

THREE RIVERS

**COMMUNITY DEVELOPMENT
DISTRICT**

May 30, 2024

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

May 23, 2024

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

Board of Supervisors
Three Rivers Community Development District

Dear Board Members:

The Board of Supervisors of the Three Rivers Community Development District will hold a Regular Meeting on May 30, 2024 at 2:00 p.m., at the Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126), 76346 William Burgess Boulevard, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consent Agenda
 - A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023
(support documentation available upon request)
 - I. Number 50: Ring Power Corporation [\$147,796.25]
 - II. Number 51: England-Thims & Miller, Inc. [\$8,181.50]
 - III. Number 52: Vallencourt Construction Co., Inc. [\$125,859.45]
 - IV. Number 53: Vallencourt Construction Co., Inc. [\$444,768.81]
 - V. Number 54: England-Thims & Miller, Inc. [\$7,733.25]
 - B. Consideration/Ratification of Requisition(s): Series 2021B *(support documentation available upon request)*
 - I. Number 176: Dominion Engineering Group, Inc. [\$11,500.00]
 - C. Ratification Item(s)
 - I. Cintas Quote #F61-61376 [Replacement of Backflow Device at Clubhouse]
 - II. Stonebridge Construction Services, LLC Agreement for Gutter Replacement
 - III. North Florida Building Maintenance, LLC d/b/a/ City Wide Facility Solutions Agreement for Janitorial Maintenance Services

IV. Gold Coast Land Management LLC Agreement for Clearing (Spine Road and Unit 16)

4. Consider Reinstatement of Amenity Privileges
5. Consideration of Suspension of Privileges
6. Consideration of Coastal Luxury Outdoors Pool Maintenance Proposals
7. Review of Pool/Facility Monitor Job Description
8. Consideration of Resolution 2024-08, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
9. Consideration of Resolution 2024-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
10. Discussion: Fiscal Year 2024 Meeting Schedule
11. Consideration of The Tree Amigos Outdoor Services, Inc. Agreement for Landscape Installation Services
12. Consideration of Vak Pak Quote #51098 [Tributary Quarterly Predictive Maintenance Inspection and Report Preparation, Per Visit \$862.16]
13. Acceptance of Unaudited Financial Statements as of March 31, 2024
14. Approval of April 18, 2024 Public Hearing and Regular Meeting Minutes
15. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineers: *Dominion Engineering Group, Inc. and ETM*
 - Discussion: Speed Limit along Spoonbill and Estuary Way
 - C. Property Manager: *Castle Group*
 - D. Lifestyle Director: *OnPlace, LLC*

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

- NEXT MEETING DATE: June 20, 2024 at 3:00 PM at *Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034*

○ QUORUM CHECK

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

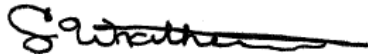
16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 782 134 6157

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

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**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **50**
- (2) Name of Payee pursuant to Acquisition Agreement:

**Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004**
- (3) Amount Payable: **\$ 147,796.25**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Direct Owner Purchase Invoice – Tributary Unit 10**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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

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

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

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

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


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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

[],
CONSULTING ENGINEER

Direct Purchase Materials

VENDOR: RING POWER

P.O: TRCDD-007

AMOUNT:

FOR PAYMENT 3/19/24

First Invoice

DATE	INVOICE NUMBER	AMOUNT	INVOICE DATE	ETM REVIEWED	C.O. AMOUNT
03/19/24	00SE09485105	\$147,796.25	02/28/24	03/19/24	
		\$147,796.25			

Ring Power™

Ring Power Corporation
 500 World Commerce Parkway
 St Augustine, FL 32092
 (904) 737-7730

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION, 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

S
O
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T
O
THREE RIVERS DEVELOPERS LLC
 C/O GREENPOINTE COMMUNITIES
 7807 BAYMEADOWS RD EAST SUITE 205
 JACKSONVILLE FL 32256

S
H
I
P
O
JEA TRIBUTARY UNIT 10 LS
 C/O THREE RIVERS DEVELOPERS LLC
 75425 DRIFTWOOD CT
 YULEE, FL 32097
 SHIPPED VIA: RPC TRANSPORT

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O. #	ACCOUNT	PAGE
00SE09485105	02-28-24		02-27-24	TRCDD-007	025236	1
QUANTITY	SERIAL NUMBER	DESCRIPTION				AMOUNT

PAYMENT OF THIS INVOICE IS DUE ON 03/09/2024

1.0

EQUIPMENT SALE (BM) REF: Z4037701
 PROJ: 221438S (JEA TRIBUTARY UNIT 10 LS / 50KW)

147796.25

PARTIAL BILLING OF PROJECT:

JOB ID: 22-1438

ID NO: E220011H SERIAL NO: CN301167

ONE (1) NEW CATERPILLAR GENERATORS C4.4 50 KW
 240V 3 PHASE SUB-BASE FUEL TANK 500 GALLON AND
 ALUMINUM ENCLOSURE JEA PACKAGE. PER RPC QUOTE
 BM2022_STOCK GENERATOR E220011H DATED 02/14/2023.

WARRANTY: CATERPILLAR 5YR / 2500HR \$0 DEDUCTIBLE
 PLATINUM EPG STANDBY LIMITED ESC

CONTRACT PRICE W/O TAXES: \$ 155,575.00
 LESS PARTIAL BILLING: (95%) \$ 147,796.25
 REMAINING BALANCE: (5%) \$ 7,778.75

A SERVICE CHARGE OF 1 ½ % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid, but such title remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

Filename=EM17600010 - Formtype=MIPS

Remit to:
 Ring Power Corporation
 PO Box 935004
 Atlanta, GA 31193-5004

PAY THIS AMOUNT

147796.25

ORIGINAL

2023 ACQUISITION AND CONSTRUCTION 50 - Ring Power

Final Audit Report

2024-03-22

Created:	2024-03-19
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhMXNA_n_5rCxofdWmRaVGuQr2anii-qW

"2023 ACQUISITION AND CONSTRUCTION 50 - Ring Power" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-03-19 - 8:44:20 PM GMT- IP address: 170.249.159.100
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-03-19 - 8:44:24 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-03-22 - 12:53:01 PM GMT- IP address: 3.219.35.58
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-03-22 - 12:53:51 PM GMT - Time Source: server- IP address: 108.225.175.164
-  Agreement completed.
2024-03-22 - 12:53:51 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3A11

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **51**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 8,181.50**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Invoice 209338 (July 2023) Tributary Units 8, 10, 12 and 15)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


_____,
CONSULTING ENGINEER

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

July 27, 2023

Invoice No: 209338

Total This Invoice	\$8,181.50
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Project 21430.00000 Three Rivers CDD - Phase 1B: Units 8, 10 and 15
Final Invoice

Professional Services rendered through July 21, 2023

Labor

		Hours	Rate	Amount	
Vice President					
Wild, Scott	12/18/2021	4.50	260.00	1,170.00	
Wild, Scott	1/22/2022	1.00	260.00	260.00	
Wild, Scott	2/12/2022	4.00	260.00	1,040.00	
Wild, Scott	2/26/2022	1.00	260.00	260.00	
Wild, Scott	3/5/2022	1.00	260.00	260.00	
Wild, Scott	3/26/2022	1.00	260.00	260.00	
Wild, Scott	4/9/2022	9.00	260.00	2,340.00	
Wild, Scott	1/28/2023	2.00	260.00	520.00	
Wild, Scott	2/11/2023	1.00	260.00	260.00	
Wild, Scott	2/18/2023	1.00	260.00	260.00	
Wild, Scott	3/11/2023	.50	260.00	130.00	
Wild, Scott	4/8/2023	1.00	260.00	260.00	
Wild, Scott	6/24/2023	.50	260.00	130.00	
Wild, Scott	7/8/2023	1.00	260.00	260.00	
Wild, Scott	7/15/2023	.50	260.00	130.00	
Senior Technician/Senior Specialist					
Merrell, Scott	3/5/2022	1.75	163.00	285.25	
Administrative Support					
Blair, Shelley	12/18/2021	1.00	95.00	95.00	
Blair, Shelley	4/9/2022	1.50	95.00	142.50	
Blair, Shelley	1/28/2023	.75	95.00	71.25	
Blair, Shelley	3/11/2023	.50	95.00	47.50	
Totals		34.50		8,181.50	
Total Labor				8,181.50	
Total This Invoice				\$8,181.50	

2023 ACQUISITION AND CONSTRUCTION 51 - ETM

Final Audit Report

2024-03-21

Created:	2024-03-21
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtf6UuIgFnhUZJsZk5TnWbW146L9-B11D

"2023 ACQUISITION AND CONSTRUCTION 51 - ETM" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-03-21 - 8:58:44 PM GMT- IP address: 50.229.118.75
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-03-21 - 8:58:49 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-03-21 - 10:17:57 PM GMT- IP address: 54.235.53.171
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-03-21 - 10:19:11 PM GMT - Time Source: server- IP address: 107.123.33.1
-  Agreement completed.
2024-03-21 - 10:19:11 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AIII

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **52**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 125,859.45**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 15 – Application for Payment No. 9 (March 2024)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

,
CONSULTING ENGINEER

Marcus McInarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 03/01/2024

Period To: 03/31/2024

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

VCC Project #: 202310
Project #: TRIBUTARY UNIT 15
Subcontract #:
Application #: 9

Attn.: Scott Wild

Project Description: **TRIBUTARY UNIT 15**

Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	5,361,937.15
CHANGE ORDERS TO DATE.....	\$	-467,905.29
REVISED CONTRACT AMOUNT.....	\$	4,894,031.86
PERCENTAGE COMPLETE.....	83.48%	
WORK COMPLETE TO DATE.....	\$	4,085,506.68
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,085,506.68
LESS RETAINAGE.....	\$	204,275.46
TOTAL EARNED LESS RETAINAGE.....	\$	3,881,231.22
LESS PREVIOUS BILLINGS.....	\$	3,755,371.77
CURRENT DUE.....	\$	125,859.45

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	132,483.64	4,085,506.68
Retainage:	6,624.19	204,275.46
Net:	125,859.45	3,881,231.22



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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

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

PROJECT: TRIBUTARY UNIT 15

APPLICATION NO: 9

Distribution to:

[x] OWNER

PERIOD TO: 03/31/2024

[x] ENGINEER

[] CONTRACTOR

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

CONTRACTOR'S

PROJECT NO: 2023-10

CONTRACT DATE: 06/06/2023

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$125,054.07	\$-555,814.56
Approved this Month			
Number	Date Approved		
2106	03/29/2024		-37,144.80
TOTALS		\$0.00	\$-37,144.80
Net change by Change Orders			\$-467,905.29

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

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis Jr, Senior Project Manager

By:



Date: 04/01/2024

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

1. ORIGINAL CONTRACT SUM.....	\$ 5,361,937.15
2. Net change by Change Orders.....	\$ -467,905.29
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 4,894,031.86
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 4,085,506.68
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 204,275.46
(Column D + E on G703)	
b. 5.00 % of Stored Materials	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or	
Total in Column 1 of G703).....	\$ 204,275.46
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 3,881,231.22
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 3,755,371.77
8. CURRENT PAYMENT DUE.....	\$ 125,859.45
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,012,800.64
(Line 3 less Line 6)	

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 125,859.45

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

ENGINEER:

By:



Date: April 2, 2024

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

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

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

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

Three Rivers CDD
TRIBUTARY UNIT 15

Yulee, FL

APPLICATION NUMBER: 9

APPLICATION DATE: 04/01/2024

PERIOD TO: 03/31/2024

VCC PROJECT #: 202310

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions	\$101,181.11	\$84,712.46	\$1,937.49	\$0.00	\$86,649.95	85.64%	\$14,531.16	\$4,332.50
100	General Conditions	\$96,874.42	\$80,405.77	\$1,937.49	\$0.00	\$82,343.26	85.00%	\$14,531.16	\$4,117.17
104	Construction Entrance	\$4,306.69	\$4,306.69	\$0.00	\$0.00	\$4,306.69	100.00%	\$0.00	\$215.33
	Bonds	\$58,448.94	\$58,448.94	\$0.00	\$0.00	\$58,448.94	100.00%	\$0.00	\$2,922.45
201	Payment & Performance Bonds	\$58,448.94	\$58,448.94	\$0.00	\$0.00	\$58,448.94	100.00%	\$0.00	\$2,922.45
	NPDES	\$42,716.55	\$37,231.35	\$2,056.95	\$0.00	\$39,288.30	91.97%	\$3,428.25	\$1,964.42
300	NPDES Permit Compliance	\$32,911.20	\$27,426.00	\$2,056.95	\$0.00	\$29,482.95	89.58%	\$3,428.25	\$1,474.15
601	Silt Fence Type III (Regular)	\$9,805.35	\$9,805.35	\$0.00	\$0.00	\$9,805.35	100.00%	\$0.00	\$490.27
	Survey & As-Builts	\$43,948.33	\$30,793.26	\$2,382.29	\$0.00	\$33,175.55	75.49%	\$10,772.78	\$1,658.82
400	Surveying	\$22,688.43	\$18,831.39	\$1,588.19	\$0.00	\$20,419.58	90.00%	\$2,268.85	\$1,020.98
500	Paving And Drainage As-Builts	\$5,293.97	\$2,911.70	\$264.70	\$0.00	\$3,176.40	60.00%	\$2,117.57	\$158.85
500	Water, Sewer, And Reuse As-Builts	\$10,587.93	\$5,823.37	\$529.40	\$0.00	\$6,352.77	60.00%	\$4,235.16	\$317.64
500	Lot As-Builts	\$5,378.00	\$3,226.80	\$0.00	\$0.00	\$3,226.80	60.00%	\$2,151.20	\$161.35
	Pond Excavation	\$453,581.70	\$453,581.70	\$0.00	\$0.00	\$453,581.70	100.00%	\$0.00	\$22,679.09
1001	Dewater for Pond	\$32,058.78	\$32,058.78	\$0.00	\$0.00	\$32,058.78	100.00%	\$0.00	\$1,602.94
1002	Pond Excavation From Unit 10	\$201,651.12	\$201,651.12	\$0.00	\$0.00	\$201,651.12	100.00%	\$0.00	\$10,082.56
1002	Pond Excavation From Unit 15	\$219,871.80	\$219,871.80	\$0.00	\$0.00	\$219,871.80	100.00%	\$0.00	\$10,993.59
	Earthwork	\$1,734,055.29	\$1,647,527.42	\$15,421.62	\$0.00	\$1,662,949.04	95.90%	\$71,106.25	\$83,147.46
1104	Strip & Bury Topsoil	\$193,919.44	\$193,919.44	\$0.00	\$0.00	\$193,919.44	100.00%	\$0.00	\$9,695.97
1109	Place & Compact Fill	\$322,606.53	\$322,606.53	\$0.00	\$0.00	\$322,606.53	100.00%	\$0.00	\$16,130.33
1109	Place & Compact Fill (Roadway)	\$22,824.43	\$22,824.43	\$0.00	\$0.00	\$22,824.43	100.00%	\$0.00	\$1,141.22
1110	Earthwork Density Testing	\$26,072.35	\$19,554.28	\$1,303.62	\$0.00	\$20,857.90	80.00%	\$5,214.45	\$1,042.89
1111	Purchase Fill Material	\$922,972.52	\$922,972.52	\$0.00	\$0.00	\$922,972.52	100.00%	\$0.00	\$46,148.63
1113	Remove/Replace Unsuitables	\$151,532.22	\$151,532.22	\$0.00	\$0.00	\$151,532.22	100.00%	\$0.00	\$7,576.62
1118	Final Dressout	\$94,127.80	\$14,118.00	\$14,118.00	\$0.00	\$28,236.00	30.00%	\$65,891.80	\$1,411.80
	Grassing	\$70,260.17	\$16,474.59	\$0.00	\$0.00	\$16,474.59	23.45%	\$53,785.58	\$823.73
1202	Site Grassing	\$18,230.36	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,230.36	\$0.00
1205	ROW Grassing	\$7,075.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,075.14	\$0.00
1203	Pond Sod	\$16,474.59	\$16,474.59	\$0.00	\$0.00	\$16,474.59	100.00%	\$0.00	\$823.73
1207	Lot Grassing	\$28,480.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,480.08	\$0.00
	Subsoil Stabilization	\$108,660.15	\$95,260.86	\$10,584.54	\$0.00	\$105,845.40	97.41%	\$2,814.75	\$5,292.27
1302	Subgrade for Sidewalk	\$2,814.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,814.75	\$0.00
1304	Subsoil Stabilization (Pavement Areas)	\$105,845.40	\$95,260.86	\$10,584.54	\$0.00	\$105,845.40	100.00%	\$0.00	\$5,292.27
	Base	\$174,096.86	\$0.00	\$87,092.25	\$0.00	\$87,092.25	50.03%	\$87,004.61	\$4,354.61
1407	6" Crushed Concrete Base (LD Pavement)	\$174,096.86	\$0.00	\$87,092.25	\$0.00	\$87,092.25	50.03%	\$87,004.61	\$4,354.61

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

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

Three Rivers CDD
TRIBUTARY UNIT 15

Yulee, FL

APPLICATION NUMBER: 9

APPLICATION DATE: 04/01/2024

PERIOD TO: 03/31/2024

VCC PROJECT #: 202310

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Asphalt	\$84,942.74	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$84,942.74	\$0.00
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$80,254.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,254.60	\$0.00
1517	Prime Limerock	\$4,688.14	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,688.14	\$0.00
	Concrete	\$99,917.95	\$58,333.10	\$2,922.50	\$0.00	\$61,255.60	61.31%	\$38,662.35	\$3,062.79
1804	18" Miami Curb & Gutter	\$64,821.05	\$58,333.10	\$2,922.50	\$0.00	\$61,255.60	94.50%	\$3,565.45	\$3,062.79
2000	Sidewalks	\$35,096.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,096.90	\$0.00
	Retaining Walls	\$392,973.30	\$355,828.50	\$37,144.80	\$0.00	\$392,973.30	100.00%	\$0.00	\$19,648.67
2103	Keystone Retaining Wall	\$355,828.50	\$355,828.50	\$0.00	\$0.00	\$355,828.50	100.00%	\$0.00	\$17,791.43
2106	Handrail for Retaining Wall	\$37,144.80	\$0.00	\$37,144.80	\$0.00	\$37,144.80	100.00%	\$0.00	\$1,857.24
	Storm	\$605,540.48	\$566,399.44	\$10,086.00	\$0.00	\$576,485.44	95.20%	\$29,055.04	\$28,824.29
3003	Dewater Storm Drain	\$26,728.48	\$26,728.48	\$0.00	\$0.00	\$26,728.48	100.00%	\$0.00	\$1,336.43
3000	Storm Drain Installed (Pipe & Structures)	\$507,631.76	\$507,631.76	\$0.00	\$0.00	\$507,631.76	100.00%	\$0.00	\$25,381.59
3077	Underdrain Stubs from Inlets	\$22,360.00	\$22,360.00	\$0.00	\$0.00	\$22,360.00	100.00%	\$0.00	\$1,118.00
3263	Roadway Underdrain	\$10,086.00	\$0.00	\$10,086.00	\$0.00	\$10,086.00	100.00%	\$0.00	\$504.30
3279	Punch Out Storm Drain	\$28,206.70	\$7,048.50	\$0.00	\$0.00	\$7,048.50	24.99%	\$21,158.20	\$352.43
3280	TV Storm Drain	\$10,527.54	\$2,630.70	\$0.00	\$0.00	\$2,630.70	24.99%	\$7,896.84	\$131.54
	Sanitary Sewer	\$399,336.44	\$361,719.27	\$0.00	\$0.00	\$361,719.27	90.58%	\$37,617.17	\$18,085.97
4003	Dewater Gravity Sewer	\$46,663.50	\$46,663.50	\$0.00	\$0.00	\$46,663.50	100.00%	\$0.00	\$2,333.18
4000	Sanitary Sewer Installed (MH's & Pipe)	\$261,009.03	\$261,009.03	\$0.00	\$0.00	\$261,009.03	100.00%	\$0.00	\$13,050.45
4145	Sewer Services	\$54,046.74	\$54,046.74	\$0.00	\$0.00	\$54,046.74	100.00%	\$0.00	\$2,702.34
4144	Punch Out Sewer	\$23,202.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,202.83	\$0.00
4146	TV Test Sewer Main	\$14,414.34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,414.34	\$0.00
	Water Main	\$352,022.87	\$331,994.12	\$0.00	\$0.00	\$331,994.12	94.31%	\$20,028.75	\$16,599.71
7000	Water Main Installed (All sizes/types)	\$271,737.00	\$271,737.00	\$0.00	\$0.00	\$271,737.00	100.00%	\$0.00	\$13,586.85
7238	Water Services	\$60,257.12	\$60,257.12	\$0.00	\$0.00	\$60,257.12	100.00%	\$0.00	\$3,012.86
7246	Punch Out for Water Main	\$7,575.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,575.50	\$0.00
7250	Testing Water Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	Reuse Main	\$284,269.27	\$265,003.52	\$0.00	\$0.00	\$265,003.52	93.22%	\$19,265.75	\$13,250.19
9000	Reuse Main Installed (All types/sizes)	\$200,287.50	\$200,287.50	\$0.00	\$0.00	\$200,287.50	100.00%	\$0.00	\$10,014.39
9234	Reuse Services	\$64,716.02	\$64,716.02	\$0.00	\$0.00	\$64,716.02	100.00%	\$0.00	\$3,235.80
9239	Punch Out for Reuse Main	\$6,812.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,812.50	\$0.00
9242	Testing Reuse Main	\$12,453.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,453.25	\$0.00
	Electrical (Allowance)	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
10000	Electrical Distribution	\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$150,000.00	\$0.00
	Sleeves (Allowance)	\$205,985.00	\$20,475.00	\$0.00	\$0.00	\$20,475.00	9.94%	\$185,510.00	\$1,023.75
11001	Sleeves, 2.5"	\$34,320.00	\$10,296.00	\$0.00	\$0.00	\$10,296.00	30.00%	\$24,024.00	\$514.80

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Three Rivers CDD
TRIBUTARY UNIT 15

Yulee, FL

APPLICATION NUMBER: 9

APPLICATION DATE: 04/01/2024

PERIOD TO: 03/31/2024

VCC PROJECT #: 202310

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
11001	Sleeves, 3"	\$47,775.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,775.00	\$0.00
11001	Sleeves, 4"	\$56,550.00	\$10,179.00	\$0.00	\$0.00	\$10,179.00	18.00%	\$46,371.00	\$508.95
11001	Sleeves, 6"	\$67,340.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$67,340.00	\$0.00
	ORIGINAL CONTRACT TOTALS	\$5,361,937.15	\$4,383,783.53	\$169,628.44	\$0.00	\$4,553,411.97	84.92%	\$808,525.18	\$227,670.72
	CHANGE ORDERS								
	Change Order #001	\$-555,814.56	\$-555,814.56	\$0.00	\$0.00	\$-555,814.56	100.00%	\$0.00	\$-27,790.73
001	ODP Materials - Storm	\$-265,367.25	\$-265,367.25	\$0.00	\$0.00	\$-265,367.25	100.00%	\$0.00	\$-13,268.36
001	ODP Materials - Sanitary	\$-103,446.83	\$-103,446.83	\$0.00	\$0.00	\$-103,446.83	100.00%	\$0.00	\$-5,172.34
001	ODP Materials - Watermain	\$-100,159.28	\$-100,159.28	\$0.00	\$0.00	\$-100,159.28	100.00%	\$0.00	\$-5,007.97
001	ODP Materials - Reuse Main	\$-86,841.20	\$-86,841.20	\$0.00	\$0.00	\$-86,841.20	100.00%	\$0.00	\$-4,342.06
	Change Order #002	\$125,054.07	\$125,054.07	\$0.00	\$0.00	\$125,054.07	100.00%	\$0.00	\$6,252.71
1100	Earthwork - Additional Fill, Plan Revisions	\$103,207.23	\$103,207.23	\$0.00	\$0.00	\$103,207.23	100.00%	\$0.00	\$5,160.36
2100	Retaining Wall - Additional wall height, Pla	\$18,105.50	\$18,105.50	\$0.00	\$0.00	\$18,105.50	100.00%	\$0.00	\$905.28
3000	Storm Changes from Plan Revisions, 8/18/2	\$3,741.34	\$3,741.34	\$0.00	\$0.00	\$3,741.34	100.00%	\$0.00	\$187.07
	Change Order #004	\$-37,144.80	\$0.00	\$-37,144.80	\$0.00	\$-37,144.80	100.00%	\$0.00	\$-1,857.24
2106	Credit for Hand Rail, Retaining Wall	\$-37,144.80	\$0.00	\$-37,144.80	\$0.00	\$-37,144.80	100.00%	\$0.00	\$-1,857.24
		\$-467,905.29	\$-430,760.49	\$-37,144.80	\$0.00	\$-467,905.29	100.00%	\$0.00	\$-23,395.26
	TOTAL----->	\$4,894,031.86	\$3,953,023.04	\$132,483.64	\$0.00	\$4,085,506.68	83.48%	\$808,525.18	\$204,275.46

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$125,859.45**, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through **03/31/2024** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 15

Location: Yulee, FL

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

Dated on: 04/01/2024

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: *Tim Gaddis Jr*

Printed Name: Tim Gaddis

Title: Senior Project Manager



Pay App #9 · Backup

March 2024

Table of Contents

Change Orders

8. Credit for Hand Rail, Retaining Wall #2106



Valencourt
Construction Co. Inc.

