

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

April 15, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

April 8, 2021

Board of Supervisors
Three Rivers Community Development District

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

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Regular Meeting on April 15, 2021 at 3:00 p.m., at Amelia Walk Amenity Center, 85287 Majestic Walk Circle, Fernandina Beach, Florida 32034. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Ratification of Contract(s)/Proposal(s) /Change Order(s)/Purchase Order(s)/Requisition(s) *(support documentation available upon request)*
 - I. FPL LED Lighting Agreement for Street Light Addition
 - B. Consideration of Requisitions *(support documentation available upon request)*
 - I. Requisition Number 17: Auld & White Constructions, LLC. [\$24,253.82]
 - II. Requisition Number 18: Bio-Tech Consulting, Inc. [\$1,442.50]
 - III. Requisition Number 19: Core & Main [\$4,749.36]
 - IV. Requisition Number 20: Hopping Green & Sams [\$1,500.00]
 - V. Requisition Number 21: Preferred Materials, Inc. [\$28,614.23]
 - VI. Requisition Number 22: Forterra Pipe & Precast, LLC [\$61,791.77]
 - C. Consideration of Change Order(s)
4. Consideration of FPL LED Lighting Agreement for Street Lights Phase 1A Units 2, & 3
5. Acceptance of Unaudited Financial Statements as of February 28, 2021
6. Consideration of March 18, 2021 Regular Meeting Minutes

7. Staff Reports

- A. District Counsel: *Hopping Green & Sams, P.A.*
- B. District Engineer: *Dominion Engineering Group, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: May 20, 2021 at 3:00 PM

- QUORUM CHECK

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

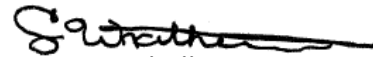
8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

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

CONFERENCE ID: 2144145

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

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**THREE RIVERS CDD
CONSTRUCTION ACCOUNT ACTIVITY
SERIES 2021B BONDS**

Bond proceeds received \$ 3,139,750.00

Requisitions:

Date	Requisition #	Payee	Description	Amount	
Payment verified					
2/19/2021	1	Vallencourt Construction Co., Inc.	App#6657-17; December Units 1, 2, 4 & County Park Inv# 1416267, 1410063, 1410016, 1407511 & 1406658 - Direct	(201,037.23)	
2/19/2021	2	Preferred Materials, Inc.	Purchase of Material	(71,955.54)	
2/19/2021	3	Auld & White Constructors, LLC.	App#1709-2; December Tributary Amenity Center & Entry Invs# N131679, N172935, N174242, N1743743, N208891, N237021, N271932, N271933, N296507, N324626, N389766, N416343, N468299, N472182, N497930, N562337, N611167, N583085, N620876, N623179, N626200, N630293 & N583818	(92,064.87)	
2/19/2021	4	Core & Main LP		(151,065.79)	
3/22/2021	5	Core & Main LP	Inv#M677682	(5,418.40)	
3/22/2021	6	Dominion Engineering Group, Inc.	Invs#2021-4420, 2021-4406, 2021-4423, 2020-4, 2021-4448, 2021- 4408, 2020-4442 & 2021-4429 - December 2020 & January 2021	(52,512.64)	
3/22/2021	7	Vallencourt Construction Co., Inc.	App#6657-18; January Units 1, 2, 4 & County Park	(300,536.33)	
3/1/2021	8	Auld & White Constructors, LLC.	App#1709-3; January Tributary Amenity Center & Entry Invoice #19119 - September 2020 & 19200 - November 2020 - Entry & Blvd. Improvements, Site Improvements - Dog Park	(302,735.10)	
3/22/2021	9	ELM Inc.		(98,275.86)	
3/22/2021	10	Avid Trails, LLC.	Tributary Community Trails Meter Planning Inv#160214 - Three Rivers Development; Inv#160215 - Three Rivers Boardwalk	(13,750.00)	
3/22/2021	11	Bio-Tech Consulting, Inc.		(1,680.00)	
3/22/2021	12	Dominion Engineering Group, Inc.	Invs#2021-44, 2021-4502, 2021-4461, 2021-4482 & 2020-4442 - February & March 2021	(18,352.75)	
3/22/2021	13	Hopping Green & Sams	Inv#120198 - December 2020 Project Construction Services	(240.00)	
3/22/2021	14	Rinker Materials	Invs#22044789, 22036400, 22053685 & 22053686 - Tributary Unit 4	(34,266.84)	
3/22/2021	15	Auld & White Constructors, LLC.	App#1709-4; February Tributary Amenity Center & Entry Invoice #19271 - February 2021 - Entry & Blvd. Improvements, Site Improvements - Dog Park	(437,844.83)	
3/22/2021	16	ELM Inc.		(52,445.54)	
Balance					(1,834,181.72)

Dividends Received

3/1/2021				11.68	
Balance					11.68

Total Cash In Account

1,305,579.96

Presented to Trustee (awaiting verification)

Balance					-
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In circulation (awaiting signatures)

4/5/2021	17	Auld & White Constructors, LLC.	App#1709-5; February Tributary Amenity Center & Entry	(24,252.82)	
4/5/2021	18	Bio-Tech Consulting, Inc.	Inv#160701 - Three Rivers Boardwalk	(1,442.50)	
4/5/2021	19	Core & Main LP	Inv#N981012	(4,749.36)	
4/5/2021	20	Hopping Green & Sams	Inv#121058 - January 2021 Project Construction Services Inv# 1419010, 1419090, 1425344 & 1425466 - Direct Purchase of Material	(1,500.00)	
4/5/2021	21	Preferred Materials, Inc.		(28,614.23)	
4/5/2021	22	Forterra Pipe & Precast, LLC.	Inv#11783906, 11782554, 11780186, 11780582 & 11782554 - Direct Purchase of Materials	(61,791.77)	
Balance					(122,350.68)

Total Cash Available (Excluding Retainage Payable)

1,183,229.28

Retainage Payable

2/19/2021	1	Vallencourt Construction Co., Inc.	App#6657-17; December Units 1, 2, 4 & County Park	(10,580.91)	
2/19/2021	3	Auld & White Constructors, LLC.	App#1709-2; December Tributary Amenity Center & Entry	(10,229.43)	
2/24/2021	7	Vallencourt Construction Co., Inc.	App#6657-18; January Units 1, 2, 4 & County Park	(15,817.70)	
3/2/2021	8	Auld & White Constructors, LLC.	App#1709-3; January Tributary Amenity Center & Entry	(33,637.24)	
3/9/2021	15	Auld & White Constructors, LLC.	App#1709-4; February Tributary Amenity Center & Entry	(48,649.44)	
4/5/2021	17	Auld & White Constructors, LLC.	App#1709-5; February Tributary Amenity Center & Entry	24,252.82	
Balance					(94,661.90)

Total Available(Shortfall): Assuming all Obligations Paid

\$ 1,088,567.38

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

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FPL Account Number: 7434398520

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, THREE RIVERS CDD (hereinafter called the Customer), requests on this 24th day of March, 2021, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Street Light Addition, located in Yulee, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass		1		1
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement		0		0

(1) All new conductor installed is in conduit and billed as Not Under Pavement

(b) Modification to existing facilities other than described above (explain fully): _____

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

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of **\$0.00** prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by

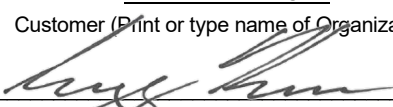
certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

THREE RIVERS CDD
Customer (Print or type name of Organization)

By: 
Signature (Authorized Representative)

Gregg F. Kern
(Print or type name)

Title: Supervisor

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

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**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: **17**
- (2) Name of Payee pursuant to Acquisition Agreement:
Auld & White Constructors, LLC.
- (3) Amount Payable: **\$24,252.82**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Application #1709-5; Tributary Amenity Center and Entry**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

Auld & White Constructors, LLC

Wire Instructions

The instructions are as follows:

Bank: Branch Banking & Trust now Truist

Address: 200 W Forsyth St, Suite 500
Jacksonville, Fl 32202

Acct: 1100014497135

ABA: 263191387

Title: Auld & White Constructors LLC, Operating Depository
Account

Memo: Please indicate the invoice number being paid



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

November 11, 2020

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

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

Dear Renee,

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

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

Physical Address:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Gardell". The signature is fluid and cursive.

