without limiting the generality of the foregoing, Force Majeure Occurrences shall include: acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, terrorist acts, government sanction or embargo, labor disputes of third parties to this Agreement, or the prolonged failure of electricity or other vital utility service. Any Party asserting Force Majeure as an excuse to performance shall have the burden of proving proximate cause, that reasonable steps were taken to minimize the delay and damages caused by events when known, and that the other Party was timely notified of the likelihood or actual occurrence which is claimed as grounds for a defense under this clause.

GC-16 INSURANCE

For its sole protection, Consultant shall carry and maintain in force and effect during the entire term of this Agreement the following required insurance policies: Commercial General Liability, Worker's Compensation and Employer's Liability, Business Auto Liability, and Professional Liability. Evidence of Insurance referencing these policies will be provided upon request. No additional insurance terms or provisions will be provided.

GC-17 LIMITATION OF LIABILITY

Client agrees that the Consultant's liability for on account of any error, omission, or other professional negligence will be limited to a sum not to exceed Fifty Thousand (\$50,000.00) Dollars, or Consultant's fee, whichever is greater. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of One Million (\$1,000,000.00) Dollars upon Client's written request, provided that Client agrees to pay an additional consideration of four percent (4%) of the total fee for the project or Five Hundred (\$500.00) Dollars, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

GC-18 INDEMNITY

Subject to the limits established in the Limitation of Liability clause herein, each Party shall defend, save the other together with their agents, servants, employees, representatives, officers, directors, sureties, attorneys, owners, affiliates, heirs, assigns, suppliers and subcontractors harmless from and against and shall indemnify the other for any liability, loss, costs, expenses, or damages to the extent of its negligent acts or omissions in performing under this Agreement. To the extent of its negligence, the indemnifying Party shall defend said action at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such indemnifying Party fails or neglects to so defend, the Party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Such undertaking of defense shall not be deemed an admission of liability, an agreement to assume liability, or a waiver of any right or remedy which the undertaking Party may have. In the event of any indemnified claim against Consultant by Client or any third person associated with Client, Consultant reserves the right to choose legal counsel and direct the defense of such claim at Client's sole cost and expense if the Client is notified of the claim, the claim is the result of Client's efforts, and the Client either fails or neglects to defend the claim. Each Party shall protect, defend, indemnify and hold harmless the other Party hereto from and against any and all damages and expenses arising out of a claim of actual or alleged infringement of patent, copyright, trademark or trade name asserted in connection with the use of equipment, tools, or methods of operation furnished pursuant to this Agreement. In no event, whether on warranty, contract, or negligence, shall either Party be liable to the other for incidental, indirect, or consequential damages, including but not limited to, loss of profits, loss of revenue, loss of use of equipment or facilities, costs of capital, cost of substitute or underutilization of equipment, facilities or labor, downtime costs, or claims of customers resulting from the performance or nonperformance of obligations of this Agreement.

GC-19 STANDARD OF CARE

Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the Work. No other warranty, expressed or implied, is made. The Client recognizes that site conditions may change from those observed at the site at the time Work is performed. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of the performance of the Work. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information provided.

GC-20 PROPRIETARY AND CONFIDENTIAL INFORMATION

Information which is exchanged under or in connection with this Agreement may include proprietary and confidential information of the disclosing Party. The receiving Party shall not disclose such confidential information to others or use it for any purposes other than this Agreement without prior written consent from disclosing Party. All such proprietary information shall be clearly marked as "Proprietary." In the event proprietary information is orally disclosed, it should then be

General Terms and Conditions

reduced to writing and marked "Proprietary" within ten (10) days thereafter. The receiving Party shall use at least the same degree of care to prevent disclosure to any third party of misuse of the proprietary information as it employs with respect to its own proprietary information of like importance and use. Proprietary information shall not include, and this paragraph shall not apply to information which: (a) was in the receiving Party's possession or was known to the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes public knowledge without fault of the receiving Party; (c) is acquired by the receiving Party from a third party with good legal title thereto and without binder of secrecy; (d) is independently developed by the receiving Party; (e) is used or disclosed with the prior written approval of the disclosing Party; or (f) is disclosed pursuant to the requirement or request of U.S. or other governmental agency. If such a requirement or request is presented by the U.S. or other governmental agency, Consultant will immediately notify Client and will give Client a reasonable opportunity to contest or dispute such disclosure if they deem necessary. The obligations stated under this clause shall survive the expiration or termination of this Agreement and any extension thereof for a period of two (2) years. All tangible forms and copies of the proprietary information, such as written documentation, delivered by either Party to the other pursuant to this Agreement shall be and remain the property of the issuing Party, and all such tangible information shall be properly returned to said Party or destroyed upon its written request. Any work papers, memoranda or other writings prepared by the receiving Party incorporating any or all of the information shall also be subject to the provisions of this Agreement.