CHANGE ORDER REQUEST

DATE: 4/1/2024

JOB #: 2022-69

[illegible]

AGREED:

By:

TIM GADDIS

By:

Date:

4/1/2024

Date:



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

Title	2023-10 - PayApp - TRIBUTARY UNIT 15 - Vallencourt Construction Co. Inc. - Mar2024
File name	202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_Mar2024.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	04/01/2024 14:38:12 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	04/01/2024 15:08:17 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AIV

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **53**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 444,768.81**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary, Unit 10 – Application for Payment No. 18 (March 2024)**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

,
CONSULTING ENGINEER

Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 03/01/2024

Period To: 03/31/2024

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

VCC Project #: 202269
Project #: TRIBUTARY UNIT 10
Subcontract #:
Application #: 18

Attn.: SCOTT WILD

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

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,204,094.59
REVISED CONTRACT AMOUNT.....	\$	8,590,912.85
PERCENTAGE COMPLETE.....95.89%		
WORK COMPLETE TO DATE.....	\$	8,237,852.22
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	8,237,852.22
LESS RETAINAGE.....	\$	411,892.79
TOTAL EARNED LESS RETAINAGE.....	\$	7,825,959.43
LESS PREVIOUS BILLINGS.....	\$	7,381,190.62
CURRENT DUE.....	\$	444,768.81

Account Summary:	Sales	Sales
	This Period	To Date
Gross:	468,177.70	8,237,852.22
Retainage:	23,408.89	411,892.79
Net:	444,768.81	7,825,959.43



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

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$231,789.50	\$-1,414,690.34
Approved this Month			
Number	Date Approved		
7238	03/28/2024	1,084.41	
7239	03/28/2024	813.31	
9234	03/28/2024	1,082.13	
2106	03/29/2024		-24,173.60
TOTALS		\$2,979.85	\$-24,173.60
Net change by Change Orders			\$-1,204,094.59

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

CONTRACTOR: Vallencourt Construction Co. Inc.

By: *Tim Gaddis Jr*

Tim Gaddis Jr, Senior Project Manager

Date: 04/03/2024

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 444,768.81
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER: *[Signature]*
By: *[Signature]* Date: April 4, 2024
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Three Rivers CDD
TRIBUTARY UNIT 10

Yulee, FL

18
APPLICATION NUMBER:
04/03/2024
APPLICATION DATE:
03/31/2024
PERIOD TO:
202269
VCC PROJECT #:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	MOBILIZATION & GENERAL CONDITIONS	\$276,007.57	\$268,419.39	\$1,517.64	\$0.00	\$269,937.03	97.80%	\$6,070.54	\$13,496.84
100	General Conditions	\$151,763.53	\$144,175.35	\$1,517.64	\$0.00	\$145,692.99	96.00%	\$6,070.54	\$7,284.63
104.01	Construction Entrance	\$4,346.94	\$4,346.94	\$0.00	\$0.00	\$4,346.94	100.00%	\$0.00	\$217.35
201	Payment & Performance Bonds	\$119,897.10	\$119,897.10	\$0.00	\$0.00	\$119,897.10	100.00%	\$0.00	\$5,994.86
	NPDES	\$40,619.92	\$39,347.24	\$1,272.68	\$0.00	\$40,619.92	100.00%	\$0.00	\$2,031.03
300	NPDES Permit Compliance	\$9,987.36	\$9,675.27	\$312.09	\$0.00	\$9,987.36	100.00%	\$0.00	\$499.37
303	Maintain Silt Fence	\$14,987.60	\$14,515.90	\$471.70	\$0.00	\$14,987.60	100.00%	\$0.00	\$749.41
304	NPDES Reporting	\$15,644.96	\$15,156.07	\$488.89	\$0.00	\$15,644.96	100.00%	\$0.00	\$782.25
	SURVEY & AS-BUILTS	\$62,369.53	\$51,921.58	\$3,118.47	\$0.00	\$55,040.05	88.25%	\$7,329.48	\$2,751.99
400	Surveying	\$33,051.88	\$31,399.26	\$1,652.59	\$0.00	\$33,051.85	100.00%	\$0.03	\$1,652.64
500	As Builts	\$29,317.65	\$20,522.32	\$1,465.88	\$0.00	\$21,988.20	75.00%	\$7,329.45	\$1,099.35
	EROSION CONTROL	\$8,176.79	\$8,176.79	\$0.00	\$0.00	\$8,176.79	100.00%	\$0.00	\$408.84
601	Silt Fence Type III (Regular)	\$7,999.00	\$7,999.00	\$0.00	\$0.00	\$7,999.00	100.00%	\$0.00	\$399.95
608	Inlet Protection	\$177.79	\$177.79	\$0.00	\$0.00	\$177.79	100.00%	\$0.00	\$8.89
	MOT	\$7,466.93	\$7,093.64	\$373.29	\$0.00	\$7,466.93	100.00%	\$0.00	\$373.33
700	Maintenance Of Traffic	\$7,466.93	\$7,093.64	\$373.29	\$0.00	\$7,466.93	100.00%	\$0.00	\$373.33
	POND EXCAVATION	\$1,202,165.34	\$1,202,165.34	\$0.00	\$0.00	\$1,202,165.34	100.00%	\$0.00	\$60,108.27
1001	Dewater for Pond	\$208,832.28	\$208,832.28	\$0.00	\$0.00	\$208,832.28	100.00%	\$0.00	\$10,441.62
1000	Pond Excavation	\$973,069.56	\$973,069.56	\$0.00	\$0.00	\$973,069.56	100.00%	\$0.00	\$48,653.48
1007	Cutoff Wall	\$20,263.50	\$20,263.50	\$0.00	\$0.00	\$20,263.50	100.00%	\$0.00	\$1,013.17
	EARTHWORK	\$1,783,173.28	\$1,765,445.79	\$2,844.53	\$0.00	\$1,768,290.32	99.17%	\$14,882.96	\$88,414.54
1104	Strip Topsoil	\$174,481.94	\$174,481.94	\$0.00	\$0.00	\$174,481.94	100.00%	\$0.00	\$8,724.10
1105	Bury Strippings and Unsuitables in Pond	\$528,812.51	\$528,812.51	\$0.00	\$0.00	\$528,812.51	100.00%	\$0.00	\$26,440.64
1104	Demuck Box Culvert Area	\$2,769.25	\$2,769.25	\$0.00	\$0.00	\$2,769.25	100.00%	\$0.00	\$138.46
1109	Place & Compact Fill	\$426,393.22	\$426,393.22	\$0.00	\$0.00	\$426,393.22	100.00%	\$0.00	\$21,319.67
1114	Remove / Replace Unsuitables	\$473,075.85	\$473,075.85	\$0.00	\$0.00	\$473,075.85	100.00%	\$0.00	\$23,653.79
1115	Fine Grade Lots	\$87,785.61	\$87,785.61	\$0.00	\$0.00	\$87,785.61	100.00%	\$0.00	\$4,389.29
1118	Final Dressout	\$19,746.48	\$4,936.62	\$0.00	\$0.00	\$4,936.62	25.00%	\$14,809.86	\$246.83
1119	Dress Behind Electric Contractor	\$18,102.53	\$18,102.53	\$0.00	\$0.00	\$18,102.53	100.00%	\$0.00	\$905.12
1120	Dress Behind Retaining Wall Contractor	\$16,449.10	\$16,376.00	\$0.00	\$0.00	\$16,376.00	99.56%	\$73.10	\$818.81
1110	Earthwork Density Testing	\$35,556.79	\$32,712.26	\$2,844.53	\$0.00	\$35,556.79	100.00%	\$0.00	\$1,777.83
	GRASSING	\$156,445.85	\$114,676.64	\$0.00	\$0.00	\$114,676.64	73.30%	\$41,769.21	\$5,733.84
1203	Sod - Pond	\$68,867.36	\$68,867.36	\$0.00	\$0.00	\$68,867.36	100.00%	\$0.00	\$3,443.37
1205	Sod - BOC	\$4,543.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,543.60	\$0.00
1201	Sod - Misc Site	\$19,334.72	\$19,334.72	\$0.00	\$0.00	\$19,334.72	100.00%	\$0.00	\$966.74

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD			% (G+C)	
1206	Seed and Mulch - ROW	\$9,320.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1202	Seed and Mulch - Misc. Site	\$1,431.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1207	Seed and Mulch - Lots	\$52,949.12	\$26,474.56	\$0.00	\$0.00	\$26,474.56	50.00%	\$1,323.73
	SUBSOIL STABILIZATION	\$252,182.50	\$248,566.95	\$0.00	\$0.00	\$248,566.95	98.57%	\$12,428.36
1302	Subgrade for Sidewalk	\$3,615.55	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1304	Subsoil Stabilization	\$248,566.95	\$248,566.95	\$0.00	\$0.00	\$248,566.95	100.00%	\$12,428.36
	BASE	\$428,639.70	\$324,019.04	\$87,264.09	\$0.00	\$411,283.13	95.95%	\$20,564.17
1406	4" Base (MUP)	\$17,356.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1407	6" Base (LD Pavement)	\$170,441.10	\$119,296.44	\$51,144.59	\$0.00	\$170,441.03	100.00%	\$8,522.05
1408	8" Base (HD Pavement)	\$240,842.10	\$204,722.60	\$36,119.50	\$0.00	\$240,842.10	100.00%	\$12,042.12
	ASPHALT	\$173,815.20	\$0.00	\$110,131.20	\$0.00	\$110,131.20	63.36%	\$5,506.56
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$154,059.75	\$0.00	\$103,334.40	\$0.00	\$103,334.40	67.07%	\$5,166.72
1503	1" Asphalt Pavement SP 9.5 (MUP)	\$9,108.90	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1517	Prime Limerock	\$10,646.55	\$0.00	\$6,796.80	\$0.00	\$6,796.80	63.84%	\$339.84
	STRIPING & SIGNAGE	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
1700	Striping & Signs	\$19,624.97	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	CONCRETE	\$217,494.80	\$166,347.00	\$0.00	\$0.00	\$166,347.00	76.48%	\$8,317.35
1800	Curb & Gutter (All types)	\$166,347.00	\$166,347.00	\$0.00	\$0.00	\$166,347.00	100.00%	\$8,317.35
2000	Sidewalks	\$37,625.10	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
2005	A.D.A. Handicap Ramps	\$13,522.70	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	HARDSCAPE	\$278,177.70	\$254,004.10	\$24,173.60	\$0.00	\$278,177.70	100.00%	\$13,908.89
2103	Keystone Retaining Wall	\$208,518.10	\$208,518.10	\$0.00	\$0.00	\$208,518.10	100.00%	\$10,425.91
2103	Keystone Wall For 60" Pipe Crossing	\$45,486.00	\$45,486.00	\$0.00	\$0.00	\$45,486.00	100.00%	\$2,274.30
2106	Handrail for Retaining Walls	\$24,173.60	\$0.00	\$24,173.60	\$0.00	\$24,173.60	100.00%	\$1,208.68
	STORM DRAINAGE	\$1,065,594.50	\$1,063,238.12	\$1,178.19	\$0.00	\$1,064,416.31	99.89%	\$53,220.85
3003	Dewater Storm Drain	\$52,317.10	\$52,317.10	\$0.00	\$0.00	\$52,317.10	100.00%	\$2,615.87
3000	Storm Drainage Installed (All pipe/structure	\$775,164.04	\$775,164.04	\$0.00	\$0.00	\$775,164.04	100.00%	\$38,758.21
3140.06	60" Pipe Crossing (In Lieu Of Box Culvert)	\$210,600.00	\$210,600.00	\$0.00	\$0.00	\$210,600.00	100.00%	\$10,530.00
3280	TV Storm Drain	\$18,087.84	\$18,087.84	\$0.00	\$0.00	\$18,087.84	100.00%	\$904.40
3279	Punch Out Storm Drain	\$9,425.52	\$7,069.14	\$1,178.19	\$0.00	\$8,247.33	87.50%	\$412.37
	GRAVITY SEWER	\$907,018.51	\$903,120.85	\$1,948.83	\$0.00	\$905,069.68	99.79%	\$45,253.47
4003	Dewater Gravity Sewer	\$105,950.46	\$105,950.46	\$0.00	\$0.00	\$105,950.46	100.00%	\$5,297.52
4000	Gravity Sewer Installed (All sizes/depths)	\$623,720.04	\$623,720.04	\$0.00	\$0.00	\$623,720.04	100.00%	\$31,186.00
4145	Sewer Services	\$131,831.28	\$131,831.28	\$0.00	\$0.00	\$131,831.28	100.00%	\$6,591.56
4146	TV Test Sewer Main	\$29,923.62	\$29,923.62	\$0.00	\$0.00	\$29,923.62	100.00%	\$1,496.18
4144	Punch Out Sewer	\$15,593.11	\$11,695.45	\$1,948.83	\$0.00	\$13,644.28	87.50%	\$682.21

**Three Rivers CDD
TRIBUTARY UNIT 10**

Yulee, FL

APPLICATION NUMBER: **18**
APPLICATION DATE: **04/03/2024**
PERIOD TO: **03/31/2024**
VCC PROJECT #: **202269**

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	LIFT STATION	\$747,356.24	\$712,449.85	\$13,962.56	\$0.00	\$726,412.41	97.20%	\$20,943.83	\$36,320.62
5003	Dewater Lift Station	\$49,228.25	\$49,228.25	\$0.00	\$0.00	\$49,228.25	100.00%	\$0.00	\$2,461.41
5017	Lift Station 22-24' Class One (With Generator)	\$698,127.99	\$663,221.60	\$13,962.56	\$0.00	\$677,184.16	97.00%	\$20,943.83	\$33,859.21
	FORCE MAIN	\$238,230.69	\$233,507.83	\$2,483.81	\$0.00	\$235,991.64	99.06%	\$2,239.05	\$11,799.58
6000	Force Main Installed (All sizes/types)	\$193,966.29	\$193,966.29	\$0.00	\$0.00	\$193,966.29	100.00%	\$0.00	\$9,698.31
6071	Air Release Valve Ass.	\$23,239.40	\$23,239.40	\$0.00	\$0.00	\$23,239.40	100.00%	\$0.00	\$1,161.98
6185	Locate Wire Test for Force Main	\$2,138.75	\$2,138.75	\$0.00	\$0.00	\$2,138.75	100.00%	\$0.00	\$106.94
6186	Pressure Test for Force Main	\$9,932.50	\$7,448.69	\$2,483.81	\$0.00	\$9,932.50	100.00%	\$0.00	\$496.62
6183	Punch Out Force Main	\$8,953.75	\$6,714.70	\$0.00	\$0.00	\$6,714.70	74.99%	\$2,239.05	\$335.73
	WATER MAIN	\$842,878.47	\$835,524.31	\$3,677.08	\$0.00	\$839,201.39	99.56%	\$3,677.08	\$41,960.09
7000	Water Main Installed (All sizes/types)	\$662,409.25	\$662,409.25	\$0.00	\$0.00	\$662,409.25	100.00%	\$0.00	\$33,120.47
7000	Water Services	\$141,519.32	\$141,519.32	\$0.00	\$0.00	\$141,519.32	100.00%	\$0.00	\$7,075.96
7248	Flushing & BT's for Water Main	\$6,598.95	\$6,598.95	\$0.00	\$0.00	\$6,598.95	100.00%	\$0.00	\$329.94
7249	Locate Wire Test For Water Main	\$2,950.75	\$2,950.75	\$0.00	\$0.00	\$2,950.75	100.00%	\$0.00	\$147.55
7250	Pressure Test for Water Main	\$14,700.10	\$11,023.02	\$3,677.08	\$0.00	\$14,700.10	100.00%	\$0.00	\$735.01
7246	Punch Out for Water Main	\$14,700.10	\$11,023.02	\$0.00	\$0.00	\$11,023.02	74.99%	\$3,677.08	\$551.16
	REUSE MAIN	\$729,723.95	\$722,810.28	\$3,635.98	\$0.00	\$726,446.26	99.55%	\$3,277.69	\$36,322.32
9000	Reuse Main Installed (All sizes/types)	\$548,771.31	\$548,771.31	\$0.00	\$0.00	\$548,771.31	100.00%	\$0.00	\$27,438.57
9000	Reuse Services	\$143,870.69	\$143,870.69	\$0.00	\$0.00	\$143,870.69	100.00%	\$0.00	\$7,193.53
9240	Flushing for Reuse Main	\$6,525.15	\$6,525.15	\$0.00	\$0.00	\$6,525.15	100.00%	\$0.00	\$326.26
9241	Locate Wire Test For Reuse Main	\$2,917.75	\$2,917.75	\$0.00	\$0.00	\$2,917.75	100.00%	\$0.00	\$145.90
9242	Pressure Test for Reuse Main	\$14,535.70	\$10,899.72	\$3,635.98	\$0.00	\$14,535.70	100.00%	\$0.00	\$726.78
9239	Punch Out for Reuse Main	\$13,103.35	\$9,825.66	\$0.00	\$0.00	\$9,825.66	74.99%	\$3,277.69	\$491.28
	ELECTRICAL ALLOWANCE	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
10000	Electrical Allowance	\$150,000.00	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%	\$0.00	\$7,500.00
	SLEEVING UNDER PAVEMENT	\$207,845.00	\$113,530.10	\$0.00	\$0.00	\$113,530.10	54.62%	\$94,314.90	\$5,676.52
11001.02	Irrigation Sleeves, 2.5"	\$34,680.00	\$52,280.10	\$0.00	\$0.00	\$52,280.10	150.75%	\$-17,600.10	\$2,614.01
11001.03	Irrigation Sleeves, 3"	\$48,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,250.00	\$0.00
11001.04	Irrigation Sleeves, 4"	\$57,075.00	\$50,226.00	\$0.00	\$0.00	\$50,226.00	88.00%	\$6,849.00	\$2,511.31
11001.06	Irrigation Sleeves, 6"	\$67,840.00	\$11,024.00	\$0.00	\$0.00	\$11,024.00	16.25%	\$56,816.00	\$551.20
	ORIGINAL CONTRACT TOTALS	\$9,795,007.44	\$9,184,364.84	\$257,581.95	\$0.00	\$9,441,946.79	96.40%	\$353,060.65	\$472,097.46
	CHANGE ORDERS								
	CO #1 - ODP Materials	\$-1,414,690.34	\$-1,414,690.32	\$0.00	\$0.00	\$-1,414,690.32	100.00%	\$-0.02	\$-70,734.47
ST ODP	Storm ODP, Original	\$-445,571.03	\$-445,571.03	\$0.00	\$0.00	\$-445,571.03	100.00%	\$0.00	\$-22,278.55

Three Rivers CDD
TRIBUTARY UNIT 10

Yulee, FL

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			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD			% (G+C)	
SS ODP	Sanitary ODP, Original	\$-278,192.53	\$-278,192.53	\$0.00	\$0.00	\$-278,192.53	100.00%	\$-13,909.62
LS ODP	Lift Station (Generator Only) ODP	\$-165,829.94	\$-165,829.93	\$0.00	\$0.00	\$-165,829.93	100.00%	\$-8,291.47
FM ODP	Force Main ODP, Original	\$-46,433.02	\$-46,433.02	\$0.00	\$0.00	\$-46,433.02	100.00%	\$-2,321.64
WM ODP	Water Main ODP, Original	\$-227,122.26	\$-227,122.25	\$0.00	\$0.00	\$-227,122.25	100.00%	\$-11,356.11
RM ODP	Reuse Main ODP, Original	\$-251,541.56	\$-251,541.56	\$0.00	\$0.00	\$-251,541.56	100.00%	\$-12,577.08
	CO #02 - Plan Comparison, dated 8/18/	\$231,789.50	\$0.00	\$231,789.50	\$0.00	\$231,789.50	100.00%	\$11,589.48
1100	Earthwork Changes, Additional Fill, dated 8	\$216,461.70	\$0.00	\$216,461.70	\$0.00	\$216,461.70	100.00%	\$10,823.09
2100	Retaining Wall Revision, additional wall hei	\$7,363.40	\$0.00	\$7,363.40	\$0.00	\$7,363.40	100.00%	\$368.17
3000	Storm Revisions, dated 8/18/23	\$1,594.25	\$0.00	\$1,594.25	\$0.00	\$1,594.25	100.00%	\$79.71
9000	Reuse Main Upsize, dated 8/18/23	\$6,370.15	\$0.00	\$6,370.15	\$0.00	\$6,370.15	100.00%	\$318.51
	CO #3 - WT/RU Service Add, Lot 96/100	\$2,979.85	\$0.00	\$2,979.85	\$0.00	\$2,979.85	100.00%	\$149.00
7238	1" Single Water Service	\$1,084.41	\$0.00	\$1,084.41	\$0.00	\$1,084.41	100.00%	\$54.22
7239	Demo Existing Water Service	\$813.31	\$0.00	\$813.31	\$0.00	\$813.31	100.00%	\$40.67
9234	1" Single Reuse Service	\$1,082.13	\$0.00	\$1,082.13	\$0.00	\$1,082.13	100.00%	\$54.11
	CO #4 - Hand Rail Credit	\$-24,173.60	\$0.00	\$-24,173.60	\$0.00	\$-24,173.60	100.00%	\$-1,208.68
2106	Handrail for Retaining Wall, CREDIT	\$-24,173.60	\$0.00	\$-24,173.60	\$0.00	\$-24,173.60	100.00%	\$-1,208.68
		\$-1,204,094.59	\$-1,414,690.32	\$210,595.75	\$0.00	\$-1,204,094.57	100.00%	\$-60,204.67
	TOTAL----->	\$8,590,912.85	\$7,769,674.52	\$468,177.70	\$0.00	\$8,237,852.22	95.89%	\$411,892.79

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$444,768.81**, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through **03/31/2024** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 10

Location: Estuary Way, Yulee, FL

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

Dated on: 04/01/2024

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: Tim Gaddis Jr

Printed Name: Tim Gaddis

Title: Senior Project Manager



Table of Contents

Change Orders

- 9. Handrail for Retaining Wall, CREDIT #2106
- 10. 1" Single Water Service #7238
- 11. Earthwork Changes, Additional Fill, dated 8/18/23 #1100

Additional Backup

- 12. Miscellaneous



Valencourt
Construction Co. Inc.