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

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Three Rivers CDD
475 West Town Place, suite 114
St. Augustine, FL 32092

Project: 1709- Tributary Amenity Center and Entry
Feature
Owner Proj. No:

Application No. : 1709-5

Distribution to :
 Owner
 Architect
 Contractor

Period To: 2/28/2021

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

Via Architect: ELM

Project Nos: 19-32.1

Contract For: Entry Feature & Amenity Center

Contract Date: 10/26/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$1,622,100.00
2. Net Change By Change Order	(\$68,272.00)
3. Contract Sum To Date	\$1,553,828.00
4. Total Completed and Stored To Date	\$1,059,624.96
5. Retainage:	
a. 7.71% of Completed Work	\$81,709.69
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$81,709.69
6. Total Earned Less Retainage	\$977,915.27
7. Less Previous Certificates For Payments	\$953,862.45
8. Current Payment Due	\$24,252.82
9. Balance To Finish, Plus Retainage	\$575,912.73

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

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

CONTRACTOR: AULD & WHITE CONSTRUCTORS

By: [Signature] Date: 3/7/21
James Durkin

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



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 24,252.82

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

ARCHITECT: [Signature] Date: 3.12.21

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

CONTINUATION SHEET

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

Application No. : 5
 Application Date : 03/09/21
 To: 02/28/21
 Architect's Project No.: 19-32.1

Invoice #: 11254 Contract: 1709- Tributary Amenity Center and Entry Feature

A Item No.	B Description of Work	C Schedule of Values			D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
		Scheduled Value	Approved Changes	Revised Scheduled Value	From Previous Application (D+E)	This Period In Place					
10.00	FIXED GENERAL CONDITIONS	118,500.00	0.00	118,500.00	53,900.00	0.00	0.00	53,900.00	45.49%	64,600.00	5,390.00
10.02	SITE WORK	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
20.00	GENERAL REQUIREMENTS	53,100.00	0.00	53,100.00	18,266.29	0.00	0.00	18,266.29	34.40%	34,833.71	1,826.64
20.02	BOARDWALK	221,100.00	0.00	221,100.00	149,175.00	0.00	0.00	149,175.00	67.47%	71,925.00	14,917.50
30.00	BUILDERS RISK & GEN. LIABILITY INSURANCE	24,500.00	0.00	24,500.00	22,730.00	0.00	0.00	22,730.00	92.78%	1,770.00	2,273.00
30.02	BOARDWALK ADDITIONAL LENGTH - ALLOWANCE	24,000.00	0.00	24,000.00	0.00	0.00	0.00	0.00	0.00%	24,000.00	0.00
40.00	PERFORMANCE & PAYMENT BOND	15,400.00	0.00	15,400.00	3,675.00	0.00	0.00	3,675.00	23.86%	11,725.00	367.50
40.02	LANDSCAPING & IRRIGATION	722,200.00	(68,272.00)	653,928.00	504,101.00	0.00	0.00	504,101.00	77.09%	149,827.00	50,410.10
50.00	BUILDING PERMIT FEES	9,200.00	0.00	9,200.00	3,366.76	0.00	0.00	3,366.76	36.60%	5,833.24	336.68
50.02	BOARDWALK SEALING	9,000.00	0.00	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	0.00
60.01	SITE WORK	15,000.00	0.00	15,000.00	10,477.83	0.00	0.00	10,477.83	69.85%	4,522.17	0.00
70.01	PAVERS	5,300.00	0.00	5,300.00	5,300.00	0.00	0.00	5,300.00	100.00%	0.00	0.00
80.01	CONCRETE	28,800.00	0.00	28,800.00	28,800.00	0.00	0.00	28,800.00	100.00%	0.00	0.00
90.01	MASONRY	45,000.00	0.00	45,000.00	45,460.00	0.00	0.00	45,460.00	101.02%	-460.00	0.00
00.01	TABBYSTONE STUCCO - ALLOWANCE	35,800.00	0.00	35,800.00	20,600.00	0.00	0.00	20,600.00	57.54%	15,200.00	0.00
10.01	SIGNAGE	11,900.00	0.00	11,900.00	11,114.00	0.00	0.00	11,114.00	93.39%	786.00	0.00
20.01	SWING ARBORS	14,400.00	0.00	14,400.00	14,088.65	0.00	0.00	14,088.65	97.84%	311.35	0.00
30.01	FOUNTAIN POT FEATURE - ALLOWANCE	2,500.00	0.00	2,500.00	789.69	0.00	0.00	789.69	31.59%	1,710.31	0.00
40.01	PLUMBING - ALLOWANCE	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00
50.01	ELECTRICAL	107,900.00	0.00	107,900.00	105,898.00	0.00	0.00	105,898.00	98.14%	2,002.00	0.00
00.00	CONTINGENCY	50,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
00.00	CONSTRUCTION MANAGER'S FEE	95,500.00	0.00	95,500.00	61,882.74	0.00	0.00	61,882.74	64.80%	33,617.26	6,188.27
Grand Totals		1,622,100.00	-68,272.00	1,553,828.00	1,059,624.96	0.00	0.00	1,059,624.96	68.19%	494,203.04	81,709.69

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

The undersigned lienor, in consideration of the progress payment in the amount of \$24,252.82 and conditioned upon payment issued to the undersigned by Three Rivers Community Development District in said amount, waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Three Rivers Community Development District on the job of Tributary Entry Feature & Amenity Center to the following described property:

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

AWC Project No. 1709

Dated on March 9, 2021


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

By: _____

Printed Name: James T. Durkin, Project Manager

STATE OF FLORIDA
COUNTY OF DUVAL

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9th DAY OF MARCH 2021 BY JAMES T. DURKIN WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.



NOTARY PUBLIC

BRITTNEY BUSHEY

NOTARY NAME TYPED OR PRINTED



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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

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: **18**
- (2) Name of Payee pursuant to Acquisition Agreement:
Bio-Tech Consulting, Inc.
- (3) Amount Payable: **\$1,442.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Inv #160701 – Three Rivers Boardwalk**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

or

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



Invoice

Invoice #: 160701
Invoice Date: 3/17/2021
Project Manager: JM
Project #: 1138-01 Thr...
Contract #: 20-817

Bill To:

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

Project Name: Three Rivers Boardwalk
 (20-817)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
	26-01	ACOE - Pre-App Meeting	600.00	600.00		0.0	0.00%	0.00
	26-00	ACOE - Coordination	2,000.00	2,000.00	472.50	0.0	23.63%	0.00
	20-01	SJRWMD - Pre-App Meeting	600.00	600.00	600.00	0.0	100.00%	0.00
	20-17	SJRWMD - Permit Modification	3,375.00	3,375.00	405.00	0.0	12.00%	0.00
	20-18	SJRWMD - Permit Modification RAI	3,375.00	3,375.00	135.00	0.0	4.00%	0.00
	65-00	General Coordination -	0.00	1,442.50		1.0		1,442.50
		TOTAL						
2/10/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination (@ \$135.00 P/H)				1.0		
2/11/2021	65-00PM	General Coordination - Consult and review impacts with ELM/adjust buffers for Dominion (@ \$135.00 P/H)				0.5		
2/12/2021	65-00FB	General Coordination - SJRWMD - ERP Modification (@ \$100.00 P/H)				3.0		
2/12/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination (@ \$135.00 P/H)				1.0		
2/15/2021	65-00FB	General Coordination - SJRWMD - ERP Modification (@ \$100.00 P/H)				4.0		
2/24/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination (@ \$135.00 P/H)				1.0		
2/24/2021	65-00PM	General Coordination - Coordinate updated environmental package and upload (@ \$135.00 P/H)				1.0		
2/26/2021	65-00PM	General Coordination - Three Rivers/Tributary CE package preparation and coordination (@ \$135.00 P/H)				1.0		

We appreciate your business!