GC-21 RESOLUTION OF DISPUTES

The Parties agree to attempt to resolve any dispute by direct negotiations and in good faith. If these negotiations prove unsuccessful, the following rules shall apply: The Parties agree that this Agreement, and the performance or breach thereof, shall be governed and construed in accordance with the substantive and procedural laws of the State of Florida, United States of America. Any dispute, controversy, claim or difference arising out of or relating to, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties, shall be resolved definitively and exclusively by arbitration under the Rules of Procedure of the American Arbitration Association (the "Rules") then prevailing, which arbitration shall be held in Jacksonville, Florida. Arbitration shall be by a single arbitrator within thirty (30) calendar days after demand for arbitration, the arbitrator being chosen in accordance with the Rules. It is agreed that all documentary submissions, presentations and proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties, and judgment upon any award rendered may be entered in any court having jurisdiction thereof. Any time which elapses in attempting to resolve the dispute through either or both negotiation or arbitration shall extend day-for-day any applicable statute(s) of repose or limitation of actions. The Parties agree that this arbitration obligation shall survive the termination of this Agreement, whether by default or convenience. Notwithstanding anything to the contrary, (a) Consultant reserves the right to pursue and obtain injunctive or equitable relief from a court of law; (b) if a lawsuit or arbitration is brought against Consultant in a court of law and such claims involve, directly or indirectly, Client's work, Consultant reserves the right to join Client in such arbitration or lawsuit, and (c) if any claims by Client involve, directly or indirectly, the work or obligations of other persons, Consultant reserves the right to join such other persons to its arbitration or litigation with Client.

GC-22 ASSIGNMENT

Neither the Client nor the Consultant may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other Party. However, Consultant may assign rights to be paid amounts due to a financing institution if Client is promptly furnished a written notice and a signed copy of such assignment. If assigned, all covenants, stipulations and promises of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

GC-23 TAXES

Unless otherwise stated in this Agreement, Client shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Agreement required by law and hereby indemnifies and holds harmless Consultant from any liability on account of any and all such taxes, levies, duties, assessments, and deductions. Unless otherwise provided herein, the price of the Work includes all applicable federal, state and local taxes.

GC-24 COMPLIANCE WITH LAWS

The Parties will comply with applicable laws, statutes, ordinances, orders, rules and regulations of all governmental authorities having jurisdiction over the Work to be performed, and will have all licenses, permits, and other necessary documents for the performance of the Work.

GC-25 CHANGES

This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or part, except by written instruments signed by the Parties hereto. When, in the Consultant's opinion, any direction from Client or any other discovery or occurrence, constitutes a change to the Agreement terms, Consultant shall notify the Client immediately in writing to obtain a written instrument implementing the change. Upon request from Client, Consultant may be required at a later date to submit a formal written request including all necessary supporting documentation to justify the change. Notice of request for change must be given as soon as practical, and at all times must be given prior to any action being taken by Consultant on the changed Work or activity. A modification constitutes complete agreement between the Parties regarding any changes made to the Agreement.

GC-26 SUSPENSION

The Client may for any reason direct the Consultant to suspend performance of any part or all of the Agreement for an indefinite period of time. If any such suspension significantly delays progress or causes the Consultant additional direct expenses in the performance of the Agreement, not due to the fault or negligence of the Consultant, the compensation to the Consultant shall be adjusted by a formal modification to the Agreement and the time of performance shall be extended by the actual duration of the suspension.

GC-27 TERMINATION

This Agreement may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice plus reasonable termination expenses.

In the event of termination, or suspension of more than three months prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as necessary to complete the project files and may also complete a report on the service performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs incurred by Consultant in completing, compiling and transmitting such analyses, records and reports.

GC-28 RETENTION OF RECORDS

Consultant will retain all pertinent records relating to the services performed for a period of five (5) years following completion of the Work, during which period the records will be made available to the Client at all reasonable times.