CHANGE ORDER REQUEST

DATE: 4/1/2024

JOB #: 2022-69

[illegible]

AGREED:

By:

TIM GADDIS

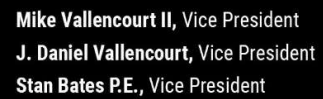
By:

Date: 3/29/2024

Date:



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | [VALLENCOURT.COM](http://vallencourt.com)





Job #

2022-69

2023-10

Date

10/21/2023

Plan Comparison, Comparison Takeoff 8/29/23

Tributary Unit 10

Original Contract Plans

Plans Rec'd 8-18-2023

Delta

Description	Bid Qty.	UM	Unit Price	Total Price
Storm				
36" RCP 6-8' Deep	31	LF	\$227.75	\$7,060.25
Reuse Main				
8" DR18 PVC Reuse Main	90	LF	\$43.06	\$3,875.40
8" Joint Restraints	4	EACH	\$271.10	\$1,084.40
8" Gate Valve	1	EACH	\$2,092.27	\$2,092.27
12 x 8" Tee	1	EACH	\$1,722.88	\$1,722.88
8" 11.25 Bend	1	EACH	\$659.53	\$659.53
8" Cap	1	EACH	\$419.82	\$419.82
Earthwork				
Place & Compact Fill	188,136	CY	\$2.06	\$387,560.16
Purchase Fill Material	0	CY	\$15.56	\$0.00
Retaining Walls				
Keystone Retaining Wall	6,230	SF	\$33.47	\$208,518.10

Description	Bid Qty.	UM	Unit Price	Total Price
36" RCP 6-8' Deep	38	LF	\$227.75	\$8,654.50
10" DR18 PVC Reuse Main	110	LF	\$65.45	\$7,199.50
10" Joint Restraints	5	EACH	\$411.99	\$2,059.95
10" Gate Valve	1	EACH	\$3,274.73	\$3,274.73
12 x 10" Tee	1	EACH	\$2,064.47	\$2,064.47
10" 11.25 Bend	1	EACH	\$1,051.01	\$1,051.01
10" Cap	1	EACH	\$574.79	\$574.79
Place & Compact Fill	200,421	CY	\$2.06	\$412,867.26
Purchase Fill Material	12,285	CY	\$15.56	\$191,154.60
Keystone Retaining Wall	6,450	SF	\$33.47	\$215,881.50

Total Unit 10 Delta \$231,789.50

Tributary Unit 15

Original Contract Plans

Plans Rec'd 8-18-2023

Description	Bid Qty.	UM	Unit Price	Total Price
Storm				
24" RCP 0-6' Deep	27	LF	\$130.18	\$3,514.86
24" RCP 6-8' Deep	28	LF	\$133.14	\$3,727.92
Earthwork				
Place & Compact Fill	119,043	CY	\$2.71	\$322,606.53
Purchase Fill Material	59,317	CY	\$15.56	\$922,972.52
Retaining Walls				
Keystone Retaining Wall	9,630	SF	\$36.95	\$355,828.50

Description	Bid Qty.	UM	Unit Price	Total Price
19 x 30" ERCP	27	LF	\$ 217.56	\$ 5,874.12
30" RCP 6-8' Deep	28	LF	\$ 182.50	\$5,110.00
Place & Compact Fill	124,692	CY	\$ 2.71	\$337,915.32
Purchase Fill Material	64,966	CY	\$ 15.56	\$1,010,870.96
Keystone Retaining Wall	10,120	SF	\$ 36.95	\$373,934.00

Total Unit 15 Delta \$ 125,054.07

Marcus McNarnay, President
Mike Vallencourt Sr., Chairman



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

INVOICE

Date: 03/01/2024

Period To: 03/31/2024

Invoice #:

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

VCC Project #: 2023-46
THREE RIVERS CDD Project #: TRIBUTARY UNIT 10, C...
THREE RIVERS CDD Subcontract #: 2023-46
Application #: 4

Attn.: Joe Cornelison

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

Clearing (Spine) ORIGINAL CONTRACT AMOUNT.....	\$	431,385.00
CHANGE ORDERS TO DATE.....	\$	77,262.99
REVISED CONTRACT AMOUNT.....	\$	508,647.99
PERCENTAGE COMPLETE..... 98.77		
WORK COMPLETE TO DATE.....	\$	502,404.49
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	502,404.49
LESS RETAINAGE.....	\$	25,120.25
TOTAL EARNED LESS RETAINAGE.....	\$	477,284.24
LESS PREVIOUS BILLINGS.....	\$	445,868.70
CURRENT DUE.....	\$	31,415.54

Account Summary:	Sales This Period	Sales To Date
Gross:	33,069.00	502,404.49
Retainage:	1,653.46	25,120.25
Net:	31,415.54	477,284.24



449 Center Street, Green Cove Springs, FL 32043 | (904) 291-9330 | [VALLENCOURT.COM](http://valleNCourt.com)

FROM: Vallencourt Construction Co. Inc.

449 Center Street

Green Cove Springs, FL 32043

CONTRACTOR'S PROJECT NO: 2023-46

CONTRACT DATE: 09/06/2023

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$77,262.99	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$77,262.99

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

1. ORIGINAL CONTRACT SUM.....	\$	431,385.00
2. Net change by Change Orders.....	\$	77,262.99
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	508,647.99
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$	502,404.49
5. RETAINAGE:		
a. 5.00 % of Completed Work (Column D + E on G703)	\$	25,120.25
b. 5.00 % of Stored Materials (Column F on G703)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of G703).....		
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$	25,120.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	445,868.70
8. CURRENT PAYMENT DUE.....	\$	31,415.54
9. BALANCE TO FINISH, PLUS RETAINAGE..... (Line 3 less Line 6)	\$	31,363.75

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Senior Project Manager

By: Tim Gaddis Jr

Date: 03/28/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

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

ARCHITECT:

By: _____ Date: _____

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

THREE RIVERS CDD
TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY)

Yulee, FL 32097

APPLICATION NUMBER: 4
APPLICATION DATE: 03/28/2024
PERIOD TO: 03/31/2024
VCC PROJECT #: 202346

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE
100	General Conditions	\$4,925.00	\$4,531.00	\$295.50	\$0.00	\$4,826.50	98.00%	\$98.50	\$241.33
201	Payment & Performance Bonds	\$6,250.00	\$6,250.00	\$0.00	\$0.00	\$6,250.00	100.00%	\$0.00	\$312.50
300	NPDES Permit Compliance	\$5,180.00	\$5,180.00	\$0.00	\$0.00	\$5,180.00	100.00%	\$0.00	\$259.00
400	Surveying	\$1,515.00	\$1,515.00	\$0.00	\$0.00	\$1,515.00	100.00%	\$0.00	\$75.75
500	As Bullets	\$2,950.00	\$1,032.50	\$147.50	\$0.00	\$1,180.00	40.00%	\$1,770.00	\$59.01
608	Inlet Protection	\$4,875.00	\$4,875.00	\$0.00	\$0.00	\$4,875.00	100.00%	\$0.00	\$243.75
700	Maintenance of Traffic	\$19,725.00	\$19,725.00	\$0.00	\$0.00	\$19,725.00	100.00%	\$0.00	\$986.25
	Demo								
812	Demo Existing Curbs (Repairs)	\$4,280.00	\$4,280.00	\$0.00	\$0.00	\$4,280.00	100.00%	\$0.00	\$214.00
812	Demo Existing Curbs (Speed Hump)	\$878.00	\$878.00	\$0.00	\$0.00	\$878.00	100.00%	\$0.00	\$43.90
816	Misc Asphalt Prep-Patching	\$12,620.00	\$12,620.00	\$0.00	\$0.00	\$12,620.00	100.00%	\$0.00	\$631.00
	Asphalt								
1110	Asphalt / QC Testing	\$6,685.00	\$6,685.00	\$0.00	\$0.00	\$6,685.00	100.00%	\$0.00	\$334.26
4138	Adjust Ex. Manholes	\$11,865.00	\$11,865.00	\$0.00	\$0.00	\$11,865.00	100.00%	\$0.00	\$593.25
1518	Tack Coat	\$14,160.25	\$14,160.25	\$0.00	\$0.00	\$14,160.25	100.00%	\$0.00	\$708.01
1502	3/4" Asphalt Pavement (SP9.5)-Final Lift	\$227,653.25	\$227,653.25	\$0.00	\$0.00	\$227,653.25	100.00%	\$0.00	\$11,382.66
1516	Speed Humps	\$5,227.50	\$5,227.50	\$0.00	\$0.00	\$5,227.50	100.00%	\$0.00	\$261.38
	Striping								
1702	Temp. Paint for Thermoplastic	\$12,795.00	\$12,795.00	\$0.00	\$0.00	\$12,795.00	100.00%	\$0.00	\$639.75
1703	Thermoplastic Striping	\$53,660.00	\$26,830.00	\$26,830.00	\$0.00	\$53,660.00	100.00%	\$0.00	\$2,683.00
1704	Decorative Signs (Std)	\$4,375.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,375.00	\$0.00
1704	Flashing Crosswalk Signs / Pedestrian Dete	\$18,225.00	\$18,225.00	\$0.00	\$0.00	\$18,225.00	100.00%	\$0.00	\$911.25
	Concrete								
1302	Subgrade for Sidewalk	\$1,595.00	\$1,595.00	\$0.00	\$0.00	\$1,595.00	100.00%	\$0.00	\$79.75
2000	Sidewalks (Speed Hump Area ONLY)	\$1,932.00	\$0.00	\$1,932.00	\$0.00	\$1,932.00	100.00%	\$0.00	\$96.60
1811	Repair Damaged Curbs	\$6,150.00	\$6,150.00	\$0.00	\$0.00	\$6,150.00	100.00%	\$0.00	\$307.50
1809	Curb & Gutter (Speed Hump)	\$1,258.00	\$0.00	\$1,258.00	\$0.00	\$1,258.00	100.00%	\$0.00	\$62.90
2005	A.D.A. Handicap Ramps (Speed Hump Area	\$620.00	\$0.00	\$620.00	\$0.00	\$620.00	100.00%	\$0.00	\$31.00
2006	A.D.A. Mats (Speed Hump Area ONLY)	\$1,986.00	\$0.00	\$1,986.00	\$0.00	\$1,986.00	100.00%	\$0.00	\$99.30
	ORIGINAL CONTRACT TOTALS	\$431,385.00	\$392,072.50	\$33,069.00	\$0.00	\$425,141.50	98.55%	\$6,243.50	\$21,257.10

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

APPLICATION NUMBER: 4
APPLICATION DATE: 03/28/2024
PERIOD TO: 03/31/2024
VCC PROJECT #: 202346

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	CHANGE ORDERS								
1502	Overbuild Asphalt on Spine Road	\$77,262.99	\$77,262.99	\$0.00	\$0.00	\$77,262.99	100.00%	\$0.00	\$3,863.15
		\$77,262.99	\$77,262.99	\$0.00	\$0.00	\$77,262.99	100.00%	\$0.00	\$3,863.15
	TOTAL----->	\$508,647.99	\$469,335.49	\$33,069.00	\$0.00	\$502,404.49	98.77%	\$6,243.50	\$25,120.25

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

The undersigned lienor, upon payment from the lienee, of the sum of \$31,415.54, hereby waives and releases its lien and right to claim a lien including all claims, change orders, or demands whatsoever for labor, services, or materials furnished through 03/31/2024 on the job of THREE RIVERS CDD to the following described property :

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

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

Dated on: 03/28/2024

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street
Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: Tim Gaddis Jr

Printed Name: Tim Gaddis

Title: Senior Project Manager

Title	2023-46 - PayApp - TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY) - Vallencourt Construction Co. Inc. - Mar2024
File name	202346_PayApp_TRIBUTARYUNIT10COUNIT1OVERLAY_VallencourtConstructionCoInc_Mar2
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	03/28/2024 15:35:34 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	03/28/2024 15:37:22 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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

Title	2022-69 - PayApp - TRIBUTARY UNIT 10 - Vallencourt Construction Co. Inc. - Mar2024
File name	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_Mar2024.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	04/03/2024 09:59:50 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	04/03/2024 10:02:19 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AV

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **54**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 7,733.25**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- | | |
|---|--------------------|
| Invoice 213115 (Mar 2024) Master Site Planning (WA#7) | \$ 568.50 |
| Invoice 213119 (Mar 2024) Tributary Unit 8 CEI (WA#8) | \$ 87.50 |
| Invoice 213120 (Mar 2024) Edwards Road Water Main CEI Services (WA#9) | \$ 2,203.50 |
| Invoice 213127 (Mar 2024) Tax Exempt Purchase Administration (Unit B) (WA#14) | \$ 498.00 |
| Invoice 213129 (Mar 2024) Unit 10 CEI Services (WA#15) | \$ 2,883.50 |
| Invoice 213130 (Mar 2024) Unit 15 CEI Services (WA#18) | \$ 1,492.25 |
| TOTAL | \$ 7,733.25 |
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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


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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

[_____] ,
CONSULTING ENGINEER

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

April 03, 2024

Invoice No: 213115

Total This Invoice \$568.50

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

Professional Services rendered through March 30, 2024

Phase 01 Master Site Planning

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

Total this Phase 0.00

Phase 02 Master Plan Coordination

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	15,000.00	15,000.00
Limit			15,000.00

Total this Phase 0.00

Phase 03 Master Planning Coordination Meetings

Labor

		Hours	Rate	Amount
Executive VP/Chief Engineer				
Wild, Scott	3/9/2024	.50	335.00	167.50
Wild, Scott	3/23/2024	1.00	335.00	335.00
CADD/GIS Technician				
Sims, Stephen	3/9/2024	.50	132.00	66.00
Totals		2.00		568.50

Total Labor 568.50

Billing Limits	Current	Prior	To-Date
Total Billings	568.50	17,289.50	17,858.00
Limit			25,000.00
Remaining			7,142.00

Total this Phase \$568.50

Phase XP Expenses

Total this Phase 0.00

Total This Invoice \$568.50

Outstanding Invoices

Number	Date	Balance		
211747	1/5/2024	670.00		
212170	1/31/2024	670.00		
212677	3/1/2024	1,070.00		
Total		2,410.00	Total Now Due	\$2,978.50

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

April 03, 2024

Invoice No: 213119

Total This Invoice \$87.50

Project 22324.00000 Tributary Unit 8 CEI (WA#8)

Professional Services rendered through March 30, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Engineer					
Menyhart, Nicholas	3/23/2024		.50	175.00	87.50
Totals			.50		87.50
Total Labor					87.50

Billing Limits

	Current	Prior	To-Date
Total Billings	87.50	40,542.75	40,630.25
Limit			59,520.00
Remaining			18,889.75

Total this Phase \$87.50

Phase 02 Progress Meetings

Billing Limits

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

Total this Phase 0.00

Phase 03 Owner Requested Plan Revisions

Billing Limits

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

Total this Phase 0.00

Phase 04 RFP Process

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	7,441.50	7,441.50
Limit			7,500.00
Remaining			58.50

Total this Phase 0.00

Phase	05	Reimbursable Expenses			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	1,046.54	1,046.54
Limit					1,500.00
Remaining					453.46

Total this Phase	0.00
-------------------------	-------------

Total This Invoice	\$87.50
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Outstanding Invoices

Number	Date	Balance
211752	1/5/2024	1,838.00
212177	1/31/2024	1,499.50
212681	3/1/2024	246.97
Total		3,584.47

Total Now Due	\$3,671.97
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Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

April 03, 2024

Invoice No: 213120

Total This Invoice \$2,203.50

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

Professional Services rendered through March 30, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	3/2/2024		1.00	335.00	335.00
Wild, Scott	3/9/2024		1.00	335.00	335.00
CEI Project Manager/Project Admin.					
Donchez, James	3/16/2024		.50	184.00	92.00
Donchez, James	3/23/2024		.50	184.00	92.00
Donchez, James	3/30/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	3/2/2024		2.00	163.00	326.00
Brooks, Jeffrey	3/9/2024		1.00	163.00	163.00
Brooks, Jeffrey	3/16/2024		2.50	163.00	407.50
Brooks, Jeffrey	3/30/2024		1.00	163.00	163.00
CEI Inspector					
Steeple, Travis	3/30/2024		1.00	132.00	132.00
CADD/GIS Technician					
Jeter, Matthew	3/9/2024		.50	132.00	66.00
Totals			11.50		2,203.50
Total Labor					2,203.50

Billing Limits	Current	Prior	To-Date
Total Billings	2,203.50	11,912.50	14,116.00
Limit			20,160.00
Remaining			6,044.00

Total this Phase \$2,203.50

Phase 02 Owner Requested Plan Revisions

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

Total this Phase 0.00

Phase	03	RFP Process			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	4,964.00	4,964.00
Limit					5,000.00
Remaining					36.00
Total this Phase					0.00

Phase	04	Reimbursable Expenses			
Total this Phase					0.00
Total This Invoice					\$2,203.50

Outstanding Invoices				
Number	Date	Balance		
211753	1/5/2024	427.00		
212178	1/31/2024	3,392.88		
212682	3/1/2024	1,236.50		
Total		5,056.38		
			Total Now Due	\$7,259.88

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

April 04, 2024

Invoice No: 213127

Total This Invoice \$498.00

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

Professional Services rendered through March 30, 2024

Phase 01 CDD Tax Exempt Purchase Administration

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	3/2/2024		1.00	335.00	335.00
CEI Sr. Inspector					
Ellins, Jason	3/23/2024		1.00	163.00	163.00
Totals			2.00		498.00
Total Labor					498.00

Billing Limits

	Current	Prior	To-Date
Total Billings	498.00	21,837.00	22,335.00
Limit			25,000.00
Remaining			2,665.00

Total this Phase \$498.00

Phase XP Reimbursable Expenses

Billing Limits

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

Total this Phase 0.00

Total This Invoice \$498.00

Outstanding Invoices

Number	Date	Balance
211761	1/5/2024	335.00
212690	3/1/2024	1,005.00
Total		1,340.00

Total Now Due \$1,838.00

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

April 04, 2024

Invoice No: 213129

Total This Invoice \$2,883.50

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

Professional Services rendered through March 30, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	3/9/2024		1.50	335.00	502.50
Project Manager					
Milligan, Neal	3/9/2024		1.00	200.00	200.00
Milligan, Neal	3/16/2024		1.00	200.00	200.00
Engineer					
Barquin, Jon-Michael	3/16/2024		1.00	175.00	175.00
Menyhart, Nicholas	3/16/2024		3.00	175.00	525.00
Menyhart, Nicholas	3/23/2024		.50	175.00	87.50
CEI Project Manager/Project Admin.					
Donchez, James	3/2/2024		.50	184.00	92.00
Donchez, James	3/9/2024		.50	184.00	92.00
Donchez, James	3/16/2024		.50	184.00	92.00
Donchez, James	3/23/2024		.50	184.00	92.00
Donchez, James	3/30/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	3/2/2024		1.00	163.00	163.00
Brooks, Jeffrey	3/9/2024		1.50	163.00	244.50
Brooks, Jeffrey	3/16/2024		1.00	163.00	163.00
Brooks, Jeffrey	3/30/2024		1.00	163.00	163.00
Totals			15.00		2,883.50
Total Labor					2,883.50

Billing Limits	Current	Prior	To-Date
Total Billings	2,883.50	45,722.00	48,605.50
Limit			65,520.00
Remaining			16,914.50

Total this Phase \$2,883.50

Phase 02 Progress Meetings

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	9,441.75	9,441.75
Limit				12,960.00
Remaining				3,518.25
Total this Phase				0.00

Phase03Owner Requested Plan Revisions

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

Phase04Reimbursable Expenses

Total this Phase				0.00
Total This Invoice				\$2,883.50

Outstanding Invoices				
Number	Date	Balance		
211765	1/5/2024	7,918.00		
212185	1/31/2024	2,652.50		
212692	3/1/2024	3,737.50		
Total		14,308.00	Total Now Due	\$17,191.50

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

April 04, 2024

Invoice No: 213130

Total This Invoice \$1,492.25

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

Professional Services rendered through March 30, 2024

Phase 01. Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	3/9/2024		.50	335.00	167.50
Engineer					
Hebb, Cara	3/9/2024		.75	175.00	131.25
CEI Project Manager/Project Admin.					
Donchez, James	3/2/2024		.50	184.00	92.00
Donchez, James	3/9/2024		.50	184.00	92.00
Donchez, James	3/16/2024		.50	184.00	92.00
Donchez, James	3/23/2024		.50	184.00	92.00
Donchez, James	3/30/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	3/2/2024		1.00	163.00	163.00
Brooks, Jeffrey	3/9/2024		1.50	163.00	244.50
Brooks, Jeffrey	3/16/2024		1.00	163.00	163.00
Brooks, Jeffrey	3/30/2024		1.00	163.00	163.00
Totals			8.25		1,492.25
Total Labor					1,492.25