Current Charges	\$1,442.50
Payments/Credits	\$0.00
Invoice Total	\$1,442.50

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3B111

**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: **19**
- (2) Name of Payee pursuant to Acquisition Agreement:

Core & Main
- (3) Amount Payable: **\$4,749.36**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Purchase of Materials - Invoices #N981012**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

100 % Neighborhood Account %Master Infrastructure Account US

Invoice # N981012
Invoice Date 4/01/21
Account # 244100
Sales Rep CHRISTOPHER VAUSE
Phone # 904-268-7007
Branch #035 Jacksonville, FL
Total Amount Due \$4,749.36

Backordered from:
1/15/21 N562337

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092 3649

000/0000
00000

Shipped To:
VALLENCOURT CONSTRUCTION
THREE RIVERS UNIT 4
SR 200 WEST & EDWARDS ROAD
YULEE, FL

CUSTOMER JOB- PO #009 THREE RVRS U4

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/06/21	2/03/21	SEE BELOW	THREE RVRS U4	PO #009		BEST WAY	N981012

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
	CUSTOMER PO#- #009/PVC PIPE						
	CORE & MAIN PO#- 0118859						
04082614	8 PVC SDR26 HW SWR PIPE (G) 14' BID SEQ# 130	924	924		5.14000 FT		4,749.36

Freight Delivery Handling Restock Misc

Subtotal: 4,749.36
Other: .00
Tax: .00
Invoice Total: \$4,749.36

Terms: NET 30
Ordered By: TIM

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BIV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **20**
- (2) Name of Payee pursuant to Acquisition Agreement:
Hopping Green & Sams
- (3) Amount Payable: **\$1,500.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Project Construction Services for January - Invoice #121058**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

March 1, 2021

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

Bill Number 121058
Billed through 01/31/2021

Project Construction

3RCDD 00103 WSH

FOR PROFESSIONAL SERVICES RENDERED

01/12/21	WSH	Review correspondence from Auld and White regarding change orders; prepare correspondence to Kern and O'Reilly regarding same.	0.60 hrs
01/20/21	WSH	Review proposed change order and prepare correspondence to Kern regarding same.	0.30 hrs
01/25/21	WSH	Review and revise RFP Package.	1.30 hrs
01/26/21	WSH	Participate in conference call to review RFP package for Unit 6; review and revise same.	0.80 hrs
01/27/21	WSH	Finalize RFP notice and confer with Gillyard regarding publication of same.	0.60 hrs
01/29/21	WSH	Revise RFP package to incorporate bid form; prepare construction agreements; confer with Schaefer.	1.40 hrs
Total fees for this matter			\$1,500.00

MATTER SUMMARY

Haber, Wesley S.	5.00 hrs	300 /hr	\$1,500.00
TOTAL FEES			\$1,500.00
TOTAL CHARGES FOR THIS MATTER			\$1,500.00

BILLING SUMMARY

Haber, Wesley S.	5.00 hrs	300 /hr	\$1,500.00
TOTAL FEES			\$1,500.00
TOTAL CHARGES FOR THIS BILL			\$1,500.00

Please include the bill number with your payment.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BV

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **21**
- (2) Name of Payee pursuant to Acquisition Agreement:
Preferred Materials, Inc.
- (3) Amount Payable: **\$28,614.23**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Purchase of Materials – Invoices #1419010, 1419090, 1425344 & 1425466**
- (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: _____



Customer No: 500214
Invoice No: 1419090
Inv Date: 01/26/20
Page: Page 1 of 1
Customer PO: 007
Customer Job: Q597836

Dr

Community Development P.O# 007

Wyn Place
 Port Construction
 Jacksonville FL 32092

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

willencourt.com

TRIBUTARY-Q597836

Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total
Subtotal - Jacksonville New Berlin								
Commercial Sales Rap								
211870R40	9.5mm Commercial Sales Rap	18.22	TON	59.00	0.00	0.00	1,074.98	0.00
211870R40	9.5mm Commercial Sales Rap	19.36	TON	59.00	0.00	0.00	1,142.24	0.00
211870R40	9.5mm Commercial Sales Rap	19.56	TON	59.00	0.00	0.00	1,154.04	0.00
211870R40	9.5mm Commercial Sales Rap	18.22	TON	59.00	0.00	0.00	1,074.98	0.00
Commercial Sales Rap		<u>75.36</u>			TON		<u>4,446.24</u>	<u>0.00</u>
Total Invoice:		75.36					4,446.24	0.00

any credit or debit card will be subject to a \$4.95 convenience fee per transaction. Preferred Materials continues to offer alternate payment options not subject to this fee, including: Check, E-Check

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

Invoice Amount: 4,446.24



Customer No: 500214
Invoice No: 1425466
Inv Date: 02/05/2014
Page: Page 1 of 1
Customer PO: 007
Customer Job: Q59783

Dr

Community Development P.O# 007
 10000 Wynn Place
 Fort Lauderdale, FL 33309
 954-581-1111

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

www.preferredmaterials.com

TRIBUTARY-Q597836

Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total
Subtotal - Jacksonville New Berlin								
m Commercial Sales Rap								
211855R40	12.5mm Commercial Sales Rap	19.06	TON	58.00	0.00	0.00	1,105.48	0.00
		<u>19.06</u>		TON		<u>1,105.48</u>		<u>0.00</u>
m Commercial Sales Rap								
211870R40	9.5mm Commercial Sales Rap	18.40	TON	59.00	0.00	0.00	1,085.60	0.00
211870R40	9.5mm Commercial Sales Rap	18.07	TON	59.00	0.00	0.00	1,066.13	0.00
211870R40	9.5mm Commercial Sales Rap	18.47	TON	59.00	0.00	0.00	1,089.73	0.00
		<u>54.94</u>		TON		<u>3,241.46</u>		<u>0.00</u>
		Total Invoice:		74.00			4,346.94	0.00

Any credit or debit card will be subject to a \$4.95 convenience fee per transaction. Preferred Materials continues to offer alternate payment options not subject to this fee, including: Check, E-Check

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

Invoice Amount: 4,346.94



Customer No: 500214
Invoice No: 142534
Inv Date: 02/04/2
Page: Page 1
Customer PO: 007
Customer Job: Q59783

Dr

Community Development P.O# 007
 Town Place
 Court Construction
 e FL 32092
 allencourt.com