GC-29 SUCCESSORS

All covenants, stipulations and promises in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives. Neither Party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other Party, provided, however, that a successor in interest by merger, by operation of law, assignment, purchase, or otherwise of the entire business of either Party, shall acquire all interest of such Party hereunder. Prohibited assignments shall be void at the option of the non-assigning Party.

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 February 28, 2024 at 3:00 p.m., at the Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034.

Present were:

Gregg Kern	Chair
Mike Taylor	Vice Chair
Joe Cornelison	Assistant Secretary
Rose Bock	Assistant Secretary

Also present:

Ernesto Torres	District Manager
Wes Haber	District Counsel
Michael Molineaux	Castle Group
Megan Maldonado	GreenPointe Developers

Residents present:

Patty Carr	Michael Jakob	Keith Howard	Savannah Dougherty
Ron Last	Debra Maceri	Tracy Evans	Mickey Davis-Porter
Jay Oscar	Chiquita Oscar	Ted Goldman	Regina Goldman

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:09 p.m. Supervisors Kern, Cornelison and Bock were present. Supervisor Taylor was not present at roll call. Supervisor Odom was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

40 **THIRD ORDER OF BUSINESS****Consent Agenda**

41

42 Mr. Torres presented the following:

43 **A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023 (support**44 **documentation available upon request)**45 **I. Number 28: England-Thims & Miller, Inc. [\$12,152.18]**46 **II. Number 29: Vallencourt Construction Co., Inc. [\$510,347.18]**47 **III. Number 30 Vallencourt Construction Co., Inc. [\$189,276.04]**48 **IV. Number 31: Vallencourt Construction Co., Inc. [\$281,064.96]**49 **V. Number 32: England-Thims & Miller, Inc. [\$6,799.43]**50 **VI. Number 33: Bio-Tech Consulting, Inc. [\$2,800.00]**51 **VII. Number 34: Vallencourt Construction Co., Inc. [\$276,504.14]**52 **VIII. Number 35: Dock Medics of Florida [\$33,850.00]**53 **IX. Number 36: Vallencourt Construction Co., Inc. [\$175,779.68]**54 **X. Number 37: Vallencourt Construction Co., Inc. [\$208,260.20]**55 **XI. Number 38: England-Thims & Miller, Inc. [\$26,594.50]**56 **XII. Number 39: Rinker Materials [\$4,320.00]**57 **XIII. Number 40: Bio-Tech Consulting, Inc. [\$12,225.00]**58 **XIV. Number 41: Vallencourt Construction Co., Inc. [\$127,664.64]**59 **XV. Number 42: Vallencourt Construction Co., Inc. [\$102,935.71]**60 **XVI. Number 43: Onsight Industries, LLC [\$22,069.00]**61 **XVII. Number 44: Clary & Associates [\$1,875.00]**62 **XVIII. Number 45: England-Thims & Miller, Inc. [\$13,024.88]**63 **B. Consideration/Ratification of Requisition(s): Series 2021B (support documentation**64 **available upon request)**65 **I. Number 165: Bio-Tech Consulting, Inc. [\$3,225.00]**66 **II. Number 166: Dominion Engineering Group [\$3,285.00]**67 **III. Number 167: Dominion Engineering Group [\$4,737.50]**68 **IV. Number 168: ECS Florida, LLC [\$1,500.00]**69 **V. Number 169: Dominion Engineering Group, Inc. \$2,730.00]**

- 70 VI. Number 170: Dominion Engineering Group, Inc. [\$6,141.00]
- 71 VII. Number 171: ECS Florida, LLC [\$1,000.00]
- 72 VIII. Number 172: Dominion Engineering Group, Inc. [\$1,985.50]
- 73 IX. Number 173: Dominion Engineering Group, Inc. [\$7,500.00]

74 C. Ratification Item(s)

- 75 I. Onsight Industries, LLLC Agreement to Furnish & Install Cluster Mailboxes

76

77 On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the
78 Consent Agenda items, were accepted, approved and ratified, accordingly.

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81 **FOURTH ORDER OF BUSINESS**

**Consideration of Resident Suspension from
Use of CDD Amenity Facilities**

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84 Mr. Torres distributed letters and recalled that, on January 28, 2024, a letter was sent to
85 the resident outlining the reasons for his suspension from use of the CDD amenities. Under the
86 Amenity Rules, District Staff has the ability to suspend a resident who violates a certain rule.
87 The reasons are listed on Page 19 of the Amenity Policy Rules, under Paragraph 2.