Billing Limits	Current	Prior	To-Date
Total Billings	1,492.25	16,083.00	17,575.25
Limit			69,108.00
Remaining			51,532.75

Total this Phase \$1,492.25

Phase 02. Progress Meetings

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

Total this Phase 0.00

Phase 03. Owner Requested Plan Revisions

Billing Limits		Current	Prior	To-Date
Total Billings		0.00	350.00	350.00
Limit				10,000.00
Remaining				9,650.00
Total this Phase				0.00

Phase	04.	Reimbursable Expenses		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				500.00
Remaining				500.00
Total this Phase				0.00
Total This Invoice				<u><u>\$1,492.25</u></u>

Outstanding Invoices			
Number	Date	Balance	
211766	1/5/2024	3,706.50	
212186	1/31/2024	1,610.00	
212693	3/1/2024	1,481.00	
Total		6,797.50	
		Total Now Due	\$8,289.75

Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 54 - ETM (March)

Final Audit Report

2024-04-17

Created:	2024-04-17
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIYixrij8KSrMF_wQYbaPr8xsmZHRX_OP

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 54 - ETM (March)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-04-17 - 11:55:36 AM GMT- IP address: 8.17.109.246
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-04-17 - 11:55:41 AM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-04-17 - 8:18:27 PM GMT- IP address: 3.95.220.169
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-04-17 - 8:18:37 PM GMT - Time Source: server- IP address: 12.18.33.170
-  Agreement completed.
2024-04-17 - 8:18:37 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BI

**2021B ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **176**
- (2) Name of Payee pursuant to Acquisition Agreement:

Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$11,500.00**
- (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): **February 2024 – Invoice #2024-6402**
- (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

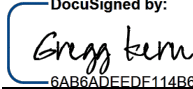
☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
3. each disbursement set forth 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:  6AB6ADEEDEF114B6...
Responsible Officer

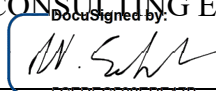
3/28/2024

**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

3/20/2024

DocuSigned by:


5CFDEC500EDF47B...
Title: President/principal

100% Master Infrastructure
N&S

***** INVOICE *****



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

Date: February 1, 2024
Invoice Number 2024-6402
Net 15 days

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

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

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

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

Task 2 SJRWMD Design & Permitting **\$15,520.00**

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

Task 3 Final Engineering & Design **\$55,000.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$55,000.00	\$30,000	\$85,000.00	75	\$63,750.00	\$52,250.00	\$11,500.00

Task 4a Permitting- ERP**\$6,000.00**

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

Task 4b Permitting- Nassau County**\$5,000.00**

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

Task 4c Permitting JEA & FDEP**\$5,000.00**

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

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

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

Task 7 Construction Phase Services**\$18,500.00**

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

Total Amount Due \$11,500.00

PM REVIEW: initials (msb)

Select Contract Term Regarding Invoicing:

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3C1

7251 Salisbury Road, Suite 1
Jacksonville, FL 32256
Proposed by Jennifer Jones
Phone: 904-562-7029 Fax: 904-647-3108
JonesJ8@cintas.com



QUOTE # F61-61376

DELIVERED ON:	5/13/2024
CUSTOMER (#):	35393

CUSTOMER	THREE RIVERS CDD/TRIBUTAR	CONTACT	SHAYNA TALBERT
ADDRESS	76183 TRIBUTARY DR	PHONE	904-468-5700
CITY/STATE/ZIP	YULEE, FL 32097	EMAIL	STALBERT@CASTLEGROUP.COM

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s)
Price estimates will be billed in accordance with existing contract rates. This Proposal is Valid for 10 Days.

Backflow System

SCOPE OF WORK

- Replace 2" Wilkins 975XL2 backflow device at the Clubhouse.
--- Includes replacing pipe fittings on backflow.

**Please note: Your system may require additional repairs that are outside this scope of work.
The quote helps to address the known immediate issue identified.**


NFPA 25: The property owner or designated representative shall correct or repair deficiencies or impairments that are found during the inspection, test, and maintenance required by this standard.

Price excludes electrical work & plumbing unless otherwise stated. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included. If items are accepted individually, additional charges may be added. Customer responsible to notify tenants. CPVC repairs require a 24 hr. cure time. **Final invoice is subject to change based on materials pricing at the time of purchase from suppliers. Acceptance of this proposal is subject to our full terms and conditions.**

TOTAL QUOTE PRICE:	\$ 2,557.48 without tax
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MANUAL SIGNATURE FIELD:

ELECTRONIC SIGNATURE FIELD:

NAME		Signature: 
SIGNATURE		
PO (#)		Email: gkern@greenpointellc.com
DATE		
		Purchase Order Number (if needed)

Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers

TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.

2. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies that have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.

3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility to identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.

4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.

5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate.

6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to

(a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.

7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform CINTAS FIRE PROTECTION FIRE PROTECTION SERVICE AGREEMENT Page 2 of 4 Version 10-10-17 such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.

8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in which the technician was not permitted or was unable to access at the time of service.

9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond/and or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time.

10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement.

11. **Payment Terms, Late Charges, Credit, and Progress Billing.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.

12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement.

13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. Inspection. Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection

15. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

16. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages.

CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

20. Prevailing Wage/Living Wage. Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.

21. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

22. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied

23. Notice of Claim. Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.

24. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns

29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time

30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them

31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the goods and/or services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies

32. **Execution in Counterparts and by Facsimile or Electronically by PDF.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures

33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement

34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement.

No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

35. **Electronic Signatures.** Customer's Acceptance by Allowing Performance. The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

NOTICE TO CUSTOMER. BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.










F61 35393 THREE RIVERS CDD TRIBUTAR (BKFLW QUOTE) 05-13-24

Final Audit Report

2024-05-13

Created:	2024-05-13
By:	Jennifer Jones (JonesJ8@cintas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFGqDTgPidejD8dXTniSEeWe1Fnw9R9A3

"F61 35393 THREE RIVERS CDD TRIBUTAR (BKFLW QUOTE) 05-13-24" History

-  Document created by Jennifer Jones (JonesJ8@cintas.com)
2024-05-13 - 2:43:48 PM GMT- IP address: 198.177.160.25
-  Document emailed to Shayna Talbert (stalbert@castlegroup.com) for signature
2024-05-13 - 2:44:16 PM GMT
-  Jennifer Jones (JonesJ8@cintas.com) added alternate signer jmcMahon@castlegroup.com. The original signer Shayna Talbert (stalbert@castlegroup.com) can still sign.
2024-05-13 - 7:03:09 PM GMT- IP address: 198.177.160.25
-  Document emailed to jmcMahon@castlegroup.com for signature
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-  Email viewed by jmcMahon@castlegroup.com
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-  Document signing delegated to Megan Brown Maldonado (mbmaldonado@greenpointellc.com) by jmcMahon@castlegroup.com
2024-05-13 - 7:11:42 PM GMT- IP address: 66.177.85.241
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-  Document signing delegated to Carolina Aristimuno (gkern@greenpointellc.com) by Megan Brown Maldonado (mbmaldonado@greenpointellc.com)
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2024-05-13 - 7:14:55 PM GMT



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2024-05-13 - 7:17:46 PM GMT- IP address: 3.234.144.171



Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)

Signature Date: 2024-05-13 - 7:18:19 PM GMT - Time Source: server- IP address: 12.18.33.170



Agreement completed.

2024-05-13 - 7:18:19 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3CII

**AGREEMENT BETWEEN THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT AND STONEBRIDGE, LLC, FOR GUTTER REPLACEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of May, 2024, by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in St. John County, Florida, and whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

STONEBRIDGE CONSTRUCTION SERVICES, LLC, a Florida limited liability company whose mailing address is 6956 Phillips Parkway Drive North, Jacksonville, Florida 32256 (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide gutter replacement services as identified in the proposal dated March 6, 2024 and related diagrams attached hereto as **Exhibit A** and described herein, and Contractor represents that it is capable of providing such services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the services, labor and materials described in **Exhibit A**, attached hereto and incorporated herein (the "Project"). To the extent there is any conflict between the terms of this Agreement and the terms set forth in **Exhibit A**, the terms in this Agreement shall control. Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. TIMING. The Contractor shall complete the work with diligence and within a commercially reasonable amount of time. It shall be the Contractor's obligation to obtain and pay for any permits required to commence work. Upon the District's request, Contractor shall furnish such evidence as the District requires concerning ability to timely complete the Project. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet or maintain construction schedules.

SECTION 4. COMPENSATION. Compensation for completion of the Project shall be Five Thousand Five Hundred Seventy Five Dollars (\$5,575.00). This compensation is based on the provision of labor and materials described in **Exhibit A**.

Contractor shall submit an invoice upon the completion and acceptance of the Project by the District. The Invoice shall be paid in accordance with Florida's Prompt Payment Act.

SECTION 5. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants workmanship and materials for five years, and in addition to such warranty, agrees to assign all manufacturer's warranties to the District. Neither final acceptance of the Project, nor final payment therefor, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Contract are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use of, nor infringe, any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 6. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation

statutory

General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

SECTION 7. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 8. COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or

anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 20 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 9. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor:** Stonebridge Construction Services, LLC
6956 Phillips Parkway Drive North
Jacksonville, Florida 32256
Attn: _____
- B. If to District:** Three Rivers Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- With a copy to:** Kutak Rock LLP
107 West College Avenue

Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

SECTION 18. INDEMNIFICATION.

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

fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- (b) In consideration for the Work provided for hereunder and the compensation paid, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 20. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Project set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to the terms of this Agreement.

SECTION 21. TERMINATION. The District shall have the right to terminate this Agreement at any time and upon written notice, whether due to Contractor's failure to perform in accordance with the terms of this Agreement or for any or no reason. Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Project up to the date of the notice of termination, less any offsets.

SECTION 22. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

SECTION 23. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Ernesto Torres ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform

the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 26. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

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

Witness

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**


Signature of Witness

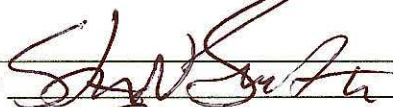
Chairperson, Board of Supervisors

Print Name

Witness

**STONEBRIDGE CONSTRUCTION SERVICES, LLC, a
Florida limited liability company**


Signature Of Witness

Name: 

Title: 


Print Name

Exhibit A: Contractor's Proposal dated March 6, 2024

EXHIBIT A



www.stonebridgebuilt.com

6956 Phillips Parkway Dr N., Jacksonville, FL 32256
Office: 904-262-6636 Fax: 904-262-2247

Lic #: CBC1252682 / Lic #: CCC1328917

PROJECT PROPOSAL

Job#: SS24-103RS

Date: 3/6/2024

Customer: Tributary Amenity Center
Contact: Michael Molineux
Phone: 904-468-5700

SCOPE OF WORK:

Down Spout replacement

- ❖ Remove existing rain chains at specified locations
- ❖ Install New round down spout to match existing approx.: 200 ft
- ❖ Install New splash guard at roof line above office door
- ❖ Clean & haul off any roof debris generated.

Clarifications and Exclusions:

- 1) Any all work not listed in above scope will be presented and addressed as an extra

SBCS proposes to furnish Permit, Labor and Materials for the above scope of work

Total Project Investment: \$ 5575.00

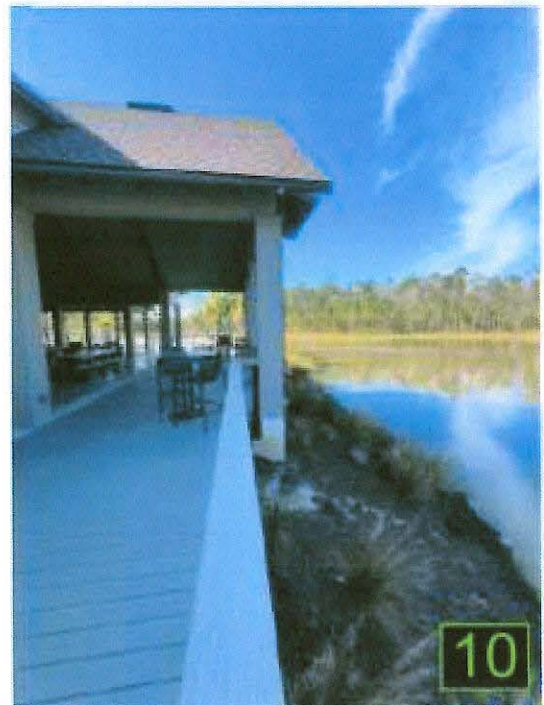
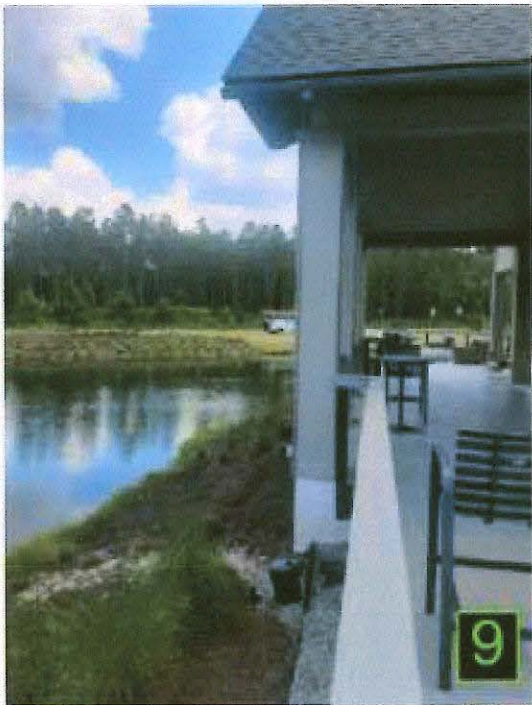
Tributary Amenity Center Gutter Replacement Proposal Visual Aide



Photo Numbering will Match Plan Numbering







THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3CIII

**AGREEMENT BETWEEN THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT AND NORTH FLORIDA BUILDING MAINTENANCE, LLC D/B/A CITY
WIDE FACILITY SOLUTIONS FOR JANITORIAL MAINTENANCE SERVICES**

This Agreement (“Agreement”) is made and entered into this 9 day of May 2024 by and between:

Three Rivers Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with an address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

North Florida Building Maintenance, LLC, d/b/a City Wide Facility Solutions, a Florida limited liability company, with offices located at 4963 Beach Boulevard, Jacksonville, Florida 32207 (“**Contractor**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and located in Nassau County, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District owns, operates and/or maintains an amenity center (“**Facilities**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide janitorial maintenance services for the Facilities; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide janitorial maintenance services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional janitorial maintenance services within presently accepted standards, and as more specifically identified in **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss

conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 4. COMPENSATION; TERM.

A. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Two Thousand Two Hundred Fifty Dollars and No Cents (\$2,250.00) per month for janitorial maintenance five nights per week from April 1 to September 30 and One Thousand Three Hundred Dollars and No Cents (\$1,300.00) per month for janitorial maintenance services three nights per week from October 1 to March 31. The term of this Agreement shall be from May ___, 2024 through April 30, 2025, unless terminated earlier by either party in accordance with the provisions of this Agreement. This contract shall automatically renew pursuant to the same terms and conditions set forth herein for successive one-year terms beginning upon the expiration of the initial term.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 5. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5)** Employee Fidelity Insurance of at least \$500,000

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

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

SECTION 6. INDEMNIFICATION.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives

from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such

claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this

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

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notice**” or “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Three Rivers Community Development District 2300 Glades Road, Suite 410W Boca Raton, Florida 32259 Attn: District Manager
---------------------------	---

With a copy to:	Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301
------------------------	---

Attn: District Counsel

B. If to the Contractor:

North Florida Building Maintenance, LLC
d/b/a City Wide Facility Solutions
4963 Beach Boulevard
Jacksonville, Florida 32207
Attn: _____

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Nassau County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Ernesto Torres ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of

the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, TORRESE@WHHASSOCIATES.COM, OR AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 29. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that

the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 30. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 31. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

[CONTINUED ON FOLLOWING PAGE]

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

Attest:

DocuSigned by:
Ernesto Torres

AE6196FB34D4464...
Secretary / Assistant Secretary
5/9/2024

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:
Gregg Kern

6AB6ADEEDF114B6...
Chairperson, Board of Supervisors
5/10/2024

Witness:

**NORTH FLORIDA BUILDING
MAINTENANCE, LLC D/B/A CITY WIDE
FACILITY SOLUTIONS**

DocuSigned by:
Patrick Dougherty

By: 66FE4B7CF199447...
Its: Director of Sales

5/9/2024

Exhibit A: Proposal

EXHIBIT A

Janitorial Services | Scope of Work

Playground

- Empty trash cans/ pick up trash
- Check equipment for maintenance
- Sanitize equipment
- Clean the area of outside debris

Pawsome Park

- Empty trash cans/ pick up trash
- Sanitize entire area
- Remove any type of outdoor debris
- Check for any maintenance issues

Fitness Center

- Sanitize all gym equipment estimated over 100 pieces
- Clean all surfaces / mirrors/ floors
- Sanitize entire room / fitness bathrooms
- Check for any maintenance issues

Pool area

- Sanitize all pool furniture approximately 100 pieces
- Empty trash cans/ pickup trash
- Use blower to remove outside debris from area
- Check for any maintenance issues
- Clean out firepit (trash, marshmallows, paper, etc.)

Amenity Center (inside)

- Clean all surfaces/ Sanitize and reset all sitting areas
- Clean and organize kitchen cabinets/ refrigerator/ coffee area
- Sanitize lifestyle bathrooms
- Empty trash cans/ pickup trash
- Check for any maintenance issues

Amenity Center - Entrance/ Sidewalks (outside)

- Clean and organize all kitchen cabinets / freezers in closet
- Clean all surfaces/ Sanitize and reset all sitting areas/ tables and chairs (estimated 100 pieces)
- Remove all outdoor debris with blower

Investment Recap

Created for the Castle Group at Tributary Living
 Attention: Michael Molineaux
 76183 Tributary Driving Yulee, FL 32097

Investment Recap**City Wide Facility Solutions Janitorial Service Package**

Includes all janitorial services outlined in the service agreement

Service(s) to be Performed	Frequency	Total Price Per Month
Janitorial Service (on season)	5 nights per week (Monday through Friday April 1st - September 30th)	\$2,150.00
Janitorial Service (off season)	3 nights per week (M, W, F Oct. 1st - March 31st)	\$1,300.00
Facility Management Program	Monthly	\$100.00
Total Month Investment:	April 1st - September 30th	\$2,250.00
	October 1st - March	\$1,400.00
Additional Services (Not included in Monthly Contract)		
Weekend Day Porter	Monthly (Opt in) Yes / NO	\$ 900.00
Initial "Deep" impact clean	Per Occurrence	\$ 2,100.00

Quote Includes:

- Assignment of a Facility Solutions Manager that visits one time per week and a Night Manager to hire, manage, train, and hold accountable all persons responsible for cleaning.
- All services performed as listed in the detailed service agreement.
- All chemicals and basic equipment needed to perform services outlined in service agreement. Price does not include consumable products: soap, toilet paper, paper towel, trash bags, etc.

Consumables:

_____ Yes, City Wide is expected to manage and order consumable products.

City Wide Facility Solutions**The Castle Group**

 Authorized Representative Signature

 Authorized Representative Signature

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3 CIV

Gold Coast Land Management, LLC
33549 Forest Dr
Deland, FL 32720 US
3868011810
troy@gclandmanagement.com
http://www.gclandmanagement.com

Invoice

BILL TO
Greg Kern 7807 Baymeadows Road East Ste 205 Jacksonville FL 32256 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
I190131354	01/28/2024	\$206,400.00	02/27/2024		

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Tributary Clearing Unit 16 & Spine Rd.	1st invoice Clear, rake & onsite burn Unit 16 & Spine Rd. 43 +/- acres complete of 74.47+/- acres (@\$4,800/acre)	43	4,800.00	206,400.00

Thank you for your business.

BALANCE DUE

\$206,400.00

Gold Coast Land Management, LLC
33549 Forest Dr
Deland, FL 32720 US
3868011810
troy@gclandmanagement.com
http://www.gclandmanagement.com

Invoice

BILL TO
Greg Kern 7807 Baymeadows Road East Ste 205 Jacksonville FL 32256 USA

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
I190131364	04/02/2024	\$156,556.00	04/02/2024		

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Tributary Clearing Unit 16 & Spine Rd.	Final invoice, Clear, rake & onsite burn Unit 16 & Spine Rd. 74.47 total acres completed (@\$4,800/acre)	31.47	4,800.00	151,056.00
	Stake Silt Fence	Survey & Stake Silt Fence		5,500.00	5,500.00

Thank you for your business.

BALANCE DUE

\$156,556.00

**AGREEMENT FOR CLEARING
(SPINE ROAD AND UNIT 16)**

THIS AGREEMENT ("Agreement") is made and entered into to be effective the 6 day of May, 2024, by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Nassau County, Florida, and with an address of c/o Wrethell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"), and

GOLD COAST LAND MANAGEMENT LLC, a Florida limited liability company, whose address is 33549 Forest Drive, Deland, Florida 32720 ("Contractor," and together with the District, "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure improvements and recreational facilities; and

WHEREAS, the District desires to retain an independent contractor to provide the construction work and services identified in Exhibit A attached hereto and incorporated herein and described herein and Contractor represents that it is capable of providing such services and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

2. SCOPE OF SERVICES. The duties, obligations, and responsibilities of the Contractor are to provide the construction work and services ("Work") described in Exhibit A, attached hereto and incorporated herein ("Project"). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met. Contractor shall report directly to England-Thims & Miller ("District Engineer") or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Unless otherwise agreed to by the District, Contractor agrees to initiate the repair of any damage resulting from Contractor's activities and work within forty-eight (48) hours (and complete such repair within a reasonable time).

3. TIMING. The Contractor shall be obligated to substantially complete the Project by no later than May 31, 2024, and finally complete the Project within thirty (30) days of the date the Project is determined to be substantially complete. It shall be the Contractor's obligation to obtain and pay for any permits required to commence work. Upon the District's request, Contractor shall furnish such evidence as the District requires concerning ability to timely complete the Project. Contractor must coordinate its work with others performing work for the District as the District directs. Contractor will work overtime or extra shifts as necessary to meet or maintain construction schedules.