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

TRIBUTARY-Q597836

Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total
Thal - Jacksonville New Berlin								
Commercial Sales Rap								
211870R40	9.5mm Commercial Sales Rap	18.56	TON	59.00	0.00	0.00	1,095.04	0.00
211870R40	9.5mm Commercial Sales Rap	18.76	TON	59.00	0.00	0.00	1,106.84	0.00
211870R40	9.5mm Commercial Sales Rap	19.44	TON	59.00	0.00	0.00	1,146.96	0.00
211870R40	9.5mm Commercial Sales Rap	18.36	TON	59.00	0.00	0.00	1,083.24	0.00
211870R40	9.5mm Commercial Sales Rap	18.44	TON	59.00	0.00	0.00	1,087.96	0.00
Commercial Sales Rap		93.56			TON		5,520.04	0.00
Total Invoice:		93.56					5,520.04	0.00

any credit or debit card will be subject to a \$4.95 convenience fee per transaction. Preferred Materials continues to offer alternate payment options not subject to this fee, including: Check, E-Check

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

Invoice Amount: 5,520.04



Customer No: 500214
Invoice No: 1419010
Inv Date: 01/25/20
Page: Page 2 of 2
Customer PO: 007
Customer Job: Q597836

Dr

 Community Development P.O# 007
 4636 Scarborough Dr
 Lutz, FL 33559
 813-973-2888
 preferredmaterials.com

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

TRIBUTARY-Q597836

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

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

Invoice Amount: 4 0 0

AR OMG Aged Analysis

Company: 216 **Through Month:** 12/50 **Customers:** 500214 - 500214
Receivable Types: All **Receivable Type Group:** Level Of Detail: 1
Aged/Due/Retain/FC: Aged **Include Finance Charges:** Y **Deduct Discounts:** N
Aging Date: 03/29/21 **Age on:** Invoice Date **Date Displayed:** Invoice **Invoices Through:** 12/01/50 **Adj/Pay Through:** 12/01/50
Balance In Excess Of: All **Days In Excess Of:** All **Treat In Excess Of Filters as One:** N
Sort By: Customer Name **Group By:** None **Page Break After Group:** N **Show Credit Limit Warning:** N **Display Cust Address:** N
Description From: D **Cust Sort Range 1:** First - Last **Cust Sort Range 2:** First - Last **Cust Sort Range 3:** First - Last
Sales Person: First - Last **Collector:** First - Last

Invoice	Invoice Date	Description	Total Aged	<31	31-60	61-90	91-180	180+	Retainage
500214		Three Rivers Community Develop							
		Contact: Vallencourt Construction 904-291-3990							
							Status/Terms: H/N30		
							Last Pd \$71,955.54 on 03/01/21		
1419010	01/25/21	TRIBUTARY-Q597836	14,301.01	0.00	0.00	14,301.01	0.00	0.00	0.00
1419090	01/26/21	TRIBUTARY-Q597836	4,446.24	0.00	0.00	4,446.24	0.00	0.00	0.00
1425344	02/04/21	TRIBUTARY-Q597836	5,520.04	0.00	5,520.04	0.00	0.00	0.00	0.00
1425466	02/05/21	TRIBUTARY-Q597836	4,346.94	0.00	4,346.94	0.00	0.00	0.00	0.00
Total For Contract:			28,614.23	0.00	9,866.98	18,747.25	0.00	0.00	0.00
Total Aged + Retain:			28,614.23						
Total For Customer: 500214			28,614.23	0.00	9,866.98	18,747.25	0.00	0.00	0.00
Total Aged + Retain:			28,614.23						
Report Total			28,614.23	0.00	9,866.98	18,747.25	0.00	0.00	0.00
Total Aged + Retain:			28,614.23						

NOTE: * Indicates partial payments for the invoice.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BVI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **22**
- (2) Name of Payee pursuant to Acquisition Agreement:
Forterra Pipe & Precast, LLC.
- (3) Amount Payable: **\$61,791.77**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Purchase of Materials – Invoices #11783906, 11782554, 11780186, 11780582 & 11782554**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

INVOICE



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

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

Invoice Date	Page Number
30-MAR-21	1 of 1
Invoice Number	
11783906	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price	
30-MAR-21	10611	3208203	S-10 036L X 036W X 08WALL X 028H, MONOBASEEXT Piece: 1/1 STRUCTURE TOTAL	1	EACH	1,313.27	1,313.27	
30-MAR-21	10611	3208203	S-10:ACCY CAST USF FGH 5145-6210 STRUCTURE TOTAL	1	EACH	.00	.00	
30-MAR-21	10611	3208203	S-5 036L X 036W X 08WALL X 028H, MONOBASEEXT Piece: 1/1 STRUCTURE TOTAL	1	EACH	1,313.27	1,313.27	
30-MAR-21	10611	3208203	S-59 036L X 036W X 08WALL X 028H, MONOBASEEXT Piece: 1/1 STRUCTURE TOTAL	1	EACH	1,313.27	1,313.27	
30-MAR-21	10611	3208203	S-59:ACCY CAST USF FGH 5145-6210 STRUCTURE TOTAL	1	EACH	.00	.00	
30-MAR-21	10611	3208203	S-5:ACCY CAST USF FGH 5145-6210 STRUCTURE TOTAL	1	EACH	.00	.00	
							MATERIAL SUB-TOTAL	3,939.81

Term: NET 30 DAYS		Total Qty	6	Sales Tax:		.00
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	.00	IF PAID ON OR BEFORE	MO DAY	AMOUNT DUE 3,939.81
				04	29	

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Invoice Date	Page Number
22-MAR-21	1 of 2
Invoice Number	
11782554	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
22-MAR-21	10611	3204883	S-22 048DIA X 05WALL X 060H, MONOBASEEXT Piece: 1/2	✓ 1	EACH	1,023.21	1,023.21
			048DIA X 05WALL X 08H,032DIA ECC, TOPSLAB Piece: 2/2	1	EACH	.00	.00
			STRUCTURE TOTAL				1,023.21
22-MAR-21	10611	3204883	S-22:ACCY CAST USF R&C 655-U-STORM	1	EACH	.00	.00
			RAMNEK 2 PIECE	5	EACH	.00	.00
			STRUCTURE TOTAL				.00
22-MAR-21	10611	3204883	S-57 060DIA X 06WALL X 08H, TOPSLAB Piece: 2/2	1	EACH	.00	.00
			060DIA X 06WALL X 096H, MONOBASEEXT Piece: 1/2	✓ 1	EACH	2,832.56	2,832.56
			STRUCTURE TOTAL				2,832.56
22-MAR-21	10611	3204883	S-57:ACCY CAST USF FGH 5145-6210	1	EACH	.00	.00
			RAMNEK 2 PIECE	5	EACH	.00	.00
			STRUCTURE TOTAL				.00
22-MAR-21	10611	3205382	S-3 060DIA X 06WALL X 078H, MONOBASEEXT	✓ 1	EACH	1,592.75	1,592.75

Term: NET 30 DAYS		Total Qty	
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE MO DAY

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Invoice Date	Page Number
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Invoice Number	
11782554	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
22-MAR-21	10611	3205382	Piece: 1/2 060DIA X 06WALL X 08H,032DIA ECC, TOPSLAB	1	EACH	.00	.00
			Piece: 2/2				
			STRUCTURE TOTAL				1,592.75
			S-3:ACCY				
			CAST USF R&C 655-U-STORM	1	EACH	.00	.00
			RAMNEK 2 PIECE	5	EACH	.00	.00
			STRUCTURE TOTAL				.00
			MATERIAL SUB-TOTAL				5,448.52

Term: NET 30 DAYS		Total Qty	24	Sales Tax:		.00
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	.00	IF PAID ON OR BEFORE	MO DAY	AMOUNT DUE 5,448.52
				04	21	