88 Mr. Torres read Item 2H from the Amenity Rules and Paragraph 2 from the January 28,
89 2024 letter into the record, as follows:

90 “Engages in conduct that is improper or likely to endanger the welfare, safety, harmony
91 or reputation of the District, or its supervisors, staff, facility management, contractors or other
92 representatives or other Patrons.”

93 “Reason for Suspension. The District has been advised that you are treating staff
94 members in a threatening and abusive manner. This conduct is a violation of the District’s
95 adopted Amenity Policies and Rates, including, but not limited to the following: Patrons and
96 their Guests shall treat all staff members and other Patrons with courtesy and respect.
97 Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or
98 termination of Amenity access and usage privileges. (See Amenity Policies and Rates Section 2P
99 under General Amenity Policies).”

100 Mr. Torres stated, based on the resident's actions, a letter was sent via email and
101 Certified Mail to his residence, suspending him until the next meeting date of February 15,
102 2024. Given that there was a quorum/attendance issue for the February 15, 2024 meeting, Staff
103 re-issued the letter with today's meeting date.

104 **Mr. Taylor arrived at the meeting.**

105 Mr. Torres stated the suspended individual is not present today to tell his side of
106 incident. He referenced a letter from the resident's attorney demanding that the suspension be
107 lifted.

108 Mr. Torres asked District Counsel to advise as to what actions can be taken at this time.

109 Mr. Haber stated the CDD's Rules of Procedure has a suspension provision that
110 essentially gives the Board the authority to weigh the severity of the violation and determine
111 what they believe to be the appropriate amount of time for a suspension. The Board will be
112 able to consider the facts that were alleged, as far as this particular resident's actions, and what
113 resulted in Staff's issuance of the letter. The longest period that a resident can be suspended is
114 30 days; hence the need to hold a meeting today, instead of delaying this to the March
115 meeting, as that would extend the suspension beyond 30 days.

116 Mr. Haber stated he is not versed in all the details but understands that there are other
117 legal actions proceeding against this resident, importantly and specifically related to the same
118 actions that are the foundation of this suspension. He voiced his understanding that the staff
119 member who is being harassed as alleged by the facts in this case has also sought an injunction
120 and those same facts will be part of that injunction matter. Mr. Haber stated that the Board can
121 consider the suspension to be co-equal with the amount of time that the injunction is in place.
122 He noted that whatever action the Board takes today will be precedent-setting for this District
123 as it relates to how subsequent violations will be treated. Ultimately, this item merits discussion
124 by the Board, Staff and any attendee that has any information about the incident, so that a
125 determination can be made by the Board. Mr. Haber stated with respect to trying to align the
126 suspension with the outstanding legal action on the injunction, it is for due process purposes as
127 the suspended resident needs to be given an understanding of when the suspension might be
128 lifted. If the Board decides to have the suspension last longer than the injunction, the

129 recommendation is to make it to the injunction plus some period of time after that, at which
130 time the Board could reconvene to determine whether it wants to extend the suspension or
131 have it end on the time period subsequent to the expiration of the injunction. Ultimately, once
132 a decision is made, another letter will be sent to the resident's Counsel and he will be given an
133 opportunity to appeal any action taken at today's meeting. The resident was given an
134 opportunity to appear at today's meeting and neither he nor his Counsel are present.

135 Mr. Haber responded to questions regarding the filing of a restraining order, the
136 timeframe of the injunction, what happens if the injunction is dismissed, if Staff requested any
137 materials from the suspended resident, if any additional documents were received other than
138 the letter from the resident's Counsel and if compensation is being sought.

139 The Board and Staff discussed the incident that led to the suspension, the restraining
140 order, whether the suspension is from use of all or just some of the amenities and if a letter
141 was sent advising of the change in meeting date.

142 Mr. Torres stated, at this point and pending the Board's decision, another letter would
143 be issued to the suspended resident and his Counsel. He confirmed that the resident was given
144 an opportunity to come forward and make his case.