4. COMPENSATION. Compensation for completion of the Project shall be Three Hundred Sixty Two Thousand Two Hundred Fifty-Six Dollars (\$362,256), as more specifically set forth in Exhibit

A attached hereto. Payment shall be due as follows: 50% upon execution of the agreement, 50% within 30 days of completion of the Project. Contractor shall submit to the District invoices and supporting documentation for the services satisfactorily performed by Contractor to complete the Project ("Payment Application"). The District agrees to remit payment for said services within thirty (30) days of receipt of an appropriate Payment Application from Contractor, except as otherwise provided in Florida's Prompt Payment Act for construction services. Contractor shall include with its Payment Application unconditional releases of lien from all subcontractors, materialmen, suppliers, and laborers contracted for perform Work for the Project (collectively herein, "Subcontractors") corresponding to payments made for the period relating to the previous Payment Application and an executed waiver and release of lien upon progress payment in the form attached hereto as Exhibit B. Payment Applications and all supporting data shall be prepared by Contractor and submitted in writing for the District's approval, covering the amount and value of services satisfactorily performed by Contractor. Contractor acknowledges that payment for services does not constitute acceptance of the specific services or the Project. The submission by Contractor of its Payment Application shall be a representation by Contractor that all work indicated therein as complete is complete and has been completed in accordance with this Agreement.

Approval of Contractor's Payment Application for the total amount then outstanding under this Agreement ("Final Payment Application"), shall be approved by the District upon the following conditions being satisfied: i) District Engineer's certification that the Project is satisfactorily complete; ii) completion of any applicable punchlist; iii) assignment of all manufacturers' or Subcontractors' warranties on material or equipment installed to the District or District's designee; iv) final waivers/releases of lien from all vendors and Subcontractors which have provided labor and/or materials for performance of the services necessary to complete the Project which shall accompany Contractor's Final Payment Application; v) completion of any required as-built plans; and vi) execution of a waiver and release of lien in the form attached hereto as Exhibit C.

5. CHANGE ORDERS. Contractor understands that the Project may be reduced, enlarged or otherwise modified in scope. If any additional services are proposed beyond those identified in this Agreement, Contractor shall perform them but only after receiving a written change order from the District or the District Engineer. Contractor shall not perform any service omitted from the Agreement by deductive change order. Contractor shall cooperate with and assist the District in preparing and determining the scope of any change order. In the event this is a unit price Agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order in accordance with the unit prices established in this Agreement. In the event this Agreement is not a unit price agreement, Contractor's compensation shall be adjusted for the added or deducted services proposed by the change order as reasonably determined by the District in conference with the Contractor. All change orders shall be in the form attached hereto as Exhibit D.

6. BONDS. To the extent the cost for the Project meets or exceeds the threshold set forth under Section 255.05(d), Florida Statutes (currently \$200,000), Contractor shall, before commencing the work, execute and record in the public records of Nassau County, a payment and performance bond with a surety insurer authorized to do business in Florida, for the full contract price of the Project and in a form acceptable to the District. The payment bond shall provide that any action instituted by a claimant under the bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and (10), Florida Statutes, as applicable. Contractor shall provide the District with a certified copy of the recorded bond before commencing the Project.

7. WARRANTY AND COVENANT. Contractor hereby covenants to the District that it shall perform the services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. The Contractor warrants to the District that all services and materials shall be of good quality, and free from faults and defects. Neither final acceptance of the Project, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District. Contractor shall assign to the District or District's designee all warranties extended to Contractor by Subcontractors. If an assignment of warranty requires the Subcontractor to consent to same, then Contractor shall secure the Subcontractor's consent to assign said warranties. Contractor shall reasonably cooperate with the District to assign and deliver all warranties under the Agreement and any Subcontractor agreements, including as provided in Section 25 herein.

8. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the amounts set forth in the Insurance Certificate attached as Exhibit E. Contractor shall provide District with a certificate naming the additional insureds provided in Exhibit E. At no time shall Contractor be without insurance in the amounts set forth in Exhibit E. No policy may be canceled during the term of this Agreement without at least 30 days written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District prior to the commencement of any performance under this Agreement.

9. SUBCONTRACTORS. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the services to be performed by the Subcontractor, to be bound to the Contractor by terms of this Agreement, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's services, which the Contractor assumes toward the District. Each subcontract agreement shall preserve and protect the rights of the District under the Agreement with respect to the services to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Agreement to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Agreement. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed sub-Subcontractors.

10. LIQUIDATED DAMAGES. Contractor and the District recognize that time is of the essence and that District will suffer financial and other losses if the Project is not completed within the times specified herein. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by District if the Project is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay District \$500.00 (Five Hundred Dollars) for each day that expires after the time specified herein for the Project to be complete. Contractor's liability for liquidated damages under this shall be subject to a total aggregate cap of \$50,000.00 (Fifty Thousand Dollars).

11. ACCEPTANCE BY LOCAL GOVERNMENTS. Contractor acknowledges that all work may be subject to inspections, tests, and approvals by the District, City of Jacksonville ("City"), county, federal, state, other governmental entity, or utility company inspectors and that all or some portion of the work may be conveyed to another governmental entity or utility company. No work is complete until it passes final inspection / approval by the District as well as the applicable City, county, federal state, other governmental entity, or utility company. Contractor shall provide at its expense any written warranties, certifications, bonds or other documentation as may be required in connection with the conveyance of any work, or as may be otherwise required, by any city, county, federal, state, other governmental entity or utility company.

12. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

13. PUBLIC ENTITY CRIMES. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that neither itself nor any Subcontractors meet any of the prohibited criteria set

forth in Section 287.133, Florida Statutes. If the Contractor or any of its Subcontractors is found to have falsely represented its status under Section 287.133, Florida Statutes, or later been placed on the convicted vendor list, the Contractor shall immediately notify the District, at which time District may immediately terminate this Agreement or may require the Contractor, at the Contractor's expense, to terminate any contractual relationship with any such Subcontractors.

14. POLICY OF NON-DISCRIMINATION. In conformity with the requirements of Section 126.404, Ordinance Code of the City, the Contractor represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Contract. The Contractor agrees that on written request, to the extent not prohibited by privacy laws or other laws, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the City's Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that the Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written or any employee files.

15. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

16. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a Subcontractor for the Project, Contractor will not enter into the Subcontractor agreement without first receiving an affidavit from the Subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a Subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the Subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any Subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement

17. DIRECT PURCHASE OF MATERIALS. District represents to Contractor that District is a governmental entity exempt from Florida sales and use tax and will provide Contractor with a copy of its Consumer Exemption Certificate. At its sole discretion, and if it determines that it is in its best interests to do so, District may elect to implement a direct purchase arrangement whereby District will directly acquire certain materials (the "Direct Purchase Materials") necessary for the completion of the Work directly from Contractor's suppliers to take advantage of District's tax-exempt status. Such direct purchase arrangement shall be in accordance with the District's Procurement Procedures for District Purchased Material, which may be obtained upon request from the District's Public Records Custodian (hereinafter defined).

18. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the Project property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

19. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, Subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, Subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, Subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control. In particular, District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

20. COMPLIANCE WITH LAWS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, Subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, Subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and Subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, Subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 29 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, Subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

21. DEFAULT; INTERFERING THIRD PARTIES. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

24. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States

government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

26. THIRD PARTY BENEFICIARIES. The Parties acknowledge that there are no third party beneficiaries to this Agreement, except for Elements Development of Jacksonville, LLC ("Developer"), U.S. Bank National Association as the District's bond trustee, the City, and the Downtown Investment Authority ("DIA"), which in addition to Contractor shall have the right to enforce all warranties, payment and performance bonds, insurance, indemnification, and other provisions of this Contract.

27. PUBLICITY. Except to the extent necessary to perform its obligations under this Agreement, to respond to any public records request and/or other legally required disclosure, Contractor shall not, without the prior written consent of the District, discuss, publicize, or otherwise disclose the existence or terms of this Contract, with anyone except authorized professional representatives (including without limitation auditors and legal representatives) of Contractor, regulatory agency staff, representatives of Developer, and any other contractors or consultants hired by the District. Contractor shall not use the District or Developer's name, trademarks, or logos in any written materials, including without limitation press releases, or advertisements, without District or Developer's prior written consent, unless necessary for Contractor to perform its services or as required by law.

28. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

29. CHOICE OF LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida.

30. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, and for breach of this Agreement, Contractor shall indemnify, hold harmless, and defend the District and its respective officers, directors, Supervisors, Board Members, City Council members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligent, reckless, or intentionally wrongful acts or omissions of the Contractor, or any Subcontractor, any supplier, or any individual or entity directly or indirectly employed or used by any of them to perform the Project. In the event that any indemnification, defense or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees.

31. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

32. TERM. This Agreement shall become effective as of the date first above written, and shall terminate upon completion of the Project set forth herein and in any amendment hereto, unless cancelled earlier, pursuant to the terms of this Agreement.

33. TERMINATION. The District shall have the right to terminate this Agreement at any time and upon written notice, whether due to Contractor's failure to perform in accordance with the terms of this Agreement or for any or no reason. Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice mailed to the District at the address written above stating a failure of the District to perform in accordance with the terms of this Agreement. The District's liability upon termination of this Agreement shall be limited to paying for the reasonable value of labor and materials physically incorporated into the Project up to the date of the notice of termination, less any offsets.

34. OWNERSHIP OF DOCUMENTS. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Contractor pursuant to this Agreement shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

35. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Craig Wrathell ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, c/o CRAIG WRATHELL, WRATHELL, HUNT & ASSOCIATES, LLC, WRATHELLC@WHHASSOCIATES.COM, (877) 276-0889, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

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

37. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

38. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. In the event of a conflict between this document and Exhibit A, this document shall control.

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

(SIGNATURES ON FOLLOWING PAGE)



August 16, 2023
Revised February 25, 2024

By: Gold Coast Land Management LLC
Colin Gordon
186.264.9544

To: Three Rivers CDD
ATTN: Gregg Kern
7807 Baymeadows Road East | Ste. 205
Jacksonville, FL 32256

RE: PROPOSAL FOR CLEARING ON TRIBUTARY, SPINE ROAD & UNITS 16

Dear Gregg,

Please find below Gold Coast Land Management LLC fee agreement for end grubbing & onsite burning of debris on Tributary located in Nassau County, Florida.

'Scope of Work' to be provided for this project is divided into tasks as follows:

TASK 1: CLEAR AND GRUB

Clear & grub, and onsite burn all debris in Unit 16 and the 'Spine Road' Police Lodge Road to be maintained for ingress/egress for residents. Attached is the site plan for subject areas.

FEE SCHEDULE

Task 1	Clear & Grub Unit 16 (38.57 +/- acres @ \$4,800 per acre)	\$ 185,136
	Clear & Grub Spine Road (35.9 +/- acres @ \$4,800 per acre)	\$ 172,320
	Survey Stakeout	\$ 4,800
	Total Not to Exceed:	\$ 362,256

TERM

1) Quote is based on information provided by Three Rivers CDD and is subject to change after 30 days. 2) Additional work not included in Scope to be invoiced separate. 4) By signing this agreement, signor agrees to pay GCLM Fees for completed tasks in this agreement. 5) Agreement by both parties on NET 30 terms. 6) Total acres calculated by Dominion Engineering Group, Inc., first invoiced acres shall be verified in field using GPS and agreed upon by both parties. 7) Scope does not include dewatering, dewatering, survey stakeout or silt fence.

EXHIBIT B

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

The undersigned lienor ("Lienor"), with offices at 33544 Forest Dr Deland FL, and in consideration of payment in the amount of \$ 362,256.00, hereby waives and releases its lien and/or right to claim a lien - or seek further payment - for labor, services, or materials furnished to the Three Rivers Community Development District ("District") for all work provided pursuant to the agreement ("Agreement") dated August 16, 2023 between the Lienor and District, and for the period from the effective date of the Agreement and through May 6, 2024.

This waiver and release does not cover any retention, labor, services, or materials furnished after the date specified.

Acknowledged this 6 day of May, 2024

Gold Coast Land Management

Troy Rantz

[Contractor/Lienor]

Troy Rantz

print name

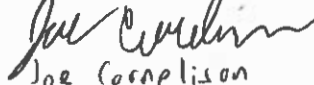
MGR


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

WITNESS

THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT


Signature of Witness

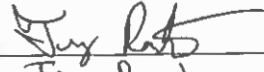

Joe Cornplison
Chairman, Board of Supervisors


Print Name

WITNESS

GOLD COAST LAND MANAGEMENT LLC


Signature Of Witness

By: 
Print: Troy Rantz
Its: MGR

Colin Gordon
Print Name

- Exhibit A: Proposal for Work
- Exhibit B: Form of Partial Payment Lien Release
- Exhibit C: Form of Final Payment Lien Release
- Exhibit D: Insurance Certificate

ATTEST

Erica Rentz
[signature]

Erica Rentz
[signature] (print Name)

By: _____
[print name]

Colin Gordon
[print name]

Its: Colin Gordon
[print title] name

EXHIBIT C

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor ("Lienor"), with offices at 33549 Forest Rd Rd 1, and in consideration of the final payment in the amount of \$ 362,256.00, hereby waives and releases its lien and right to claim a lien - or seek further payment - for labor, services, or materials furnished to the Three Rivers Community Development District for all work provided pursuant to the agreement ("Agreement") dated August 16 2023 between the Lienor and District.

Acknowledged this 6 day of May, 2024.

Gold Coast Land Management LLC
[Contractor/Lienor]

Troy Rentz
Troy Rentz
MGR

ATTEST

Erica Rentz
[signature]

[signature]

By: Erica Rentz
[print name]

Colin Gordon
[print name]
signature

Its: Colin Gordon
[print title] name

EXHIBIT D

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2024

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

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

PRODUCER C.D. Rigdon Associates, Ltd. 24117 W. 103rd Street, Suite J Naperville IL 60564		CONTACT NAME: Christopher Rigdon PHONE (A/C No. Ext.): (630) 898-4043 E-MAIL: chrisr@cdrigdon.com FAX (A/C No.): (630) 898-4143	
INSURED Gold Coast Land Management, LLC 33549 Forest Drive Deland FL 32720		INSURER(S) AFFORDING COVERAGE INSURER A: GuideOne National Insurance Company MAIC # 15032 INSURER B: Travelers Casualty Insurance Company of America 19048 INSURER C: NorGUARD Insurance Company 31470 INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: CL2121006509		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	ENV562008582-02	02/05/2024	02/05/2025
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIREN AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	BA-9W607316	07/19/2023	07/19/2024
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	ENV562008583-02	02/05/2024	02/05/2025
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in IN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	GOWC475302	01/06/2024	01/06/2025
A	Professional Liability (E&O)		ENV562008582-02	02/05/2024	02/05/2025
LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Contractors Pollution \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Limit = \$ 1,000,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GreenPointe Developers, LLC is listed as an additional insured as their interests may appear					

CERTIFICATE HOLDER GreenPointe Developers, LLC 7807 Baymeadows Road East Suite 205 Jacksonville FL 32256	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

5

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT
OFFICE OF THE DISTRICT MANAGER
2300 GLADES ROAD SUITE 410 WEST BOCA RATON, FL 33431
PHONE (561)571-0010 TOLL FREE 1-877-276-0889**

May 22, 2024

Via FedEx, and email nicholas.w.miller83@gmail.com

Mr. Nicholas Miller
75743 Spoonbill Ln
Yule, FL 32097

**Re: Three Rivers Community Development District
Suspension of Amenity Privileges**

Dear Mr. Miller:

I serve as District Manager to the Three Rivers Community Development District ("District"). The purpose of this correspondence is to notify you that, due to incidents which occurred on the District's property over the past several months, you are hereby suspended from **all properties** and owned and operated by the District, including, but not limited to the parking lot, clubhouse, park, dog park, the pools, the fitness facilities, the playgrounds, and the sport courts. Your suspension will be at least until **May 30, 2024**, which is the date of the District's Board of Supervisors ("Board") next meeting. As noted in more detail below, the Board may choose to extend the duration of the suspension at its meeting.

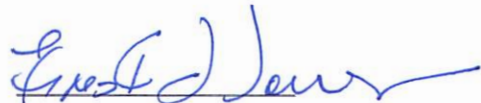
Reason for Suspension. The District has been advised Nassau County Sheriff's Office responded to an altercation between you and a minor child on May 19, 2024 at approximately 4:25 PM and as a result of the altercation you were apprehended. (See attached NCSO Report). This conduct is a violation of the District's adopted *Amenity Policies and Rates*, including, but not limited to the following: Patrons and their Guests shall treat all staff members and other Patrons with courtesy and respect. And all Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances. (See *Amenity Policies and Rates* Section 2(p) under General Amenity Policies).

Opportunity to Address the Board. You will have an opportunity to address the Board regarding this decision at the May meeting of the District's Board of Supervisors, on **May 30, 2024 at 2:00 PM. Currently at FSCJ Nassau Center, Building T, Nassau Room (T126), 76346 William Burgess Blvd, Yulee, FL 32097.** In the event the location changes you will be notified. ("Hearing"). Please provide any relevant written materials to the undersigned at least seven (7) days prior to the Hearing. At the Hearing, the Board may take any additional action, including: (i) a modification of the suspension or termination of your amenity privileges, including an extension of such suspension; and (ii) any applicable legal action warranted by the circumstances in

accordance with the *Amenity Policies and Rates*. In determining whether to take such additional action, the Board shall consider materials provided by you and District staff, as well as the nature of the violation and prior violations, if any. The Board shall provide notice of its actions to you if they differ from the suspension timeline stated above.

Please be advised that from the date of this letter through May 30, 2024, your amenity privileges are suspended. Accordingly, should you attempt to enter the District's amenity facilities, you will be trespassing, and the appropriate authorities will be contacted.

Sincerely,



Ernesto Torres
District Manager

cc: Gregg Kern, Chairman (via e-mail)
Wesley Haber, District Counsel (via e-mail)
James McMahon , Castle Group (via-email)
Shayna Talbert, Castle Group (via-email)
Sharelle Boyer, OnPlace (via-email)
Megan Maldonado (Greenpointe)
Three Rivers Board of Supervisors



Nassau County Sheriff's Office

CASE REPORT
77151 CITIZENS CIRCLE
YULEE, FL 32097

CASE#2024-00052656

EVENT	REPORTED DATE/TIME 5/19/2024 16:28	OCCURRED INCIDENT TYPE Assault	
	OCCURRED FROM DATE/TIME 05/19/2024 16:25	OCCURRED THRU DATE/TIME 05/19/2024 16:25	LOCATION OF OCCURRENCE 76183 TRIBUTARY DR YULEE, FL

OFFENSES	STATUTE/DESCRIPTION	COUNTS	ATTEMPT/COMMIT
	01 784.03(1a1) BATTERY TOUCH STRIKE	1	Commit

SUBJECT	JACKET/SUBJECT TYPE Adult Suspect		NAME (LAST, FIRST, MIDDLE SUFFIX) MILLER, NICHOLAS WILLIAM ANTHONY					
	DOB 01/04/1983		ADDRESS (STREET, CITY, STATE, ZIP) Privacy Information					
	RACE White		SEX Male	HEIGHT or RANGE 5'10"	WEIGHT or RANGE 250	HAIR BRO	EYE BRO	
	Privacy Information			PHONE #2		PHONE #3		

SUBJECT	JACKET/SUBJECT TYPE Juvenile Victim		NAME (LAST, FIRST, MIDDLE SUFFIX) Privacy Information					
	DOB 		ADDRESS (STREET, CITY, STATE, ZIP) Privacy Information					
	AGE or AGE RANGE 		Privacy Information					
	DL NUMBER/STATE 		Privacy Information		PHONE #2		PHONE #3	

SUBJECT	JACKET/SUBJECT TYPE Adult Witness		NAME (LAST, FIRST, MIDDLE SUFFIX) MILLER, MEGAN NICOLE					
	DOB 07/11/1990		ADDRESS (STREET, CITY, STATE, ZIP) Privacy Information					
	RACE White		SEX Male	HEIGHT or RANGE 5'6"	WEIGHT or RANGE 180	HAIR BLN	EYE GRN	
	Privacy Information			PHONE #2		PHONE #3		

REPORTING OFFICER 1409 NASSAR	DATE 5/19/2024	REVIEWED BY TURMAN, BRANDY N 05/20/2024
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Nassau County Sheriff's Office

CASE REPORT
77151 CITIZENS CIRCLE
YULEE, FL 32097

CASE# 2024-00052656

ADDITIONAL SUBJECTS

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE SUFFIX)				
	Adult Person-Other	CHAMBERS, JOSEPH ARTHUR				
	DOB	AGE or AGE RANGE				
	03/21/1984	Privacy Information				
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE
White	Male	5'11"	160	BLK	BRO	
DL NUMBER/STATE	PRIMARY PHONE		PHONE #2		PHONE #3	
Privacy Information						

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE SUFFIX)				
	DOB	AGE or AGE RANGE				
	ADDRESS (STREET, CITY, STATE, ZIP)					
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE
	DL NUMBER/STATE	PRIMARY PHONE		PHONE #2		PHONE #3

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE SUFFIX)				
	DOB	AGE or AGE RANGE				
	ADDRESS (STREET, CITY, STATE, ZIP)					
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE
	DL NUMBER/STATE	PRIMARY PHONE		PHONE #2		PHONE #3

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE SUFFIX)				
	DOB	AGE or AGE RANGE				
	ADDRESS (STREET, CITY, STATE, ZIP)					
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE
	DL NUMBER/STATE	PRIMARY PHONE		PHONE #2		PHONE #3

SUBJECT	JACKET/SUBJECT TYPE	NAME (LAST, FIRST, MIDDLE SUFFIX)				
	DOB	AGE or AGE RANGE				
	ADDRESS (STREET, CITY, STATE, ZIP)					
	RACE	SEX	HEIGHT or RANGE	WEIGHT or RANGE	HAIR	EYE
	DL NUMBER/STATE	PRIMARY PHONE		PHONE #2		PHONE #3

REPORTING OFFICER	DATE	REVIEWED BY
1409 NASSAR	5/19/2024	TURMAN, BRANDY N 05/20/2024



Nassau County Sheriff's Office

CASE REPORT

77151 CITIZENS CIRCLE
YULEE, FL 32097

CASE#2024-00052656

NARRATIVE

On 5/19/2024 at approximately 1628 hours, I was dispatched to 76183 Tributary Drive, Yulee, Florida to investigate a Battery.

The juvenile victim, Privacy Information states that there was a verbal altercation taking place in the pool area of the Tributary Club House. The victim attempted to step between two person who were arguing. The victim ended up standing in front of witness, Megan Miller.

At this time the arrestee, Nicholas Miller believed his wife was about to be assaulted. The arrestee rushed up to the victim and pushed him in the chest. Subjects on the scene advised the arrestee pushed the victim back to the pool edge and then had his hands around his neck.

At this time, onlookers intervened and separated all parties involved and the crowd began to disperse.

As I arrived in the parking lot I was approached by Joseph Chambers who is the father of the victim. Joseph Chambers stated the arrestee who was present in the parking lot had assaulted his son. I contacted the arrestee who stated he did touch the kid. At this time the arrestee was detained.

The case is cleared with arrest.