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Invoice Date	Page Number
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Invoice Number	
11780186	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
26-FEB-21	10611	3196518	S-56 072DIA X 07WALL X 096H, MONOBASEEXT Piece: 1/2 STRUCTURE TOTAL	✓ 1	EACH	3,693.07	3,693.07 3,693.07
26-FEB-21	10611	3196518	S-56:ACCY CAST USF FGH 5145-6210 RAMNEK 2 PIECE STRUCTURE TOTAL	1 6	EACH EACH	.00 .00	.00 .00 .00
26-FEB-21	10611	3196518	S-64 MES-24R-DESC Piece: 1/1 STRUCTURE TOTAL	✓ 1	EACH	396.00	396.00 396.00
26-FEB-21	10611	3196518	ST-54 060L X 060W X 08WALL X 036H, MONOBASEEXT Piece: 1/2 060L X 060W X 08WALL X 08H, TOPSLAB Piece: 2/2 STRUCTURE TOTAL	✓ 1 1	EACH EACH	2,689.58 .00	2,689.58 .00 2,689.58
26-FEB-21	10611	3196518	ST-54:ACCY CAST USF FGH 5145-6210 RAMNEK 2 PIECE STRUCTURE TOTAL	1 8	EACH EACH	.00 .00	.00 .00 .00

Term: NET 30 DAYS		Total Qty	
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE MO DAY

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Invoice Date	Page Number
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11780186	
Sales Contract	Customer Number
11010606	10036287
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Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
26-FEB-21	10611	3196525	S-4 MES, JAX-434, RCP36, 4:1-SLOPE Piece: 1/1	✓ 1	EACH	696.00	696.00
			STRUCTURE TOTAL				696.00
26-FEB-21	10611	3196525	S-55 060L X 060W X 08WALL X 084H, MONOBASEEXT Piece: 1/2	✓ 1	EACH	4,108.87	4,108.87
			060L X 060W X 08WALL X 08H, TOPSLAB Piece: 2/2	1	EACH	.00	.00
			STRUCTURE TOTAL				4,108.87
26-FEB-21	10611	3196525	S-58 MES, JAX-434, RCP36, 4:1-SLOPE Piece: 1/1	✓ 1	EACH	696.00	696.00
			STRUCTURE TOTAL				696.00
01-MAR-21	10611	3196936	S-1 078L X 036W X 08WALL X 028H, MONOBASEEXT Piece: 1/2	✓ 1	EACH	2,945.30	2,945.30
			078L X 036W X 08WALL X 08H, TOPSLAB Piece: 2/2	1	EACH	.00	.00
			STRUCTURE TOTAL				2,945.30
01-MAR-21	10611	3196936	S-11 072DIA X 07WALL X 048H, RISER Piece: 2/3	1	EACH	.00	.00
			072DIA X 07WALL X 060H, MONOBASEEXT Piece: 1/3	✓ 1	EACH	3,849.84	3,849.84

Term: NET 30 DAYS		Total Qty			
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE	MO	DAY

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Invoice Date	Page Number
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Invoice Number	
11780186	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
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Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
01-MAR-21	10611	3196936	072DIA X 07WALL X 08H, TOPSLAB Piece: 3/3 STRUCTURE TOTAL	1	EACH	.00	.00 3,849.84
01-MAR-21	10611	3196936	S-11:ACCY RAMNEK 2 PIECE STRUCTURE TOTAL	6	EACH	.00	.00 .00
01-MAR-21	10611	3196936	S-13 MES-30R-DESC Piece: 1/1 STRUCTURE TOTAL	✓ 1	EACH	575.00	575.00 575.00
01-MAR-21	10611	3196936	S-21 MES-24R-DESC Piece: 1/1 STRUCTURE TOTAL	✓ 1	EACH	396.00	396.00 396.00
02-MAR-21	10611	3197344	S-19 078L X 036W X 08WALL X 028H, MONOBASEEXT Piece: 1/2 078L X 036W X 08WALL X 08H, TOPSLAB Piece: 2/2 STRUCTURE TOTAL	✓ 1	EACH	2,954.30	2,954.30 .00 2,954.30
02-MAR-21	10611	3197344	S-19:ACCY RAMNEK 2 PIECE STRUCTURE TOTAL	8	EACH	.00	.00 .00
02-MAR-21	10611	3197344	S-1:ACCY STRUCTURE TOTAL				.00

Term: NET 30 DAYS			Total Qty			
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE	MO	DAY	

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Invoice Date	Page Number
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Invoice Number	
11780186	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			RAMNEK 2 PIECE	8	EACH	.00	.00
			STRUCTURE TOTAL				.00
02-MAR-21	10611	3197344	S-23				
			078L X 036W X 08WALL X 040H, MONOBASEEXT	✓ 1	EACH	2,945.30	2,945.30
			Piece: 1/2				
			078L X 036W X 08WALL X 08H, TOPSLAB	1	EACH	.00	.00
			Piece: 2/2				
			STRUCTURE TOTAL				2,945.30
02-MAR-21	10611	3197344	S-23:ACCY				
			RAMNEK 2 PIECE	8	EACH	.00	.00
			STRUCTURE TOTAL				.00
02-MAR-21	10611	3197344	S-24				
			078L X 042W X 08WALL X 060H, MONOBASEEXT	✓ 1	EACH	3,717.93	3,717.93
			Piece: 1/2				
			078L X 042W X 08WALL X 08H, TOPSLAB	1	EACH	.00	.00
			Piece: 2/2				
			STRUCTURE TOTAL				3,717.93
02-MAR-21	10611	3197344	S-24:ACCY				
			RAMNEK 2 PIECE	8	EACH	.00	.00
			STRUCTURE TOTAL				.00
02-MAR-21	10611	3197344	S-7				

Term: NET 30 DAYS			Total Qty			
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE		
				MO	DAY	

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Invoice Date	Page Number
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Invoice Number	
11780186	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
04-MAR-21	10611	3198475	MES JAX-434 RCP15/18 4:1 Piece: 1/1 STRUCTURE TOTAL	✓ 1	EACH	247.50	247.50 247.50
04-MAR-21	10611	3198475	S-23:ACCY CAST USF FGH 5145-6210 STRUCTURE TOTAL	2	EACH	.00	.00 .00
04-MAR-21	10611	3198475	S-24:ACCY CAST USF FGH 5145-6210 STRUCTURE TOTAL	2	EACH	.00	.00 .00
04-MAR-21	10611	3198475	S-52 036L X 054W X 06WALL X 024H, MONOBASE Piece: 1/2 036L X 054W X 06WALL X 056H, RISER Piece: 2/2 STRUCTURE TOTAL	✓ 1	EACH	1,788.71	1,788.71
04-MAR-21	10611	3198475	S-52:ACCY CAST USF GRT 6290 SET EYEBOLTS&CHAINS SET STRUCTURE TOTAL	1 2	EACH EACH	.00 .00	.00 .00 1,788.71
04-MAR-21	10611	3198475	S-53 078L X 036W X 08WALL X 028H, MONOBASEEXT	✓ 1	EACH	2,945.30	2,945.30

Term: NET 30 DAYS			Total Qty			
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE	MO	DAY	

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Invoice Date	Page Number
09-MAR-21	6 of 7
Invoice Number	
11780186	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
04-MAR-21	10611	3198475	Piece: 1/2 078L X 036W X 08WALL X 08H, TOPSLAB Piece: 2/2 STRUCTURE TOTAL	1	EACH	.00	.00
			S-53:ACCY				2,945.30
			CAST USF FGH 5145-6210	2	EACH	.00	.00
			RAMNEK 2 PIECE	8	EACH	.00	.00
04-MAR-21	10611	3198475	STRUCTURE TOTAL S-55_1:ACCY				.00
			CAST USF FGH 5145-6210	1	EACH	.00	.00
			RAMNEK 2 PIECE	8	EACH	.00	.00
05-MAR-21	10611	3199214	STRUCTURE TOTAL S-12				.00
			078L X 036W X 08WALL X 046H, RISER	1	EACH	.00	.00
			Piece: 2/3 078L X 036W X 08WALL X 060H, MONOBASEEXT	✓ 1	EACH	4,988.04	4,988.04
			Piece: 1/3 078L X 036W X 08WALL X 08H, TOPSLAB	1	EACH	.00	.00
05-MAR-21	10611	3199214	Piece: 3/3 STRUCTURE TOTAL S-12:ACCY				4,988.04