145 Mr. Kern opened the discussion to the residents and stated that comments must be
146 limited to three minutes.

147 A resident asked about the nature of the incident, where it occurred and if there is video
148 footage of what transpired. Mr. Kern stated it was during business hours in CDD facilities and it
149 is unclear if there is video footage. The incident was verbal, not physical, with threats of abuse.

150 A resident voiced his concern about the fairness of the suspension and stated the
151 employee had the resident arrested. He voiced his belief that that there should be a check and
152 balance between someone making a court complaint and having a resident arrested without an
153 opportunity to defend himself. Mr. Haber clarified that the staffer is not an employee of the
154 CDD and the CDD and the Board do not have anything to do with the actions of the police or
155 the judicial system; the only thing the CDD and the Board controls is taking all complaints
156 seriously, for due process purposes; as to the limitations on what the CDD can do, it is limited to
157 30 days.

158 A resident asked why is the Board getting involved if the staff member is not a CDD
159 employee. Mr. Kern stated the staffer is still a worker in the CDD via the contractor that the
160 CDD hired; therefore, the Board has some responsibility to those workers as this is their place
161 of employment.

162 Resident Ron Last expressed his opinion that the Board should go into this with an open
163 mind and, after the injunction is over, it should take the opportunity to extend the suspension if
164 that is the determination.

165 Mr. Kern stated, to the extent that the Board is setting a precedent, it should have the
166 flexibility to reconsider what needs to be considered today; either an extension of the
167 suspension or lifting the suspension with certain parameters.

168 Ms. Bock stated she is in favor of extending the suspension and tying it to the injunction
169 but giving the Board options.

170 The consensus was to extend the suspension for the period of the injunction until the
171 Board is provided with additional information from the judicial system, within the parameter of
172 reconvening, possibly within 30 days from that determination, for the Board to consider
173 additional facts.

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On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, extending the suspension of Mr. Morales from District owned and operated amenity-related facilities, etc., subject to the period of the injunction and perhaps 30 days beyond the period of injunction for the Board to reconvene and evaluate the suspension, was approved.

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182 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2024-03, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date

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188 Mr. Torres presented Resolution 2024-03 and reviewed the Amended Fiscal Year 2023
189 budget. The total expenditures were underbudgeted by \$23,384. The purpose of the
190 Resolution is to prevent a finding in the annual audit.

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On MOTION by Ms. Bock and seconded by Mr. Kern, with all in favor, Resolution 2024-03, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; and Providing for an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-04, Designating a Date, Time, and Location for Landowners’ Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date

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Mr. Torres presented Resolution 2024-04. Seats 1, 2 and 4, currently held by Mr. Odom,

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Mr. Cornelison and Ms. Bock, respectively, will be up for election.

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On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, Resolution 2024-04, Designating a Date, Time, and Location of November 5, 2024 at 11:00 a.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097, for a Landowners’ Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Consideration of Landscape Forms, Inc., Quote for Replacement Litter [Trash Cans]

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Mr. Torres presented Landscape Forms, Inc., Quote 0000404532. It was noted that the quote will be amended to remove the tax, as the CDD is a tax-exempt entity.

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Discussion ensued regarding the style of the trash cans, the vendor, importance of uniformity with the intended design of the amenity, cost and a funding source.

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On MOTION by Mr. Taylor and seconded by Mr. Kern, with all in favor, Landscape Forms, Inc., Quote 0000404532 for litter/trash cans, as amended to remove sales tax, was approved.

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EIGHTH ORDER OF BUSINESS

Consideration of Ansana Interior Design Inc Proposal for Umbrellas

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Mr. Torres presented the Ansana Interior Design Inc. Proposal PR- 11291 for umbrellas.

Discussion ensued regarding closing the umbrellas after pool use in the summer months, the need to purchase alternative bases to secure and protect the umbrellas and a not-to-exceed (NTE) amount for the bases.

Mr. Kern asked that this expense come from the “Repairs: maintenance” line item.

Mr. Molineaux will coordinate with the vendor for separate proposals for umbrella stands.

On MOTION by Mr. Taylor and seconded by Mr. Cornelison, with all in favor, Ansana Interior Design Inc. Proposal PR-11291 for umbrellas, as amended to remove the sales tax, was approved.

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, authorizing the purchase of umbrella bases, in a not-to-exceed amount of \$4,000, and designating a Supervisor to have final approval on the selection of the alternative bases, was approved.