REPORTING OFFICER

1409 NASSAR

DATE

5/19/2024

REVIEWED BY

TURMAN, BRANDY N 05/20/2024

Public Records Exemptions

Enclosed please find a copy of the response documents for your public records request. The following information is provided to explain the process employed to review and produce the response documents.

Reason	Description	Pages
Privacy Information		1-3

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

6



March 6, 2024

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

RE: POOL SERVICE FOR 1 POOL

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

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

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

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

The hourly rate for repairs is \$190.

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

**Pool Service with Chemicals – \$2,500 (Billed Monthly in Advance)
ALL CUSTOMERS WILL BE REQUIRED TO SUBMIT PAYMENT VIA ACH**

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

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

EFFECTIVE DATE: TBD – 12/31/24

Property Representative Date

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

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



May 16, 2024

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

RE: POOL SERVICE FOR 1 POOL

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

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

- Leaf Net Debris from the Pool
 - Test Water and Record DOH Log & Findings
 - Balance/Adjust Water Chemistry
 - Brush and Clean Pool Tile*
 - Vacuum/or Brush the Pool Interior*
 - Backwash and Clean Filters*
 - Close and Shock Pool*
 - *Service Required Following Severe Weather Conditions will be Quoted Separately*
 - *Salt, Algicide and Degreasing of Filters will be Quoted Separately*
 - *Chemicals will be Charged Separately from Monthly Service Contract*
- *Denotes on an "as needed" basis*

**Coastal will report any necessary operational or DOH repairs.
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Required repairs will be quoted and must be approved by management before proceeding.**

The hourly rate for repairs is \$190.

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**Pool Service Without Bulk Chemicals – \$1,800 (Billed Monthly in Advance)
ALL CUSTOMERS WILL BE REQUIRED TO SUBMIT PAYMENT VIA ACH**

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

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

EFFECTIVE DATE: TBD – 12/31/24

Property Representative Date

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

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

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

7

Facility Monitor

The facility monitor performs guest safety and recreational work supervising, swimming and enforcing regulations for the Tributary Amenity Patrons. An essential responsibility of this role includes ensuring cleanliness, setting-up and safety of all areas and facilities and attending to all guests needs within the pool area as per the Amenity Facilities Policies.

- Maintain a welcoming and friendly attitude towards Patrons. Represent Tributary in a respectful manner.
- Maintain a daily log of activities and record of all incidents.
- Monitor facilities to ensure Patron's safe and appropriate use of facilities in accordance with the Amenity Facilities Policies.
- Immediately address and report all safety issues as appropriate, including contacting Nassau County Sheriff's Office or 9-1-1 as applicable.
- Direct visitors to the appropriate location, collaborates with District Staff ensuring increased customer service.
- Identify and report deficiencies throughout the facilities, notify concerned departments immediately of hazards, injuries, equipment, or processes that negatively affect the operations.
- Ensure swimming pools, sports courts, and all facilities are clean at all times and report any maintenance issues to the District Staff.
- Ensure all Patrons have proof of permitted access (i.e. utilizing VizPin to enter premises and have profile on Alosant app).
- Make regular rounds within the facilities to ensure Patrons are adhering to all Amenity Facilities Policies.
- Manage Lost & Found items in facilities area.
- Assist in ensuring all areas that have been rented for private parties have been returned to their original condition.
- Be knowledgeable of amenity facilities, including working instructions of fire pit, length and depth of pool, how many laps it takes to complete a mile in meters and feet, etc.
- Handle confidential and sensitive information in an effective and professional manner.
- Willingness to take ownership of all resident requests and complaints and communicate complaints/issues to District Staff.

Pool Deck, Patio and Restrooms:

- Politely enforce property and pool use rules, including hours for fitness classes.
- Ensure the pool deck is swept and that all furniture and umbrellas are in the correct places when the pool opens in the morning and closes at the end of the day.
- Ensure cleanliness of pool restrooms; ensure paper products and soaps are stocked as needed.
- Empty trash cans and replace can liners on pool deck, patio and in pool restrooms as needed.
- Enforce pool and pool deck closure according to Amenity Center Policies.

Sports Courts:

- Politely enforce sports courts use rules.
- Ensure all individuals on sports courts are Patrons or approved guests.
- Empty trash cans and replace can liners at all sports court locations as needed.
- Clear debris from sports courts as needed.

Lookout Center and Playground:

- Politely enforce amenity use rules.
- Ensure cleanliness of Lookout Center restrooms; ensure paper products and soaps are stocked as needed.
- Empty trash cans and replace can liners in Lookout Center restrooms as needed.

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Three Rivers Community Development District ("**District**") prior to June 15, 2024, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____

HOUR: _____:_____.m.

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Nassau County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 30TH DAY OF MAY, 2024.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Budget

Exhibit A: Proposed Budget

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
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**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll - gross	\$ 671,193				\$ 671,193
Allowable discounts (4%)	(26,848)				(26,848)
Assessment levy: on-roll - net	644,345	\$632,554	\$ 11,791	\$ 644,345	644,345
Assessment levy: off-roll	206,878	114,297	92,581	206,878	408,040
Developer contribution	251,433	152,549	98,884	251,433	195,578
Lot closing	-	64,006	-	64,006	-
Interest & miscellaneous	-	5,455	-	5,455	-
Total revenues	1,102,656	968,861	203,256	1,172,117	1,247,963
EXPENDITURES					
Professional & administrative					
Supervisor fees	9,000	3,400	5,600	9,000	9,000
FICA	918	260	658	918	918
Engineering	8,500	11,308	-	11,308	8,500
Attorney	25,000	5,727	19,273	25,000	25,000
Arbitrage	500	-	500	500	500
DSF accounting: series 2019	7,500	-	7,500	7,500	7,500
DSF accounting: series 2021	7,500	7,500	-	7,500	7,500
DSF accounting: series 2022	7,500	-	7,500	7,500	7,500
DSF accounting: series 2023	7,500	3,750	3,750	7,500	7,500
Dissemination agent: series 2019	1,000	500	500	1,000	1,000
Dissemination agent: series 2021-B1	1,000	500	500	1,000	1,000
Dissemination agent: series 2021-B2	1,000	500	500	1,000	1,000
Dissemination agent: series 2022	1,000	-	1,000	1,000	1,000
Dissemination agent: series 2023	1,000	500	500	1,000	1,000
Trustee: series 2019	4,300	4,256	44	4,300	4,300
Trustee: series 2021-B1	4,000	-	4,000	4,000	4,000
Trustee: series 2021-B2	4,000	-	4,000	4,000	4,000
Trustee: series 2022	4,000	-	4,000	4,000	4,000
Trustee: series 2023	4,000	-	4,000	4,000	4,000
Audit	7,500	-	7,500	7,500	7,500
Management	45,000	22,500	22,500	45,000	45,000
O&M accounting	7,500	-	7,500	7,500	7,500
Website	705	-	705	705	705
ADA compliance	210	-	210	210	210
Telephone	500	250	250	500	500
Postage	500	331	169	500	500
Insurance: GL and D&O	6,000	6,197	-	6,197	6,000
Printing & binding	500	250	250	500	500
Legal Advertising	1,500	2,401	-	2,401	1,500
Other current charges	500	17,885	-	17,885	500

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
Dues, licenses & subscriptions	175	175	-	175	175
Tax collector	13,424	26,843	-	26,843	13,424
Total professional & administrative	183,232	115,033	102,909	217,942	183,232
Operations & maintenance					
Landscape maintenance	250,000	88,469	161,531	250,000	300,000
Landscape contingency	25,000	1,011	23,989	25,000	25,000
Lifestyle director	70,000	-	70,000	70,000	70,000
Electric	5,000	23,477	-	23,477	60,000
Reclaimed water	40,000	8,014	31,986	40,000	60,000
Lake/stormwater maintenance	17,000	7,980	9,020	17,000	25,000
Irrigation repairs	11,000	1,783	9,217	11,000	11,000
Waste pickup	1,440	-	1,440	1,440	1,440
Total operations & maintenance	419,440	134,484	303,433	437,917	552,440
Amenity center					
Utilities					
Telephone & cable	9,566	2,286	7,280	9,566	6,000
Electric	55,000	13,584	41,416	55,000	7,500
Water/irrigation	-	-	-	-	5,000
Potable water	3,000	-	3,000	3,000	-
Reclaim water	15,666	-	15,666	15,666	-
Gas	1,750	430	1,320	1,750	1,500
Trash removal	2,916	1,190	1,726	2,916	2,500
Security					
Alarm monitoring	400	-	400	400	400
Monitoring	14,466	3,744	10,722	14,466	15,000
Access cards	1,166	-	1,166	1,166	1,500
Management contracts					
Landscape mainenance	55,000	23,897	31,103	55,000	55,000
Landscape contingency	5,500	-	5,500	5,500	5,500
Pool service	28,200	14,100	14,100	28,200	28,200
Pool repairs	5,834	-	5,834	5,834	5,834
Pool chemicals	14,000	-	14,000	14,000	14,000
Janitorial services	30,240	16,597	13,643	30,240	30,000
Janatorial supplies	12,000	2,671	9,329	12,000	12,000
Facility maintenance	-	1,600	-	1,600	-
Fitness equipment lease	38,300	15,649	22,651	38,300	38,300
Techonolgy help desk	4,100	-	4,100	4,100	3,000
HVAC maintenance	2,000	-	2,000	2,000	2,000
Pest control	2,520	420	2,100	2,520	2,750

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	
Pool permits	1,166	-	1,166	1,166	1,000
Repairs & maintenance	20,000	18,059	1,941	20,000	20,000
New capital projects	10,000	12,290	-	12,290	10,000
Special events	80,000	100,506	-	100,506	80,000
Holiday decorations	12,666	10,190	2,476	12,666	12,666
Fitness center repairs/supplies	3,500	375	3,125	3,500	3,500
Office supplies	3,600	11,127	-	11,127	3,600
Operating supplies	10,850	584	10,266	10,850	10,850
ASCAP/BMI licences	1,984	-	1,984	1,984	1,984
Insurance: property	40,000	59,821	-	59,821	74,414
Fitness maintenance	-	-	-	-	1,500
Temporay staff	-	-	-	-	20,000
Nassau County off-duty patrol	-	-	-	-	15,000
Meeting room	-	-	-	-	7,200
Total amenity center	485,390	309,120	228,014	537,134	497,698
Total expenditures	1,088,062	558,637	634,356	1,192,993	1,233,370
Net increase/(decrease) of fund balance	14,594	410,224	(431,100)	(20,876)	14,593
Fund balance - beginning (unaudited)	14,594	39,313	449,537	39,313	18,437
Committed					
Future maintenance	29,188	29,188	29,188	29,188	43,782
Unassigned	-	420,349	(10,751)	(10,751)	(10,752)
Fund balance - ending (projected)	\$ 29,188	\$449,537	\$ 18,437	\$ 18,437	\$ 33,030

Total Number of Units	3,125
Platted or Anticipated Platted Units	909
Professional & admin amount per unit	54.40
Operations & maintenance and amenity center amount per unit	1,161.52
Total	1,215.92

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Expenditures

Professional & administrative

Supervisor fees	\$ 9,000
Statutory set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
FICA	918
Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.	
Engineering	8,500
The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District has contracted with Dominion Engineering Group, Inc.	
Attorney	25,000
Hopping, Green & Sams provides on-going general counsel and legal representation. These lawyers are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provide service as "local government lawyers," realizing that this type of local government is very limited in its scope - providing infrastructure and services to development.	
Arbitrage	500
To ensure the District's compliance with tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
DSF accounting: series 2019	7,500
DSF accounting: series 2021	7,500
DSF accounting: series 2022	7,500
DSF accounting: series 2023	7,500
Dissemination agent	
The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.	
Dissemination agent: series 2019	1,000
Dissemination agent: series 2021-B1	1,000
Dissemination agent: series 2021-B2	1,000
Dissemination agent: series 2022	1,000
Dissemination agent: series 2023	1,000
Trustee: series 2019	4,300
Trustee: series 2021-B1	4,000
Trustee: series 2021-B2	4,000
Trustee: series 2022	4,000
Trustee: series 2023	4,000
Audit	7,500
The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to Florida State Law and the Rules of the Auditor General.	
Management	45,000
Wrathell, Hunt and Associates, LLC specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experiences of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and finally operate and maintain the assets of the community.	
O&M accounting	7,500
Website	705
ADA compliance	210

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Telephone	500
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance: GL and D&O	6,000
The District's general liability, public officials liability and property insurance coverages.	
Printing & binding	500
Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.	
Legal Advertising	1,500
The District is required to advertise various notices for monthly Board meetings, public hearings, etc in a newspaper of general circulation.	
Other current charges	500
Bank charges and any other miscellaneous expenses incurred during the year.	
Dues, licenses & subscriptions	175
Annual fee paid to the Florida Department of Community Affairs.	
Tax Collector	13,424
Operations & maintenance	
Landscape maintenance	300,000
Estimated costs that the District will incur to maintain the landscaping within the common areas of the District after installation of landscape material has been completed.	
Landscape contingency	25,000
Lifestyle director	70,000
Estimated costs for any additional landscape expenses not covered under the monthly landscape maintenance contract.	
Utilities	
Estimated costs for any utilities such as electric, streetlights, water that may come online during the fiscal year.	
Electric	60,000
Reclaimed water	60,000
Lake/stormwater maintenance	25,000
Estimated costs for maintenance of all lakes and stormwater that will be maintained by the District. Sitex Aquatics contractor.	
Irrigation repairs	11,000
Estimated costs for any repairs to the irrigation system.	
Waste pickup	1,440
Doody Daddy monthly pick-up services \$120.00 per month	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Amenity center

Utilities

Telephone & cable	6,000
Electric	7,500
Potable water	-
Reclaim water	-
Gas	1,500
Trash removal	2,500

Security

Alarm monitoring	400
Monitoring	15,000
Access cards	1,500

Management contracts

Landscape mainenance	55,000
Landscape contingency	5,500
Pool service	28,200

Crown Pools monthly service contract \$2,350 per month

Pool repairs	5,834
Pool chemicals	14,000
Janitorial services	30,000
Janatorial supplies	12,000
Fitness equipment lease	38,300
Techonolgy help desk	3,000

ARCO help desk support security system, camera, TV, sound system \$100 per hour

HVAC maintenance	2,000
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Southern Technology agreemetn \$2,000 per year. Does not include repairs.

Pest control	2,750
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Pool permits	1,000
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Repairs & maintenance	20,000
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AC repairs, handyman, electrician, Onsite Industry

New capital projects	10,000
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Special events	80,000
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Holiday decorations	12,666
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Fitness center repairs/supplies	3,500
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Office supplies	3,600
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Operating supplies	10,850
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ASCAP/BMI licences	1,984
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Insurance: property	74,414
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Fitness maintenance	1,500
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Temporay staff	20,000
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Nassau County off-duty patrol	15,000
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Meeting room	7,200
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Total expenditures	<u><u>\$ 1,233,370</u></u>
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**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019A-1
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Assessment levy: on-roll	\$ 799,666				\$ 799,666
Allowable discounts (4%)	(31,987)				(31,987)
Net assessment levy - on-roll	767,679	\$ 753,713	\$ 13,966	\$ 767,679	767,679
Off-roll assessments	153,856	54,675	78,324	132,999	91,800
Assessment prepayments	-	193,229	-	193,229	-
Lot closing	-	20,857	-	20,857	-
Interest	5,000	44,831	-	44,831	5,000
Total revenues	926,535	1,067,305	92,290	1,159,595	864,479
EXPENDITURES					
Debt service					
Principal	285,000	-	285,000	285,000	275,000
Principal prepayment	-	465,000	-	465,000	-
Interest 11/1	329,684	320,434	9,250	329,684	302,422
Interest 5/1	329,684	-	329,684	329,684	302,422
Tax collector	15,993	15,064	929	15,993	15,993
Total expenditures	960,361	800,498	624,863	1,425,361	895,837
Excess/(deficiency) of revenues over/(under) expenditures	(33,826)	266,807	(532,573)	(265,766)	(31,358)
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(2,366)	2,366	-	-
Total other financing sources/(uses)	-	(2,366)	2,366	-	-
Fund balance:					
Net increase/(decrease) in fund balance	(33,826)	264,441	(530,207)	(265,766)	(31,358)
Beginning fund balance (unaudited)	1,545,936	1,813,847	2,078,288	1,813,847	1,548,081
Ending fund balance (projected)	\$ 1,512,110	\$2,078,288	\$1,548,081	\$1,548,081	1,516,723
Use of fund balance:					
Debt service reserve account balance (required)					(1,001,063)
Interest expense - November 1, 2025					(296,750)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 218,910

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24	-		302,421.88	302,421.88	13,150,000.00
05/01/25	275,000.00	4.125%	302,421.88	577,421.88	12,875,000.00
11/01/25	-		296,750.00	296,750.00	12,875,000.00
05/01/26	285,000.00	4.125%	296,750.00	581,750.00	12,590,000.00
11/01/26	-		290,871.88	290,871.88	12,590,000.00
05/01/27	300,000.00	4.125%	290,871.88	590,871.88	12,290,000.00
11/01/27	-		284,684.38	284,684.38	12,290,000.00
05/01/28	310,000.00	4.125%	284,684.38	594,684.38	11,980,000.00
11/01/28	-		278,290.63	278,290.63	11,980,000.00
05/01/29	325,000.00	4.125%	278,290.63	603,290.63	11,655,000.00
11/01/29	-		271,587.50	271,587.50	11,655,000.00
05/01/30	340,000.00	4.500%	271,587.50	611,587.50	11,315,000.00
11/01/30	-		263,937.50	263,937.50	11,315,000.00
05/01/31	355,000.00	4.500%	263,937.50	618,937.50	10,960,000.00
11/01/31	-		255,950.00	255,950.00	10,960,000.00
05/01/32	370,000.00	4.500%	255,950.00	625,950.00	10,590,000.00
11/01/32	-		247,625.00	247,625.00	10,590,000.00
05/01/33	385,000.00	4.500%	247,625.00	632,625.00	10,205,000.00
11/01/33	-		238,962.50	238,962.50	10,205,000.00
05/01/34	405,000.00	4.500%	238,962.50	643,962.50	9,800,000.00
11/01/34	-		229,850.00	229,850.00	9,800,000.00
05/01/35	425,000.00	4.500%	229,850.00	654,850.00	9,375,000.00
11/01/35	-		220,287.50	220,287.50	9,375,000.00
05/01/36	440,000.00	4.500%	220,287.50	660,287.50	8,935,000.00
11/01/36	-		210,387.50	210,387.50	8,935,000.00
05/01/37	465,000.00	4.500%	210,387.50	675,387.50	8,470,000.00
11/01/37	-		199,925.00	199,925.00	8,470,000.00
05/01/38	485,000.00	4.500%	199,925.00	684,925.00	7,985,000.00
11/01/38	-		189,012.50	189,012.50	7,985,000.00
05/01/39	505,000.00	4.500%	189,012.50	694,012.50	7,480,000.00
11/01/39	-		177,650.00	177,650.00	7,480,000.00
05/01/40	530,000.00	4.750%	177,650.00	707,650.00	6,950,000.00
11/01/40	-		165,062.50	165,062.50	6,950,000.00
05/01/41	555,000.00	4.750%	165,062.50	720,062.50	6,395,000.00
11/01/41	-		151,881.25	151,881.25	6,395,000.00
05/01/42	585,000.00	4.750%	151,881.25	736,881.25	5,810,000.00
11/01/42	-		137,987.50	137,987.50	5,810,000.00
05/01/43	610,000.00	4.750%	137,987.50	747,987.50	5,200,000.00
11/01/43	-		123,500.00	123,500.00	5,200,000.00
05/01/44	640,000.00	4.750%	123,500.00	763,500.00	4,560,000.00

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/44	-		108,300.00	108,300.00	4,560,000.00
05/01/45	670,000.00	4.750%	108,300.00	778,300.00	3,890,000.00
11/01/45	-		92,387.50	92,387.50	3,890,000.00
05/01/46	705,000.00	4.750%	92,387.50	797,387.50	3,185,000.00
11/01/46	-		75,643.75	75,643.75	3,185,000.00
05/01/47	740,000.00	4.750%	75,643.75	815,643.75	2,445,000.00
11/01/47	-		58,068.75	58,068.75	2,445,000.00
05/01/48	775,000.00	4.750%	58,068.75	833,068.75	1,670,000.00
11/01/48	-		39,662.50	39,662.50	1,670,000.00
05/01/49	815,000.00	4.750%	39,662.50	854,662.50	855,000.00
11/01/49	-		20,306.25	20,306.25	855,000.00
05/01/50	855,000.00	4.750%	20,306.25	875,306.25	-
Total	13,150,000.00		9,861,987.54	23,011,987.54	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2019A-2
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Off-roll assessments	\$ 3,326	\$ 3,990	\$ -	\$ 3,990	\$ 3,088
Lot closing	-	47	-	47	-
Interest	-	145	-	145	-
Total revenues	<u>3,326</u>	<u>4,182</u>	<u>-</u>	<u>4,182</u>	<u>3,088</u>
EXPENDITURES					
Debt service					
Principal prepayment	-	5,000	-	5,000	-
Interest 11/1	1,663	1,722	-	1,722	1,544
Interest 5/1	1,663	-	1,663	1,663	1,544
Total expenditures	<u>3,326</u>	<u>6,722</u>	<u>1,663</u>	<u>8,385</u>	<u>3,088</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,540)	(1,663)	(4,203)	-
OTHER FINANCING SOURCES/(USES)					
Transfers in	-	2,366	-	2,366	-
Total other financing sources/(uses)	<u>-</u>	<u>2,366</u>	<u>-</u>	<u>2,366</u>	<u>-</u>
Fund balance:					
Net increase/(decrease) in fund balance	-	(174)	(1,663)	(1,837)	-
Beginning fund balance (unaudited)	11,223	9,418	9,244	9,418	7,581
Ending fund balance (projected)	<u>\$ 11,223</u>	<u>\$ 9,244</u>	<u>\$ 7,581</u>	<u>\$ 7,581</u>	<u>7,581</u>
Use of fund balance:					
Debt service reserve account balance (required)					(3,563)
Interest expense - November 1, 2025					(1,544)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 2,474</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019A-2 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			1,543.75	1,543.75	65,000.00
05/01/25			1,543.75	1,543.75	65,000.00
11/01/25			1,543.75	1,543.75	65,000.00
05/01/26			1,543.75	1,543.75	65,000.00
11/01/26			1,543.75	1,543.75	65,000.00
05/01/27			1,543.75	1,543.75	65,000.00
11/01/27			1,543.75	1,543.75	65,000.00
05/01/28			1,543.75	1,543.75	65,000.00
11/01/28			1,543.75	1,543.75	65,000.00
05/01/29	65,000.00	4.750%	1,543.75	66,543.75	-
Total	65,000.00		18,703.13	88,703.13	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021B
FISCAL YEAR 2025**