Term: NET 30 DAYS			Total Qty			
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE		MO	DAY

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Invoice Date	Page Number
09-MAR-21	7 of 7
Invoice Number	
11780186	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
			CAST USF FGH 5145-6210	2	EACH	.00	.00
			STRUCTURE TOTAL				.00
05-MAR-21	10611	3199214	S-19:ACCY				
			CAST USF FGH 5145-6210	2	EACH	.00	.00
			STRUCTURE TOTAL				.00
05-MAR-21	10611	3199214	S-1:ACCY				
			CAST USF FGH 5145-6210	2	EACH	.00	.00
			STRUCTURE TOTAL				.00
05-MAR-21	10611	3199214	S-25				
			MES-24R-DESC	✓ 1	EACH	396.00	396.00
			Piece: 1/1				
			STRUCTURE TOTAL				396.00
			MATERIAL SUB-TOTAL				40,028.74
Term: NET 30 DAYS				Total Qty	116	Sales Tax:	.00
FEIN# 54-0179210		Customer Service# 469-458-7973 credit@forterrabp.com		Take Discount of	IF PAID ON OR BEFORE	AMOUNT DUE	
				.00	MO DAY 04 08	40,028.74	

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

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

Invoice Date	Page Number
10-MAR-21	1 of 2
Invoice Number	
11780582	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
10-MAR-21	10611	3200682	S-2 048DIA X 05WALL X 053H, MONOBASEEXT Piece: 1/2 058X058-SLAB-05-MTR-008-OCT Piece: 2/2 STRUCTURE TOTAL	✓ 1 1	EACH EACH	1,638.98 .00	1,638.98 .00 1,638.98
10-MAR-21	10611	3200682	S-20 048DIA X 05WALL X 060H, MONOBASEEXT Piece: 1/2 058X058-SLAB-05-MTR-008-OCT Piece: 2/2 STRUCTURE TOTAL	✓ 1 1	EACH EACH	1,762.40 .00	1,762.40 .00 1,762.40
10-MAR-21	10611	3200682	S-20:ACCY CAST USF FGH 5145-6210 RAMNEK 2 PIECE STRUCTURE TOTAL	1 4	EACH EACH	.00 .00	.00 .00 .00
10-MAR-21	10611	3200682	S-2:ACCY CAST USF FGH 5145-6210 RAMNEK 2 PIECE STRUCTURE TOTAL	1 4	EACH EACH	.00 .00	.00 .00 .00
10-MAR-21	10611	3200682	S-6 048DIA X 05WALL X 066H, MONOBASEEXT Piece: 1/2	✓ 1	EACH	1,762.40	1,762.40

Term: NET 30 DAYS		Total Qty			
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE	MO	DAY

INVOICE



WWW.FORTERRABP.COM

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

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

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

Invoice Date	Page Number
10-MAR-21	2 of 2
Invoice Number	
11780582	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
10-MAR-21	10611	3200682	058X058-SLAB-05-MTR-008-OCT Piece: 2/2 STRUCTURE TOTAL	1	EACH	.00	.00 1,762.40
10-MAR-21	10611	3200682	S-63 048DIA X 05WALL X 074H, MONOBASEEXT Piece: 1/2	1	EACH	1,762.40	1,762.40
10-MAR-21	10611	3200682	058X058-SLAB-05-MTR-008-OCT Piece: 2/2 STRUCTURE TOTAL	1	EACH	.00	.00 1,762.40
10-MAR-21	10611	3200682	S-63:ACCY CAST USF FGH 5145-6210	1	EACH	.00	.00
10-MAR-21	10611	3200682	RAMNEK 2 PIECE	4	EACH	.00	.00
10-MAR-21	10611	3200682	STRUCTURE TOTAL				.00
10-MAR-21	10611	3200682	S-6:ACCY CAST USF FGH 5145-6210	1	EACH	.00	.00
10-MAR-21	10611	3200682	RAMNEK 2 PIECE	4	EACH	.00	.00
10-MAR-21	10611	3200682	STRUCTURE TOTAL				.00
10-MAR-21	10611	3200682	MATERIAL SUB-TOTAL				6,926.18

Term: NET 30 DAYS		Total Qty	28	Sales Tax:		.00
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	.00	IF PAID ON OR BEFORE	MO	DAY
				04	09	AMOUNT DUE 6,926.18

INVOICE



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Invoice Date	Page Number
22-MAR-21	1 of 2
Invoice Number	
11782554	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
22-MAR-21	10611	3204883	S-22 048DIA X 05WALL X 060H, MONOBASEEXT Piece: 1/2	✓ 1	EACH	1,023.21	1,023.21
			048DIA X 05WALL X 08H,032DIA ECC, TOPSLAB Piece: 2/2	1	EACH	.00	.00
			STRUCTURE TOTAL				1,023.21
22-MAR-21	10611	3204883	S-22:ACCY CAST USF R&C 655-U-STORM	1	EACH	.00	.00
			RAMNEK 2 PIECE	5	EACH	.00	.00
			STRUCTURE TOTAL				.00
22-MAR-21	10611	3204883	S-57 060DIA X 06WALL X 08H, TOPSLAB Piece: 2/2	1	EACH	.00	.00
			060DIA X 06WALL X 096H, MONOBASEEXT Piece: 1/2	✓ 1	EACH	2,832.56	2,832.56
			STRUCTURE TOTAL				2,832.56
22-MAR-21	10611	3204883	S-57:ACCY CAST USF FGH 5145-6210	1	EACH	.00	.00
			RAMNEK 2 PIECE	5	EACH	.00	.00
			STRUCTURE TOTAL				.00
22-MAR-21	10611	3205382	S-3 060DIA X 06WALL X 078H, MONOBASEEXT	✓ 1	EACH	1,592.75	1,592.75

Term: NET 30 DAYS		Total Qty	
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	IF PAID ON OR BEFORE MO DAY

INVOICE



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Invoice Date	Page Number
22-MAR-21	2 of 2
Invoice Number	
11782554	
Sales Contract	Customer Number
11010606	10036287
Customer Order	
010	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
22-MAR-21	10611	3205382	Piece: 1/2 060DIA X 06WALL X 08H,032DIA ECC, TOPSLAB	1	EACH	.00	.00
			Piece: 2/2				
			STRUCTURE TOTAL				1,592.75
			S-3:ACCY				
			CAST USF R&C 655-U-STORM	1	EACH	.00	.00
			RAMNEK 2 PIECE	5	EACH	.00	.00
			STRUCTURE TOTAL				.00
			MATERIAL SUB-TOTAL				5,448.52

Term: NET 30 DAYS		Total Qty	24	Sales Tax:		.00
FEIN# 54-0179210	Customer Service# 469-458-7973 credit@forterrabp.com	Take Discount of	.00	IF PAID ON OR BEFORE	MO DAY	AMOUNT DUE 5,448.52
				04	21	

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

4



FPL Account Number: 7434398520

FPL Work Request Number: 10388834

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, THREE RIVERS CDD (hereinafter called the Customer), requests on this 6th day of April, 2021, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Street Lights Phase 1A units 2 & 3, located in Yulee, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass		34		34
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾		
Not Under Pavement		487		487