NINTH ORDER OF BUSINESS

Update: Required Ethics Training and Disclosure Filing

- **Sample Form 1/Instructions**

Mr. Haber presented the Kutak Rock Memorandum regarding the ethics training requirement. He discussed online course options and filing Form 1 electronically.

TENTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, to Designate the Date, Time and Place of a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rates Regarding District Amenity Facilities

Mr. Torres presented Resolution 2024-05.

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On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, Resolution 2024-05, to Designate the Date, Time and Place of April 18, 2024 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097, for a Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rates Regarding District Amenity Facilities, was adopted.

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ELEVENTH ORDER OF BUSINESS

Discussion: Resolution Regarding Enforcement of Traffic Laws; Requesting Exercise of Nassau County Sherriff Office Jurisdiction

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Mr. Haber stated this is a Nassau County requirement. There is a resolution and the CDD would enter into an agreement that would be attached as an exhibit to the resolution. The resolution stipulates that the Board would adopt acknowledging the CDD’s agreement to allow the County to enforce traffic on its roads, which are public. He noted that Staff previously processed these documents for other CDDs in Nassau County CDDs and has a fair level of success coordinating with the Sheriff’s Office to secure traffic enforcement.

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Mr. Torres stated he has a copy of the resolution that allows Staff to commence the process and, if the Board is amenable, the documents can be executed and Staff can then follow up with the Sheriff’s office.

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Asked to describe the process if there are traffic violation issues, Mr. Haber stated residents must call local law enforcement for traffic violations since the law governing CDDs specifically states that CDDs do not have traffic enforcement authority, despite owning the roads. Mr. Kern stated the agreement acknowledges that law enforcement is able to enter the community to enforce traffic laws. He asked if there was discussion with the Sheriff’s Office about additional services. Mr. Torres stated that they offered to provide additional services but that would be separate from this service.

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On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the Resolution Regarding Enforcement of Traffic Laws; Requesting Exercise of Nassau County Sherriff Office Jurisdiction, in substantial form, and authorize the Board Chair to review and execute the agreement, was approved.

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TWELFTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of January 31, 2024**

Mr. Torres presented the Unaudited Financial Statements as of January 31, 2024.

On MOTION by Mr. Cornelison and seconded by Mr. Kern, with all in favor, the Unaudited Financial Statements as of January 31, 2024, were accepted.

THIRTEENTH ORDER OF BUSINESS **Approval of November 16, 2023 Regular Meeting Minutes**

On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the November 16, 2023 Regular Meeting Minutes, as presented, were approved.

FOURTEENTH ORDER OF BUSINESS **Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineers: Dominion Engineering Group, Inc. and ETM**
There were no reports from District Counsel or the District Engineer.
- C. Property Manager: Castle Group**
 - Consideration of Commercial Fitness Products Preventative Maintenance Plans [Monthly & Quarterly]**

Mr. Molineaux reported the following:

- A full preventative maintenance was performed at the gym yesterday and the report states that the equipment is in good condition, considering the amount of use by residents.
- The Board’s approval is needed for a monthly or quarterly preventative maintenance schedule.
- Commercial Fitness Products recommends a quarterly maintenance with a maintenance agreement for \$395 per visit or \$1,580 per year.

Mr. Molineaux responded to questions regarding if the vendor is the original provider, extending the warranty and preventative maintenance.

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On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the Commercial Fitness Products Preventative Maintenance Plan for quarterly maintenance, in the amount \$395 per visit, for an annual total of \$1,580, subject to the opportunity to extend the warranty, was approved.

- The patio furniture and the breezeway are scheduled to be pressure washed on April 1st.
- A new playground swing was delivered and will be installed by an approved installer shortly.
- A new pool maintenance vendor is needed. Proposals will be obtained and presented at the next meeting.
- Staff is working on obtaining an estimate for a screen near the pickleball courts and securing proposals for janitorial services for service five days per week; proposals will be presented at a future meeting.
- The dog park is being utilized by non-residents. An access control system must be considered.

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On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, authorizing the expenditure of a not-to-exceed amount of \$1,000 to secure the dog park gate, was approved.

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D. Lifestyle Director: OnPlace, LLC

Mr. Torres stated that the Lifestyle Director sent an email reporting that previous events were successful and the upcoming events include an Italian Cuisine Night, St. Patrick’s Day Karaoke and Tributary Spring Break.