	Fiscal Year 2023				
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Proposed Budget FY 2025
REVENUES					
Interest	\$ -	\$ 5,158	\$ -	\$ 5,158	\$ -
Total revenues	-	5,158	-	5,158	-
EXPENDITURES					
Debt service					
Total expenditures	-	-	-	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	5,158	-	5,158	-
Fund balance:					
Net increase/(decrease) in fund balance	-	5,158	-	5,158	-
Beginning fund balance (unaudited)	-	206,463	211,621	206,463	211,621
Ending fund balance (projected)	\$ -	\$ 211,621	\$211,621	\$211,621	211,621
Use of fund balance:					
Debt service reserve account balance (required)					-
Principal and Interest expense - November 1, 2025					-
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$211,621</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2021B (SOUTH ASSESSMENT AREA)
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 462,500	\$ -	\$ 285,594	\$ 285,594	\$ 285,594
Interest	-	8,511	-	8,511	-
Total revenues	<u>462,500</u>	<u>8,511</u>	<u>285,594</u>	<u>294,105</u>	<u>285,594</u>
EXPENDITURES					
Debt service					
Interest	462,500	142,797	142,797	285,594	285,594
Total debt service	<u>462,500</u>	<u>142,797</u>	<u>142,797</u>	<u>285,594</u>	<u>285,594</u>
Total expenditures	<u>462,500</u>	<u>142,797</u>	<u>142,797</u>	<u>285,594</u>	<u>285,594</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(134,286)	142,797	8,511	-
Fund balance:					
Net increase/(decrease) in fund balance	-	(134,286)	142,797	8,511	-
Beginning fund balance (unaudited)	702,824	517,850	383,564	517,850	526,361
Ending fund balance (projected)	<u>\$ 702,824</u>	<u>\$ 383,564</u>	<u>\$ 526,361</u>	<u>\$526,361</u>	<u>526,361</u>
Use of fund balance:					
Debt service reserve account balance (required)					(285,594)
Principal and Interest expense - November 1, 2025					(142,797)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 97,970</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2021B (SOUTH ASSESSMENT AREA) AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			142,796.88	142,796.88	6,175,000.00
05/01/25			142,796.88	142,796.88	6,175,000.00
11/01/25			142,796.88	142,796.88	6,175,000.00
05/01/26			142,796.88	142,796.88	6,175,000.00
11/01/26			142,796.88	142,796.88	6,175,000.00
05/01/27			142,796.88	142,796.88	6,175,000.00
11/01/27			142,796.88	142,796.88	6,175,000.00
05/01/28			142,796.88	142,796.88	6,175,000.00
11/01/28			142,796.88	142,796.88	6,175,000.00
05/01/29			142,796.88	142,796.88	6,175,000.00
11/01/29			142,796.88	142,796.88	6,175,000.00
05/01/30			142,796.88	142,796.88	6,175,000.00
11/01/30			142,796.88	142,796.88	6,175,000.00
05/01/31			142,796.88	142,796.88	6,175,000.00
11/01/31			142,796.88	142,796.88	6,175,000.00
05/01/32			142,796.88	142,796.88	6,175,000.00
11/01/32			142,796.88	142,796.88	6,175,000.00
05/01/33			142,796.88	142,796.88	6,175,000.00
11/01/33			142,796.88	142,796.88	6,175,000.00
05/01/34			142,796.88	142,796.88	6,175,000.00
11/01/34			142,796.88	142,796.88	6,175,000.00
05/01/35			142,796.88	142,796.88	6,175,000.00
11/01/35			142,796.88	142,796.88	6,175,000.00
05/01/36	6,175,000.00	4.625%	142,796.88	6,317,796.88	-
Total	6,175,000.00		3,712,718.88	9,887,718.88	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2023
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 03/31/24	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Special assessment: off-roll	\$ -	\$ 687,100	\$ 252,842	\$ 939,942	\$ 920,313
Assessment prepayments	-	1,799,217	-	1,799,217	-
Lot closings	-	110,728	-	110,728	-
Interest	-	54,282	-	54,282	-
Total revenues	-	2,651,327	252,842	2,904,169	920,313
EXPENDITURES					
Debt service					
Principal	-	-	195,000	195,000	195,000
Principal prepayment	-	1,125,000	685,000	1,810,000	-
Interest	-	239,428	384,294	623,722	721,198
Total debt service	-	1,364,428	1,264,294	2,628,722	916,198
Total expenditures	-	1,364,428	1,264,294	2,628,722	916,198
Excess/(deficiency) of revenues over/(under) expenditures	-	1,286,899	(1,011,452)	275,447	4,115
Fund balance:					
Net increase/(decrease) in fund balance	-	1,286,899	(1,011,452)	275,447	4,115
Beginning fund balance (unaudited)	-	1,289,906	2,576,805	1,289,906	1,565,353
Ending fund balance (projected)	\$ -	\$ 2,576,805	\$ 1,565,353	\$ 1,565,353	1,569,468
Use of fund balance:					
Debt service reserve account balance (required)					(1,039,493)
Principal and Interest expense - November 1, 2025					(355,870)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 174,105</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/24			360,598.75	360,598.75	13,015,000.00
05/01/25	195,000.00	4.850%	360,598.75	555,598.75	12,820,000.00
11/01/25			355,870.00	355,870.00	12,820,000.00
05/01/26	205,000.00	4.850%	355,870.00	560,870.00	12,615,000.00
11/01/26			350,898.75	350,898.75	12,615,000.00
05/01/27	215,000.00	4.850%	350,898.75	565,898.75	12,400,000.00
11/01/27			345,685.00	345,685.00	12,400,000.00
05/01/28	225,000.00	4.850%	345,685.00	570,685.00	12,175,000.00
11/01/28	-		340,228.75	340,228.75	12,175,000.00
05/01/29	235,000.00	4.850%	340,228.75	575,228.75	11,940,000.00
11/01/29	-		334,530.00	334,530.00	11,940,000.00
05/01/30	250,000.00	4.850%	334,530.00	584,530.00	11,690,000.00
11/01/30	-		328,467.50	328,467.50	11,690,000.00
05/01/31	260,000.00	4.850%	328,467.50	588,467.50	11,430,000.00
11/01/31	-		322,162.50	322,162.50	11,430,000.00
05/01/32	275,000.00	4.850%	322,162.50	597,162.50	11,155,000.00
11/01/32	-		315,493.75	315,493.75	11,155,000.00
05/01/33	285,000.00	4.850%	315,493.75	600,493.75	10,870,000.00
11/01/33	-		308,582.50	308,582.50	10,870,000.00
05/01/34	300,000.00	5.550%	308,582.50	608,582.50	10,570,000.00
11/01/34	-		300,257.50	300,257.50	10,570,000.00
05/01/35	320,000.00	5.550%	300,257.50	620,257.50	10,250,000.00
11/01/35	-		291,377.50	291,377.50	10,250,000.00
05/01/36	340,000.00	5.550%	291,377.50	631,377.50	9,910,000.00
11/01/36	-		281,942.50	281,942.50	9,910,000.00
05/01/37	355,000.00	5.550%	281,942.50	636,942.50	9,555,000.00
11/01/37	-		272,091.25	272,091.25	9,555,000.00
05/01/38	380,000.00	5.550%	272,091.25	652,091.25	9,175,000.00
11/01/38	-		261,546.25	261,546.25	9,175,000.00
05/01/39	400,000.00	5.550%	261,546.25	661,546.25	8,775,000.00
11/01/39	-		250,446.25	250,446.25	8,775,000.00
05/01/40	420,000.00	5.550%	250,446.25	670,446.25	8,355,000.00
11/01/40	-		238,791.25	238,791.25	8,355,000.00
05/01/41	445,000.00	5.550%	238,791.25	683,791.25	7,910,000.00
11/01/41	-		226,442.50	226,442.50	7,910,000.00
05/01/42	470,000.00	5.550%	226,442.50	696,442.50	7,440,000.00
11/01/42	-		213,400.00	213,400.00	7,440,000.00
05/01/43	500,000.00	5.550%	213,400.00	713,400.00	6,940,000.00
11/01/43	-		199,525.00	199,525.00	6,940,000.00
05/01/44	530,000.00	5.750%	199,525.00	729,525.00	6,410,000.00
11/01/44	-		184,287.50	184,287.50	6,410,000.00
05/01/45	560,000.00	5.750%	184,287.50	744,287.50	5,850,000.00
11/01/45	-		168,187.50	168,187.50	5,850,000.00
05/01/46	595,000.00	5.750%	168,187.50	763,187.50	5,255,000.00
11/01/46	-		151,081.25	151,081.25	5,255,000.00
05/01/47	630,000.00	5.750%	151,081.25	781,081.25	4,625,000.00
11/01/47	-		132,968.75	132,968.75	4,625,000.00
05/01/48	665,000.00	5.750%	132,968.75	797,968.75	3,960,000.00
11/01/48	-		113,850.00	113,850.00	3,960,000.00
05/01/49	705,000.00	5.750%	113,850.00	818,850.00	3,255,000.00

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/49	-		93,581.25	93,581.25	3,255,000.00
05/01/50	745,000.00	5.750%	93,581.25	838,581.25	2,510,000.00
11/01/50	-		72,162.50	72,162.50	2,510,000.00
05/01/51	790,000.00	5.750%	72,162.50	862,162.50	1,720,000.00
11/01/51	-		49,450.00	49,450.00	1,720,000.00
05/01/52	835,000.00	5.750%	49,450.00	884,450.00	885,000.00
11/01/52	-		25,443.75	25,443.75	885,000.00
05/01/53	885,000.00	5.750%	25,443.75	910,443.75	-
11/01/53	-		-	-	-
Total	13,015,000.00		13,778,700.00	26,793,700.00	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments (Platted Lots in Units 1 & 2)

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
<u>Conventional</u>					
SF 40'	-	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 2,674.44
SF 45'	30	1,215.93	1,510.64	2,726.57	2,726.57
SF 50'	94	1,215.93	1,562.77	2,778.70	2,778.70
SF 60'	107	1,215.93	1,667.02	2,882.95	2,882.95
SF 65'	-	1,215.93	1,719.15	2,935.08	2,935.08
Total	231				

On-Roll Assessments (Platted Lots in Unit 3)

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
<u>Conventional</u>					
SF 40'	-	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 2,674.44
SF 45'	-	1,215.93	1,510.64	2,726.57	2,726.57
SF 50'	53	1,215.93	1,562.77	2,778.70	2,778.70
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 65'	-	1,215.93	1,719.15	2,935.08	2,935.08
Total	53				

On-Roll Assessments (Platted Lots in Unit 4)

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
<u>Age-Restricted</u>					
SF 45'	-	\$ 1,215.93	-	\$ 1,215.93	\$ 1,215.93
SF 50'	-	1,215.93	1,562.77	2,778.70	2,778.70
SF 50' Reduced	63	1,215.93	957.45	2,173.38	2,173.38
SF 60'	-	1,215.93	1,667.02	2,882.95	2,882.95
SF 60' Reduced	37	1,215.93	957.45	2,173.38	2,173.38
Total	100				

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

On-Roll Assessments (Platted Lots in Units 6)

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
<u>Conventional</u>					
SF 40'	63	\$ 1,215.93	\$ 1,458.51	\$ 2,674.44	\$ 1,371.00
SF 45'	105	1,215.93	1,510.64	2,726.57	1,420.00
SF 50'	-	1,215.93	1,562.77	2,778.70	1,469.00
SF 60'	-	1,215.93	1,667.02	2,882.95	1,567.00
SF 65'	-	1,215.93	1,719.15	2,935.08	1,616.00
Total	168				

Off-Roll Assessments (Platted Lots in Units 5)

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
<u>Age-Restricted</u>					
SF 45'	-	\$ 1,142.97	\$ -	\$ -	\$ -
SF 50'	-	1,142.97	1,469.00	2,611.97	1,469.00
SF 50' Reduced	63	1,142.97	900.00	2,042.97	1,469.00
SF 60'	-	1,142.97	1,567.00	2,709.97	1,567.00
SF 60' Reduced	39	1,142.97	900.00	2,042.97	1,469.00
Total	102				

Off-Roll Assessments (Platted Lots in Units 8)

Product/Parcel	Units	FY 2025 O&M Assessment per Unit	FY 2025 DS Assessment per Unit	FY 2025 Total Assessment per Unit	FY 2024 Total Assessment per Unit
SF 50'	23	\$ 1,142.97	\$ 3,559.18	\$ 4,702.15	\$ 4,702.15
SF 50' Reduced	27	1,142.97	1,600.00	2,742.97	4,702.15
SF 60'	-	1,142.97	4,271.01	5,413.98	5,413.98
SF 60' Reduced	29	1,142.97	1,600.00	2,742.97	5,413.98
SF 70'	-	1,142.97	4,982.86	6,125.83	
	79				

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-09

**A RESOLUTION OF THE THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF
SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025
AND PROVIDING FOR AN EFFECTIVE DATE**

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2024/2025 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Nassau County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 30th day of May, 2024.

Attest:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>TBD</i>		
<i>¹The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 17, 2024	Regular Meeting	3:00 PM
November 5, 2024¹	Landowners' Meeting	11:00 AM
November 21, 2024	Regular Meeting	3:00 PM
December 19, 2024	Regular Meeting	3:00 PM
January 16, 2025	Regular Meeting	3:00 PM
February 20, 2025	Regular Meeting	3:00 PM
March 20, 2025	Regular Meeting	3:00 PM
April 17, 2025	Regular Meeting	3:00 PM
May 15, 2025	Regular Meeting	3:00 PM
June __, 2025*	Regular Meeting	3:00 PM
July 17, 2025	Regular Meeting	3:00 PM
August 21, 2025	Regular Meeting	3:00 PM
September 18, 2025	Regular Meeting	3:00 PM

***Exception**

The June meeting date is on the Juneteenth holiday.

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

11

**AGREEMENT BETWEEN THE THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT AND THE TREE AMIGOS OUTDOOR SERVICES, INC. FOR LANDSCAPE
INSTALLATION SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of May, 2024, by and between:

Three Rivers Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Nassau County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“District”); and

The Tree Amigos Outdoor Services, Inc., a Florida corporation, with a mailing address of 5000-18 Highway 17 #235, Fleming Island, Florida 32003 (“Contractor,” together with District, “Parties”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Act”); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape installation services for certain lands within the District; and

WHEREAS, Contractor represents that it is qualified to provide landscape installation services and has agreed to provide to the District those services identified in **Exhibit A**, which includes the scope of services and location sketches, and is attached hereto and incorporated by reference herein (“Services”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional landscape

installation services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. The Contractor shall provide the Services as shown in **Section 3** of this Agreement and **Exhibit A**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF LANDSCAPE INSTALLATION SERVICES. The Contractor will provide landscape installation services for certain lands within the District, specifically identified in **Exhibit A** attached hereto. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill, and labor necessary for the Services as described in **Exhibit A** on a monthly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager to act as its representative.

(2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. The District agrees to pay Contractor Twenty Six Thousand Four Hundred Ninety Five Dollars and Zero Cents (\$26,495.00) for the Services as identified in **Exhibit A**. The District shall provide payment upon completion of the Services and within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services. Additionally, for any services not included in the Contract Amount, and only after applying the provisions of Sections 5.b. and 5.d. below, the District agrees to pay Contractor pursuant to Section 5.d. below for such actual services rendered using the pricing specified in **Exhibit A**. All additional work or services, and related compensation, shall be governed by Section 5.b. of this Agreement.

B. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor only after the District's prior approval. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the pricing set forth in **Exhibit A**. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation,

Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.

(3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

(4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all

information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 7. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 9. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 10. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 11. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 12. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 13. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 14. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 15. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 16. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 17. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 18. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the Parties.

SECTION 19. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 20. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

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

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

The Tree Amigos Outdoor Services, Inc.
5000-18 Highway 17 #235
Fleming Island, Florida 32003
Attn: Jim Proctor

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

SECTION 21. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Nassau County, Florida.

SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a

reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 24. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 25. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.091, Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 28. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

[CONTINUED ON FOLLOWING PAGE]

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**THE TREE AMIGOS OUTDOOR SERVICES,
INC.**

By: _____
Its: _____

Exhibit A: Proposals and Location Sketch

Exhibit A



Quotation

Quote #: 203283

Date: 05/22/2024

Billed To: Three Rivers CDD
2300 Glades Road
Suite 410W
Boca Raton FL 33431

Project: 10739
Tributary Commons
2300 Glades Road
Suite 410W
Boca Raton FL 33431

This quote is valid until: 06/21/2024

Description	Common Name	Quantity	Price	Ext Price
Tributary Areas 13-15				
Area 13				
Argentin Bahia	Bahia Grass	8,000.00	0.52	4,160.00
Quercus virginia 2"cal 8-10'ht	Live Oak	6.00	285.00	1,710.00
Mulch - yards	Mulch	2.00	45.00	90.00
Gator Bags Irrigation	Gator Bags	6.00	55.00	330.00
Hand Watering		15.00	150.00	2,250.00
Grade/Prep (Unknown)	Grade	1.00	850.00	850.00
Area 14				
St. Augustine Floratam	St. Augustine Florat	10,000.00	0.78	7,800.00
Grade/Prep (if required sod might be covered in strippings)	Grade	1.00	650.00	650.00
Area 15				
Argentin Bahia	Bahia Grass	5,000.00	0.52	2,600.00
Quercus virginia 2"cal 8-10'ht	Live Oak	4.00	285.00	1,140.00
Mulch - yards	Mulch	1.00	45.00	45.00
Gator Bags Irrigation	Gator Bags	4.00	55.00	220.00
Hand Watering		15.00	150.00	2,250.00
Grade/Prep (Unknown)	Grade	1.00	650.00	650.00
Delivery-Mobi-Equipment Areas 13-15		1.00	1,750.00	1,750.00

Notes

Approved: _____

Date: _____

5000-18 Highway 17 No. 235 Fleming Island, FL 32003 Office: (904) 778-1030 Fax: (904) 778-1045

Email: cryan@treeamigosoutdoor.com
website: www.TreeAmigosOutdoor.com

Page
1



Quotation

Quote #: 203283

Date: 05/22/2024

Billed To: Three Rivers CDD
2300 Glades Road
Suite 410W
Boca Raton FL 33431

Project: 2300 Glades Road
Suite 410W
Boca Raton FL 33431

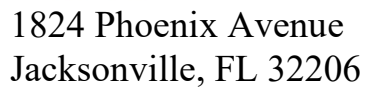
This quote is valid until: 06/21/2024

Description	Common Name	Quantity	Price	Ext Price
Total:				\$26,495.00

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

12



Quote #	51098
Date	5/11/2024

Customer/ Job Information	Service Contact
TRIBUTARY 75741 LILY POND CT YULEE, FL 32097	VAK PAK INC. JOHN WILLIS FIELD SERVICE MANAGER (904)631-7748 jw@vakpak.com

P.O. No.	Rep	Job Name	Terms
	JW	TRIBUTARY PM	Due on receipt

[illegible]

Warranty on parts installed will be 12 months from date of installation and will cover cost of replacement.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2024**

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2024**

	General Fund	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Debt Service Fund Series 2021B	Debt Service Fund Series 2021B SSA	Debt Service Fund Series 2023	Capital Projects Fund Series 2019	Capital Projects Fund Series 2021B	Capital Projects Fund Series 2021B SSA	Capital Projects Fund Series 2023	Total Governmental Funds
ASSETS											
Cash	\$ 422,086	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 422,086
Investments											
Revenue	-	1,151,222	392	3,319	97,491	807,165	-	-	-	-	2,059,589
Reserve	-	888,419	3,325	14,850	285,594	1,039,492	-	-	-	-	2,231,680
Prepayment	-	3,864	18	189,968	-	687,734	-	-	-	-	881,584
Construction	-	-	-	-	-	-	-	7,825	27,658	29,620	65,103
Construction - master	-	-	-	-	-	-	2,045	-	-	-	2,045
Construction - neighborhood	-	-	-	-	-	-	1	-	-	-	1
Cost of issuance	-	-	-	-	-	20,621	-	-	-	-	20,621
Capitalized interest	-	-	-	-	-	3,089	-	-	-	-	3,089
Interest	-	-	-	3,472	-	18,704	-	-	-	-	22,176
General redemption	-	-	-	12	479	-	-	-	-	-	491
Undeposited funds	41,380	22,067	-	-	-	-	-	-	-	-	63,447
Due from Three Rivers Developers	13,430	4,384	-	-	46,796	872	-	33,655	-	1,817,057	1,916,194
Due from Lennar	-	18,225	-	-	-	-	-	-	-	-	18,225
Due from Nassau County	-	-	-	-	-	-	-	-	115,327	-	115,327
Due from other	-	-	-	-	-	-	-	6	450	-	456
Due from debt service fund 2019A-1	-	-	5,509	-	-	-	-	-	-	-	5,509
Due from capital projects fund 2021B	-	-	-	-	-	-	-	-	6,870	-	6,870
Utility deposit	34,017	-	-	-	-	-	-	-	-	-	34,017
Prepaid expense	3,130	-	-	-	-	-	-	-	-	-	3,130
Total assets	<u>\$ 514,043</u>	<u>\$ 2,088,181</u>	<u>\$ 9,244</u>	<u>\$ 211,621</u>	<u>\$ 430,360</u>	<u>\$ 2,577,677</u>	<u>\$ 2,046</u>	<u>\$ 41,486</u>	<u>\$ 150,305</u>	<u>\$ 1,846,677</u>	<u>\$ 7,871,640</u>
LIABILITIES											
Liabilities:											
Due to Developer	246	-	-	-	-	-	-	-	-	-	246
Credit Card	40	-	-	-	-	-	-	-	-	-	40
Due to other	319	-	-	-	-	-	-	-	-	-	319
Due to debt service fund 2019A-1	18,225	-	-	-	-	-	-	-	-	-	18,225
Due to debt service fund 2019A-2	-	5,509	-	-	-	-	-	-	-	-	5,509
Due to capital projects fund 2021BSAA	-	-	-	-	-	-	-	6,870	-	-	6,870
Contracts payable	-	-	-	-	-	-	-	24,169	677,587	479,871	1,181,627
Retainage payable	-	-	-	-	-	-	-	27,249	172,614	396,293	596,156
Accrued taxes payable	245	-	-	-	-	-	-	-	-	-	245
Developer advance	20,000	-	-	-	-	-	-	-	-	-	20,000
Total liabilities	<u>39,075</u>	<u>5,509</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>58,288</u>	<u>850,201</u>	<u>876,164</u>	<u>1,829,237</u>
DEFERRED INFLOWS OF RESOURCES											
Unearned revenue	12,001	-	-	-	-	-	-	-	-	-	12,001
Deferred receipts	13,430	4,384	-	-	46,796	872	-	33,655	115,327	1,817,057	2,031,521
Total deferred inflows of resources	<u>25,431</u>	<u>4,384</u>	<u>-</u>	<u>-</u>	<u>46,796</u>	<u>872</u>	<u>-</u>	<u>33,655</u>	<u>115,327</u>	<u>1,817,057</u>	<u>2,043,522</u>
FUND BALANCES											
Assigned:											
Restricted for											
Debt service	-	2,078,288	9,244	211,621	383,564	2,576,805	-	-	-	-	5,259,522
Capital projects	-	-	-	-	-	-	2,046	(50,457)	(815,223)	(846,544)	(1,710,178)
Unassigned	449,537	-	-	-	-	-	-	-	-	-	449,537
Total fund balances	<u>449,537</u>	<u>2,078,288</u>	<u>9,244</u>	<u>211,621</u>	<u>383,564</u>	<u>2,576,805</u>	<u>2,046</u>	<u>(50,457)</u>	<u>(815,223)</u>	<u>(846,544)</u>	<u>3,998,881</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 514,043</u>	<u>\$ 2,088,181</u>	<u>\$ 9,244</u>	<u>\$ 211,621</u>	<u>\$ 430,360</u>	<u>\$ 2,577,677</u>	<u>\$ 2,046</u>	<u>\$ 41,486</u>	<u>\$ 150,305</u>	<u>\$ 1,846,677</u>	<u>\$ 7,871,640</u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 3,871	\$ 632,554	\$ 644,345	98%
Assessment levy: off-roll	23,145	114,297	206,878	55%
Developer contribution	-	152,549	251,433	61%
Lot closing	-	64,006	-	N/A
Interest and miscellaneous	450	5,455	-	N/A
Total revenues	<u>27,466</u>	<u>968,861</u>	<u>1,102,656</u>	88%
EXPENDITURES				
Professional & administrative				
Supervisor fees	1,722	3,400	9,000	38%
FICA	-	260	918	28%
Engineering	8,856	11,308	8,500	133%
Attorney	2,669	5,727	25,000	23%
Arbitrage	-	-	500	0%
DSF accounting: series 2019	-	-	7,500	0%
DSF accounting: series 2021	1,250	7,500	7,500	100%
DSF accounting: series 2022	-	-	7,500	0%
DSF accounting: series 2023	625	3,750	7,500	50%
Dissemination agent: series 2019	83	500	1,000	50%
Dissemination agent: series 2021-B1	83	500	1,000	50%
Dissemination agent: series 2021-B2	83	500	1,000	50%
Dissemination agent: series 2022	-	-	1,000	0%
Dissemination agent: series 2023	83	500	1,000	50%
Trustee: series 2019	-	4,256	4,300	99%
Trustee: series 2021-B1	-	-	4,000	0%
Trustee: series 2021-B2	-	-	4,000	0%
Trustee: series 2022	-	-	4,000	0%
Trustee: series 2023	-	-	4,000	0%
Audit	-	-	7,500	0%
Management	3,750	22,500	45,000	50%
Website	-	-	705	0%
ADA compliance	-	-	210	0%
Telephone	42	250	500	50%
Postage	90	331	500	66%
Insurance	-	6,197	6,000	103%
Printing & binding	42	250	500	50%
Legal advertising	798	2,401	1,500	160%
Other current charges	17,598	17,885	500	3577%
Dues, licenses & subscriptions	-	175	175	100%
Tax collector	68	26,843	13,424	200%
Total professional & administrative	<u>37,842</u>	<u>115,033</u>	<u>175,732</u>	65%