(1) All new conductor installed is in conduit and billed as Not Under Pavement

- (b) Modification to existing facilities other than described above (explain fully): **13' Standard Fiberglass Pole**

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

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of **\$0.00** prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by

certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

THREE RIVERS CDD
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

Chris Venoy
(Print or type name)

Title: FPL LT-1 Representative

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

5

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
FEBRUARY 28, 2021**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
FEBRUARY 28, 2021**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021	Total Governmental Funds
ASSETS							
Cash	\$ 9,906	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,906
Investments							
Revenue	-	23,401	480	-	-	-	23,881
Reserve	-	1,001,064	74,812	165,600	-	-	1,241,476
Prepayment	-	-	2,488	-	-	-	2,488
Construction	-	-	-	-	-	2,623,626	2,623,626
Construction - master	-	-	-	-	4,857	-	4,857
Construction - neighborhood	-	-	-	-	1	-	1
Cost of issuance	-	-	-	102,900	-	-	102,900
Capitalized interest	-	-	-	122,360	-	-	122,360
Due from Developer	15,071	-	-	-	-	-	15,071
Utility deposit	1,125	-	-	-	-	-	1,125
Total assets	<u>\$ 26,102</u>	<u>\$1,024,465</u>	<u>\$ 77,780</u>	<u>\$ 390,860</u>	<u>\$ 4,858</u>	<u>\$2,623,626</u>	<u>\$ 4,147,691</u>
LIABILITIES							
Liabilities:							
Accounts payable	\$ 11,834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,834
Contracts payable	-	-	-	-	-	358,467	358,467
Retainage payable	-	-	-	-	722,006	36,628	758,634
Accrued wages payable	1,400	-	-	-	-	-	1,400
Accrued taxes payable	260	-	-	-	-	-	260
Developer advance	10,000	-	-	-	-	-	10,000
Total liabilities	<u>23,494</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>722,006</u>	<u>395,095</u>	<u>1,140,595</u>
DEFERRED INFLOWS OF RESOURCES							
Deferred receipts	15,071	-	-	-	-	-	15,071
Total deferred inflows of resources	<u>15,071</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>15,071</u>
FUND BALANCES							
Assigned:							
Restricted for							
Debt service	-	1,024,465	77,780	390,860	-	-	1,493,105
Capital projects	-	-	-	-	(717,148)	2,228,531	1,511,383
Unassigned	(12,463)	-	-	-	-	-	(12,463)
Total fund balances	<u>(12,463)</u>	<u>1,024,465</u>	<u>77,780</u>	<u>390,860</u>	<u>(717,148)</u>	<u>2,228,531</u>	<u>2,992,025</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 26,102</u>	<u>\$1,024,465</u>	<u>\$ 77,780</u>	<u>\$ 390,860</u>	<u>\$ 4,858</u>	<u>\$2,623,626</u>	<u>\$ 4,147,691</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution	\$ -	\$ 26,547	\$ 268,602	10%
Total revenues	<u>-</u>	<u>26,547</u>	<u>268,602</u>	10%
EXPENDITURES				
Professional & administrative				
Supervisor fees	800	2,400	12,000	20%
FICA	61	184	918	20%
Engineering	-	3,525	12,000	29%
Attorney	-	1,625	25,000	7%
Arbitrage	-	-	450	0%
Assessment administration	417	2,083	5,000	42%
Dissemination agent	83	417	1,000	42%
Trustee	-	4,041	5,000	81%
Audit	-	-	4,200	0%
Management	3,750	18,750	45,000	42%
Website maintenance	-	-	1,680	0%
ADA website compliance*	-	-	210	0%
Telephone	45	227	544	42%
Postage	-	15	1,000	2%
Insurance	-	5,381	6,000	90%
Printing & binding	167	833	2,000	42%
Legal advertising	238	1,281	5,000	26%
Other current charges	12	45	800	6%
Office supplies	-	-	625	0%
Dues, licenses & subscriptions	-	175	175	100%
Total professional & administrative	<u>5,573</u>	<u>40,982</u>	<u>128,602</u>	32%
Operations & maintenance				
Landscape maintenance	-	-	65,000	0%
Landscape contingency	-	-	7,000	0%
Utilities	1,299	1,848	50,000	4%
Lake/stormwater maintenance	-	-	8,000	0%
Irrigation repairs	-	-	10,000	0%
Total operations & maintenance	<u>1,299</u>	<u>1,848</u>	<u>140,000</u>	1%
Total expenditures	<u>6,872</u>	<u>42,830</u>	<u>268,602</u>	16%
Excess/(deficiency) of revenues over/(under) expenditures	(6,872)	(16,283)	-	
Fund balances - beginning	(5,591)	3,820	-	
Fund balances - ending	<u>\$ (12,463)</u>	<u>\$ (12,463)</u>	<u>\$ -</u>	

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

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 1,000,506	0%
Lot closing	-	17,482	-	N/A
Interest	6	31	5,000	1%
Total revenues	<u>6</u>	<u>17,513</u>	<u>1,005,506</u>	2%
EXPENDITURES				
Debt service				
Principal	-	-	270,000	0%
Interest 11/1	-	367,753	367,753	100%
Interest 5/1	-	-	367,753	0%
Total debt service	<u>-</u>	<u>367,753</u>	<u>1,005,506</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	6	(350,240)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(4,409)	-	N/A
Total other financing sources	<u>-</u>	<u>(4,409)</u>	<u>-</u>	N/A
Net change in fund balances	6	(354,649)	-	
Fund balances - beginning	<u>1,024,459</u>	<u>1,379,114</u>	<u>1,383,738</u>	
Fund balances - ending	<u>\$ 1,024,465</u>	<u>\$ 1,024,465</u>	<u>\$ 1,383,738</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-2 BONDS
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 74,812	0%
Assessment prepayments	-	355,528	-	N/A
Lot closing	-	4,221	-	N/A
Interest	3	11	-	N/A
Total revenues	<u>3</u>	<u>359,760</u>	<u>74,812</u>	481%
EXPENDITURES				
Debt service				
Interest 11/1	-	37,406	37,406	100%
Interest 5/1	6,591	6,591	37,406	18%
Principal prepayment	555,000	570,000	-	N/A
Total debt service	<u>561,591</u>	<u>613,997</u>	<u>74,812</u>	821%
Excess/(deficiency) of revenues over/(under) expenditures	(561,588)	(254,237)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(448)	-	N/A
Total other financing sources	<u>-</u>	<u>(448)</u>	<u>-</u>	N/A
Net change in fund balances	(561,588)	(254,685)	-	
Fund balances - beginning	639,368	332,465	113,497	
Fund balances - ending	<u>\$ 77,780</u>	<u>\$ 77,780</u>	<u>\$ 113,497</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>75,790</u>	<u>75,790</u>
Total debt service	<u>75,790</u>	<u>75,790</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (75,790)	 (75,790)
 OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	540,250	540,250
Underwriter's discount	<u>(73,600)</u>	<u>(73,600)</u>
Total other financing sources	<u>466,650</u>	<u>466,650</u>
Net change in fund balances	390,860	390,860
 Fund balances - beginning	 -	 -
Fund balances - ending	<u><u>\$ 390,860</u></u>	<u><u>\$ 390,860</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

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

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay - master	<u>911,219</u>	<u>911,219</u>
Total expenditures	<u>911,219</u>	<u>911,219</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (911,219)	 (911,219)
 OTHER FINANCING SOURCES/(USES)		
Receipt of bond proceeds	<u>3,139,750</u>	<u>3,139,750</u>
Total other financing sources/(uses)	<u>3,139,750</u>	<u>3,139,750</u>
 Net change in fund balances	 2,228,531	 2,228,531
Fund balances - beginning	<u>-</u>	<u>-</u>
Fund balances - ending	<u><u>\$ 2,228,531</u></u>	<u><u>\$ 2,228,531</u></u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6

41 ▪ **Administration of Oath of Office to Newly Appointed Supervisor**42 **This item was an addition to the agenda.**43 Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the
44 Oath of Office to Mr. Kern. He provided and briefly explained the items in the New Supervisor
45 packet to Mr. Kern.