E. District Manager: Wrathell, Hunt and Associates, LLC

I. Discussion: Fiscal Year 2025 Budget

Mr. Torres reported that budget season has commenced. He is coordinating with District Management Staff to provide a draft Fiscal Year 2025 budget to the Board by the next meeting.

II. NEXT MEETING DATE: March 21, 2024 at 3:00 PM

The next meeting will be held in the Amenity Center.

368 ○ **QUORUM CHECK**

369 All Supervisors present confirmed their attendance at the March 21, 2024 meeting.

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371 **FIFTEENTH ORDER OF BUSINESS****Board Members' Comments/Requests**

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373 There were no Board Members' comments or requests.

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375 **SIXTEENTH ORDER OF BUSINESS****Public Comments**

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377 Mr. Last asked for an update on the construction of a turn lane on Tributary. He voiced
378 his opinion that the lakeview water quality is horrendous and drivers are not slowing down
379 despite the speed humps.380 Mr. Kern stated, regarding the turn lane, the CDD is in the review process with the
381 Florida Department of Transportation (FDOT) for the secondary western entrance into
382 Tributary, which will be an extension of Spine Road and Tributary Drive as it loops around back
383 to 200. In that analysis, the FDOT will make a recommendation and the expectation is that, at
384 the time of construction of the westerly entrance, the FDOT will require the construction of a
385 right turn lane into the current entrance. The Engineering and permitting process is still in
386 process and construction will soon follow. The speed hump, coupled with enforcement from
387 the Sheriff's Office, should deter speeders. Regarding the lake, Mr. Kern stated that the
388 Lakeview HOA is responsible for aquatic maintenance and it is the HOA's prerogative as to what
389 level of standards it would like the esthetics to be in terms of lake bank maintenance.390 Resident Chiquita Oscar asked for local police presence in the mornings and afternoons
391 at the bus stop. She thinks elementary schoolchildren should not be left unattended as they
392 have been damaging property, pulling on the flowers and pulling the Clubhouse door.393 Resident Jay Oscar questioned why the fitness center closes at 10:00 p.m., and
394 expressed his opinion that it should be open 24 hours per day for use "at your own risk" to
395 accommodate residents who work nights. Mr. Kern stated the Board can take that into
396 consideration.397 Resident Mickey Davis-Porter questioned if there is any recourse when paying the
398 amenity center fees but not having sufficient access and asked if the fees can be refunded. She

399 cited issues with non-residents at pool parties and issues securing pavilions, being excluded at
400 the gym and with a lack of oversight from on-site management. Mr. Kern stated the Board will
401 confer with the Lifestyle Director about the issues raised by Ms. Davis-Porter.

402 Resident Debra Maceri asked for better IDs for residents and voiced her belief that,
403 because the gate is open, too many non-residents are using the amenities. Mr. Kern stated the
404 Board and Staff will consider enforcement options. Mr. Molineaux urged Ms. Maceri to call him
405 directly.

406 Resident Mike Jakob questioned the rate increases for amenity rentals and commented
407 that the sidewalks and concrete gutters on Sunberry and Red Twig Way are breaking apart and
408 in need of repairs. Mr. Torres stated the rental rates were increased at the November 2023
409 meeting to discourage constant use of the facility.

410 Resident Keith Howard asked about the amenity rates, illuminating the pickleball courts,
411 if there is any consideration for constructing basketball courts. He asked if there is an
412 opportunity to make a curb cut at the mailbox cluster on Unit 2 and asked for construction
413 updates on Police Lodge Way, Unit 16, Unit 17, Unit 8, Unit 10, Unit 12 and Unit 14. Mr. Kern
414 stated the CDD has been working with the County extensively to obtain approvals to move
415 forward on the various construction phases.

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417 **SEVENTEENTH ORDER OF BUSINESS**

Adjournment

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On MOTION by Ms. Bock and seconded by Mr. Kern, with all in favor, the meeting adjourned at 5:03 p.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

¹Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	3:00 PM
November 16, 2023	Regular Meeting	3:00 PM
December 21, 2023 CANCELED	Regular Meeting	3:00 PM
January 18, 2024 CANCELED	Regular Meeting	3:00 PM
January 18, 2024	CDD 101 Presentation (THIS IS NOT A BOARD MEETING)	3:00 PM
February 15, 2024 CANCELED	Regular Meeting	3:00 PM
February 28, 2024 ¹	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