46

47 **SECOND ORDER OF BUSINESS****Public Comments**

48

49 There were no public comments.

50

51 **THIRD ORDER OF BUSINESS****Consent Agenda**

52

53 Mr. Wrathell presented the Consent Agenda Items.

54 **A. Ratification of Contract(s)/Proposal(s)/Change Order(s)/Purchase**55 **Order(s)/Requisition(s) *(support documentation available upon request)***56 **I. ECS Florida, LLC, Proposal for Geotechnical Exploration and Engineering**
57 **Services Tributary Water Main**58 **II. Requisition Number 1: Vallencourt Construction Co., Inc., [\$201,037.23]**59 **III. Requisition Number 2: Preferred Materials, Inc. [\$71,955.54]**60 **IV. Requisition Number 3: Auld & White Constructors, LLC [\$92,064.87]**61 **V. Requisition Number 4: Core & Main [\$151,065.79]**62 **VI. Requisition Number 8: Auld & White Constructors, LLC [\$302,735.10]**63 **VII. Change Order No.2: Auld & White Constructors, LLC [\$0.00]**64 **VIII. Change Order No. 3: Auld & White Constructors, LLC [\$0.00]**65 **B. Consideration of Requisitions *(support documentation available upon request)***66 **I. Number 5: Core & Main [\$5,418.40]**67 **II. Number 6: Dominion Engineering Group, Inc. [\$52,512.64]**68 **III. Number 7: Vallencourt Construction Co., Inc. [\$300,536.33]**69 **IV. Number 9: ELM Inc. [\$98,275.86]**70 **V. Number 10: Avid Trails, LLC [\$13,750.00]**71 **VI. Number 11: Bio-Tech Consulting, Inc. [\$1,680.00]**72 **VII. Number 12: Dominion Engineering Group, Inc. [\$18,352.75]**

- 73 VIII. Number 13: Hopping Green & Sams [\$240.00]
- 74 IX. Number 14: Rinker Materials [\$34,266.84]
- 75 X. Number 15: Auld & White Constructors, LLC [\$437,844.83]
- 76 XI. Number 16: ELM Inc. [\$52,445.54]

77 C. Consideration of Change Order(s)

- 78 • Number 008: Infrastructure Project [\$3,740,523.39]

79

80 On MOTION by Ms. Bock and seconded by Mr. O’Reilly, with all in favor, the
 81 Consent Agenda Items, which were previously executed by the Chair, were
 82 approved.

83

84

85 FOURTH ORDER OF BUSINESS

85 Consideration of Proposals for the Unit Six
 86 Infrastructure Project *(to be provided*
 87 *under separate cover)*

88

89 Mr. O’Reilly discussed the variances and listed the scores and ranking of the bids
 90 received for the Unit Six Infrastructure Project, as follows:

91 Vallencourt Construction Co., Inc.,	94.6 points	Ranked #1
92 Petticoat Schmitt Construction	94.0 points	Ranked #2
93 A.J. Johns	92.7 points	Ranked #3

94

95 On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, the bid
 96 ranking for the Unit Six Infrastructure Project ranking Vallencourt Construction
 97 Co., Inc., as the #1 ranked firm, with 94.6 points, Petticoat Schmitt
 98 Construction, as the #2 ranked firm, with 94.0 points, and A.J. Johns, as the #3
 99 ranked firm, with 92.7 points, per the Chair’s recommendations, was accepted.

100

101

102 On MOTION by Mr. Taylor and seconded by Mr. O’Reilly, with all in favor,
 103 authorizing District Staff to prepare a form of Agreement with Vallencourt
 104 Construction Co., Inc., the #1 ranked firm, and authorizing the Chair or Vice
 105 Chair to execute the Agreement, was approved.

106

107

108 FIFTH ORDER OF BUSINESS

108 Consideration of Tax Collector Uniform
 109 Assessment Collection Agreement

109

110

111 Mr. Wrathell presented the Tax Collector Uniform Assessment Collection Agreement
112 with the Nassau County Tax Collector. The collection fee is not to exceed 2%.

113

114 **On MOTION by Mr. O’Reilly and seconded by Mr. Kern, with all in favor, the**
115 **Tax Collector Uniform Assessment Collection Agreement, was approved.**

116

117

118 **SIXTH ORDER OF BUSINESS**

Consideration of Agreement for District to Reimburse the Property Appraiser

119

120

121 Mr. Wrathell presented the Agreement authorizing the District to reimburse the
122 Property Appraiser.

123

124 **On MOTION by Mr. O’Reilly and seconded by Ms. Bock, with all in favor, the**
125 **Agreement for District to Reimburse the Property Appraiser, was approved.**

126

127

128 Asked if he reviewed the Chair’s ranking criteria for the infrastructure project, Mr.
129 Schaeffer stated he had the opportunity to review all three proposals and did not disagree with
130 any of the scores.

131

132 **SEVENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of January 31, 2021

133

134

135 Mr. Wrathell presented the Unaudited Financial Statements as of January 31, 2021.

136

137 **On MOTION by Mr. O’Reilly and seconded by Mr. Taylor, with all in favor, the**
138 **Unaudited Financial Statements as of January 31, 2021, were accepted.**

139

140

141 **EIGHTH ORDER OF BUSINESS**

Consideration of Minutes

142

143 **A. January 21, 2021 Regular Meeting**

144 **B. February 2, 2021 Special Meeting**

145 Mr. Wrathell presented the January 21, 2021 Regular Meeting and the February 2, 2021
146 Special Meeting Minutes.

147

148 On MOTION by Mr. Taylor and seconded by Ms. Bock, with all in favor, the
149 January 21, 2021 Regular Meeting and the February 2, 2021 Special Meeting
150 Minutes, as presented, were approved.

151
152
153 **NINTH ORDER OF BUSINESS**

Staff Reports

154
155 **A. District Counsel: *Hopping Green & Sams, P.A.***

156 Mr. Haber noted, for the record, that the construction proposals were provided to the
157 Board Members, who each had an opportunity to independently review them and subsequently
158 chose to accept the Chair's recommended scoring.

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

160 There being no report, the next item followed.

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

- 162 • **NEXT MEETING DATE: April 15, 2021 at 3:00 P.M.**

- 163 ○ **QUORUM CHECK**

164 The next meeting will be held on April 15, 2021 at 3:00 p.m., unless cancelled.

165
166 **TENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

167
168 A Board Member stated that he might not be able to attend the April 15, 2021 meeting.

169
170 **ELEVENTH ORDER OF BUSINESS**

Public Comments

171
172 There being no public comments, the next item followed.

173
174 **TWELFTH ORDER OF BUSINESS**

Adjournment

175
176 There being nothing further to discuss, the meeting adjourned.

177
178 On MOTION by Mr. O'Reilly and seconded by Mr. Taylor, with all in favor, the
179 meeting adjourned at 3:22 p.m.

180
181 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]
182

183
184
185
186
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188
189

Secretary / Assistant Secretary

Chairman / Vice Chairman

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7C

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

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

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