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
Operations & maintenance				
Landscape maintenance	18,833	88,469	250,000	35%
Landscape contingency	-	1,011	25,000	4%
Lifestyle director	-	-	70,000	0%
Electric	4,891	23,477	5,000	470%
Reclaimed water	1,191	8,014	40,000	20%
Lake/stormwater maintenance	1,330	7,980	17,000	47%
Irrigation repairs	-	1,783	11,000	16%
Waste pickup	-	-	1,440	0%
Accounting	625	3,750	7,500	50%
Total operations & maintenance	<u>26,870</u>	<u>134,484</u>	<u>426,940</u>	31%
Amenity center				
Utilities				
Telephone & cable	-	2,286	9,566	24%
Electric	2,540	13,584	55,000	25%
Potable water	-	-	3,000	0%
Reclaimed water	-	-	15,666	0%
Gas	89	430	1,750	25%
Trash removal	205	1,190	2,916	41%
Security				
Alarm monitoring	-	-	400	0%
Monitoring	138	3,744	14,466	26%
Access cards	-	-	1,166	0%
Management contracts				
Landscape mainenance	-	23,897	55,000	43%
Landscape contingency	-	-	5,500	0%
Pool maintenance	2,350	14,100	28,200	50%
Pool repairs	-	-	5,834	0%
Pool chemicals	-	-	14,000	0%
Janitorial services	2,520	16,597	30,240	55%
Janatorial supplies	497	2,671	12,000	22%
Facility maintenance	-	1,600	-	N/A
Fitness equipment lease	3,130	15,649	38,300	41%
Technology help desk	-	-	4,100	0%
HVAC maintenance	-	-	2,000	0%
Pest control	140	420	2,520	17%
Pool permits	-	-	1,166	0%
Repairs & maintenance	12,022	18,059	20,000	90%
New capital projects	12,290	12,290	10,000	123%
Special events	12,690	100,506	80,000	126%
Holiday decorations	-	10,190	12,666	80%
Fitness center repairs/supplies	-	375	3,500	11%
Office supplies	2,338	11,127	3,600	309%
Operating supplies	-	584	10,850	5%
ASCAP/BMI licences	-	-	1,984	0%
Insurance: property	-	59,821	40,000	150%
Uncoded expense	(26,870)	-	-	N/A
Total amenity center	<u>24,079</u>	<u>309,120</u>	<u>485,390</u>	64%
Total expenditures	<u>88,791</u>	<u>558,637</u>	<u>1,088,062</u>	51%
Excess/(deficiency) of revenues over/(under) expenditures	(61,325)	410,224	14,594	
Fund balances - beginning	510,862	39,313	14,594	
Fund balances - ending	<u>\$ 449,537</u>	<u>\$ 449,537</u>	<u>\$ 29,188</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ 4,612	\$ 753,713	\$ 767,679	98%
Assessment levy: off-roll	18,225	54,675	153,856	36%
Assessment prepayments	-	193,229	-	N/A
Lot closing	-	20,857	-	N/A
Interest	7,996	44,831	5,000	897%
Total revenues	<u>30,833</u>	<u>1,067,305</u>	<u>926,535</u>	115%
EXPENDITURES				
Debt service				
Principal	-	465,000	285,000	163%
Interest 11/1	-	320,434	329,684	97%
Interest 5/1	-	-	329,684	0%
Total debt service	<u>-</u>	<u>785,434</u>	<u>944,368</u>	83%
Other fees & charges				
Tax collector	82	15,064	15,993	94%
Total other fees and charges	<u>82</u>	<u>15,064</u>	<u>15,993</u>	94%
Total expenditures	<u>82</u>	<u>800,498</u>	<u>960,361</u>	83%
Excess/(deficiency) of revenues over/(under) expenditures	30,751	266,807	(33,826)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(2,366)	-	N/A
Total other financing sources	<u>-</u>	<u>(2,366)</u>	<u>-</u>	N/A
Net change in fund balances	30,751	264,441	(33,826)	
Fund balances - beginning	2,047,537	1,813,847	1,545,936	
Fund balances - ending	<u>\$ 2,078,288</u>	<u>\$ 2,078,288</u>	<u>\$ 1,512,110</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 MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 3,326	0%
Assessment prepayments	-	3,990	-	N/A
Lot closing	-	47	-	N/A
Interest	13	145	-	N/A
Total revenues	13	4,182	3,326	126%
EXPENDITURES				
Debt service				
Principal	-	5,000	-	N/A
Interest 11/1	-	1,722	1,663	104%
Interest 5/1	-	-	1,663	0%
Total debt service	-	6,722	3,326	202%
Excess/(deficiency) of revenues over/(under) expenditures	13	(2,540)	-	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	2,366	-	N/A
Total other financing sources	-	2,366	-	N/A
Net change in fund balances	13	(174)	-	
Fund balances - beginning	9,231	9,418	11,223	
Fund balances - ending	\$ 9,244	\$ 9,244	\$ 11,223	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Interest	\$ 823	\$ 5,158	-	N/A
Total revenues	<u>823</u>	<u>5,158</u>	<u>-</u>	N/A
EXPENDITURES				
Total debt service	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Excess/(deficiency) of revenues over/(under) expenditures	823	5,158	-	
Fund balances - beginning	210,798	206,463	-	
Fund balances - ending	<u>\$ 211,621</u>	<u>\$ 211,621</u>	<u>\$ -</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021B SSA BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 462,500	0%
Interest	1,492	8,511	-	N/A
Total revenues	<u>1,492</u>	<u>8,511</u>	<u>462,500</u>	2%
EXPENDITURES				
Debt service				
Interest	-	142,797	462,500	31%
Total debt service	<u>-</u>	<u>142,797</u>	<u>462,500</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	1,492	(134,286)	-	
Fund balances - beginning	382,072	517,850	702,824	
Fund balances - ending	<u>\$ 383,564</u>	<u>\$ 383,564</u>	<u>\$ 702,824</u>	

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Assessment levy: off-roll	\$ -	\$ 687,100
Assessment prepayments	-	1,799,217
Lot closing	-	110,728
Interest	9,137	54,282
Total revenues	<u>9,137</u>	<u>2,651,327</u>
EXPENDITURES		
Debt service		
Interest	-	239,428
Principal	-	1,125,000
Total debt service	<u>-</u>	<u>1,364,428</u>
Excess/(deficiency) of revenues over/(under) expenditures	9,137	1,286,899
Fund balances - beginning	<u>2,567,668</u>	<u>1,289,906</u>
Fund balances - ending	<u><u>\$ 2,576,805</u></u>	<u><u>\$ 2,576,805</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 MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 8	\$ 106
Total revenues	<u>8</u>	<u>106</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	8	106
Fund balances - beginning	2,038	1,940
Fund balances - ending	<u><u>\$ 2,046</u></u>	<u><u>\$ 2,046</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 99,481
Interest	58	290
Total revenues	<u>58</u>	<u>99,771</u>
EXPENDITURES		
Capital outlay	<u>18,119</u>	<u>123,471</u>
Total expenditures	<u>18,119</u>	<u>123,471</u>
Excess/(deficiency) of revenues over/(under) expenditures	(18,061)	(23,700)
Fund balances - beginning	(32,396)	(26,757)
Fund balances - ending	<u><u>\$ (50,457)</u></u>	<u><u>\$ (50,457)</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021B SSA BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 1,108,633
Interest	1,038	6,689
Total revenues	<u>1,038</u>	<u>1,115,322</u>
EXPENDITURES		
Capital outlay	<u>713,249</u>	<u>1,555,303</u>
Total expenditures	<u>713,249</u>	<u>1,555,303</u>
Excess/(deficiency) of revenues over/(under) expenditures	(712,211)	(439,981)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>206,150</u>
Total other financing sources/(uses)	<u>-</u>	<u>206,150</u>
Net change in fund balances	(712,211)	(233,831)
Fund balances - beginning	<u>(103,012)</u>	<u>(581,392)</u>
Fund balances - ending	<u><u>\$ (815,223)</u></u>	<u><u>\$ (815,223)</u></u>

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 BONDS
FOR THE PERIOD ENDED MARCH 31, 2024**

	Current Month	Year To Date
REVENUES		
Bondholder contribution	\$ -	\$ 3,306,399
Interest	120	10,810
Total revenues	<u>120</u>	<u>3,317,209</u>
EXPENDITURES		
Capital outlay	<u>164,755</u>	<u>2,934,153</u>
Total expenditures	<u>164,755</u>	<u>2,934,153</u>
Excess/(deficiency) of revenues over/(under) expenditures	(164,635)	383,056
OTHER FINANCING SOURCES/(USES)		
Transfer out	<u>-</u>	<u>(206,150)</u>
Total other financing sources/(uses)	<u>-</u>	<u>(206,150)</u>
Net change in fund balances	(164,635)	176,906
Fund balances - beginning	<u>(681,909)</u>	<u>(1,023,450)</u>
Fund balances - ending	<u><u>\$ (846,544)</u></u>	<u><u>\$ (846,544)</u></u>

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

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

The Board of Supervisors of the Three Rivers Community Development District held a Public Hearing and Regular Meeting on April 18, 2024 at 3:00 p.m., at the Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

Present were:

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

Also present:

Ernesto Torres	District Manager
Wes Haber (via telephone)	District Counsel
Scott Wild (via telephone)	District Engineer
Bill Shaffer (via telephone)	Dominion Engineering Group
Michael Molineaux	Castle Group
Sharelle Boyer	OnPlace LLC, Lifestyle Director
Samantha Keim	OnPlace LLC
Megan Maldonado	GreenPointe Developers

Residents present:

Adriana James	Caitlin Davis	Ken Anderson	Sue Anderson
Nancy Millsan	Kathy Szabo	Linda Spitzer	Mickey Davis-Porter
Marge Garny	H. Sheetz	Janet Parrish	Nancy Rachels-Arona
Debra Maceri	Rimaldi	Thomas Lane	Regina Mahony-Goodman
Gwen Bruce	Pat Guidry	Rebecca Miller	Georgiana Koziana
Tracy Evans	Todd Miller	Jordan Zumora	Regina Goodman
Mary Coulter	Jorge Ruiz	Lisa Morales	Michael Maples
Dena Howard	Jacky Fisher	Lisa Gochenour	Ken Gochenour
Christie Moser	Tom Moser	Steven Shagle	Maureen Shagle
Carol Sauls	Don Sauls	Paul Grimm	Kathleen Grimm
Reggie Guidry			

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:05 p.m.

Supervisors Taylor, Cornelison and Odom were present. Supervisors Kern and Bock attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Torres explained the protocols for public comments and provided an overview of the agenda items.

A Board Member asked for the Sixth Order of Business to be deferred to the next meeting.

Resident Adriana James asked about the public hearing and questioned why the Amenity Rules are being changed. Mr. Torres stated that the public hearing is to address the rates and has nothing to do with the Rules.

THIRD ORDER OF BUSINESS

Consent Agenda

Mr. Torres presented the following:

A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023 (support documentation available upon request)

I. Number 50: Ring Power Corporation [\$147,796.25]

II. Number 51: England-Thims & Miller, Inc. [\$8,181.50]

III. Number 52: Vallencourt Construction Co., Inc. [\$125,859.45]

B. Consideration/Ratification of Requisition(s): Series 2021B (support documentation available upon request)

I. Number 176: Dominion Engineering Group, Inc. [\$11,500.00]

C. Ratification Item(s)

On MOTION by Mr. Taylor and seconded by Mr. Cornelison, with all in favor, the Consent Agenda items, as listed and presented, were accepted, approved and ratified, accordingly.

FOURTH ORDER OF BUSINESS

Discussion: Fiscal Year 2025 Draft Proposed Budget

Mr. Torres stated the Fiscal Year 2024 Adopted budget is included on the agenda as a placeholder for Staff to be made aware of any items, services and/or changes in vendors that are anticipated. Once he receives the necessary data and information, he will draft the proposed Fiscal Year 2025 budget and it will be presented.

FIFTH ORDER OF BUSINESS**Public Hearing to Hear Public Comments
and Objections to the Adoption of the
Amenity Policies and Rates and Suspension
and Termination of Privileges Rule****A. Affidavits of Publication**

These items were included for informational purposes.

**B. Consideration of Resolution 2024-07, Adopting Revised Amenity Policies and Rates
Including Revised Suspension and Termination Policies; Providing a Severability
Clause; and Providing an Effective Date**

Mr. Torres presented Resolution 2024-07 and reviewed the Amenity Rates. There are currently no non-residents participating in the annual user fee program. The change that will be discussed and open to public comment is related to implementing a \$100 per hour rental fee for rental of the amenity rental space during the hours of 8:00 p.m. to 10:00 p.m., which are outside of the regular hours of operation.

In response to a Board Member's question, Mr. Haber stated the Board will consider the rates and the Suspension and Termination of Access Rule, which are the two aspects of the Policy. Once adopted, this information will be included in the Policy; those are the only portions of the Policy that need to be adopted at a public hearing with a published notice. The CDD has a long set of Policies that provides a lot more detail regarding the day-to-day operation of the amenity facilities and Board that do not require publishing a public notice and holding a public hearing. The Board has the right to amend those other Policies at any public meeting except the portion of the Policies dealing with rates and suspension and termination rules. Asked about the changes in suspension and termination, Mr. Haber stated the Suspension and Termination of Access Rule provisions are fairly similar to what the CDD had in the past. His office revised the document based on its experience with CDDs and the application of the Rules to enhance them to address a few items raised in the legal challenges to the Policy and language was added

to provide more specificity for property damage reimbursement, which was not provided in the prior Policy, and more specificity was added with respect to how the Board will conduct a hearing in the event that one becomes necessary for a termination or suspension. Overall, the goal of the Policy remains the same; these types of updates were done for many of the CDDs that Staff represents in an attempt to better both the process that the Boards were following and to deal with any opposition that the CDD receives upon implementation.

On MOTION by Mr. Taylor and seconded by Mr. Odom, with all in favor, the Public Hearing was opened.

Mr. Taylor recommended hearing comments regarding the rates first and, subsequently, the suspension and termination of access.

Ms. James objected to the change and stated she does not think doubling the price for the two hours of after-hours time is justified. In her opinion, if the amenity is rented for an event from 6:00 p.m. to 10:00 p.m., and staff is on duty, she does not understand why residents must pay an increased price for the two hours of after-hours time.

A resident asked who makes the decision to terminate a resident's access and decision about the \$500 reinstatement fee. She voiced her opinion that the language seems very vague.

Mr. Haber referred to Paragraph 7 of the Suspension and Termination document and stated, because the Board only meets once per month, it gives authority to the District Manager, General Manager, Amenity Manager or their designee to, at any time, restrict or suspend for cause or causes including but not limited to a violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least 21 days after the date of initial suspension. Essentially, those identified positions or their designee have the authority to temporarily suspend access, for a period not to exceed 21 days, to the next board meeting, wherein the Board will review the occurrence and determine if a longer suspension is appropriate. Prior to the occurrence being on any agenda and in connection with any suspension that is put in place by one of those individuals, a letter will be sent to the resident that is subject to the suspension, with the date, time and location of the CDD meeting at which the determination will be made by the Board; it will provide that the Board may and has the authority to extend the duration of the suspension

for an amount of time greater than the 21-day period that was determined by one of the individuals named in Paragraph 7, to the extent that one of the individuals identified in Paragraph 7 chose the suspension timeframe that is less than 21 days, and it expires prior to the next CDD meeting, that there will not be an opportunity for the Board to review it. That is the authority that has been delegated to those individuals by virtue of the Board's adoption of this Rule.

A Board Member stated the \$500 reimbursement fee is not an automatic charge. Mr. Haber explained that that language was included in large part because of the instances where a letter is sent to the suspended resident and that person hires an attorney and the CDD then incurs administrative/legal costs in preparation for a hearing. In this instance, the Board has the ability, in its discretion, to require reimbursement in an amount up to \$500 to offset those administrative/legal expenses.

Resident Lisa Morales asked about an escalation point if there is an allegation; a written or verbal warning. Referencing Paragraph 7, Mr. Haber stated CDD representatives have the discretion to immediately suspend if a resident's behavior is so severe that it is deemed necessary, without an escalation point, but it does not mean that an escalation cannot be employed by a verbal reprimand from Staff, if something less egregious occurs. The CDD used to issue warnings but found that certain violations were so severe that an immediate suspension, until the Board could address it, was absolutely necessary and the ability for CDD representatives to do that was hampered because escalation steps were provided that then became challengeable in the event of a violent or egregious altercation with staff or another resident.

Resident Jordan Zumora asked if a homeowner is relieved from paying their operation and maintenance (O&M) assessment if their usages rights are terminated. Mr. Haber replied no.

Resident Michael Maples asked who protects the residents' rights in the event of an altercation between neighbors on CDD property. Mr. Torres stated the Board would hear both sides at a CDD meeting.

Resident Wendy Listner voiced her concern about damage to the amenities and opined that there needs to be a document in place to make sure that the individuals who are damaging

CDD property are paying for it and CDD representatives should have the authority to terminate or suspend privileges, as the CDD's assets must be protected.

Resident Janet Parrish echoed Ms. Listner's remarks and stated it is about not getting assessed extra fees. She believes the same individuals are damaging property and causing problems.

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, the Public Hearing was closed.

On MOTION by Mr. Taylor and seconded by Mr. Cornelison, with all in favor, Resolution 2024-07, Adopting Revised Amenity Policies and Rates Including Revised Suspension and Termination Policies; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Amendments to Amenity Policies

This item was tabled.

SEVENTH ORDER OF BUSINESS

Ratification of Elite Amenities NE Florida, LLC Agreement for Amenity Staffing Services

Mr. Torres presented the Elite Amenities NE Florida, LLC Agreement for Amenity Staffing Services.

Ms. Maldonado stated the Agreement allows for OnPlace to engage Elite Amenities to help with lifestyle events, as a backup, in the event that OnPlace staff is unavailable. Asked if an example would be that Elite Amenities would fill in to oversee an event between the hours of 8:00 p.m. to 10:00 p.m., Ms. Keim replied affirmatively.

On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor, the Elite Amenities NE Florida, LLC Agreement for Amenity Staffing Services, was ratified.

EIGHTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of February 29, 2024**

**On MOTION by Mr. Taylor and seconded by Mr. Cornelison, with all in favor,
the Unaudited Financial Statements as of February 29, 2024, were accepted.**

NINTH ORDER OF BUSINESS

**Approval of March 21, 2024 Regular
Meeting Minutes**

**On MOTION by Mr. Cornelison and seconded by Mr. Odom, with all in favor,
the March 21, 2024 Regular Meeting Minutes, as presented, were approved.**

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP**B. District Engineers: Dominion Engineering Group, Inc.**

There were no reports from District Counsel or the District Engineer.

C. Property Manager: Castle Group

There was no report.

D. Lifestyle Director: OnPlace, LLC

Ms. Boyer reported the following:

➤ The Lifestyle app launched and is downloadable; Staff will be happy to help residents download it.

➤ The Easter event was a success and the Cinco de Mayo party and Mother's Day events are upcoming.

➤ The newsletter will be emailed tomorrow; residents who do not receive it are urged to email OnPlace so they can send a link to the newsletter.

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

- **NEXT MEETING DATE: May 16, 2024 at 3:00 PM at Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the May 16, 2024 meeting.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Mr. Taylor stated that the Board must consider a new proposal and/or an amendment to the current janitorial agreement.

Ms. Maldonado stated, due to increased usage of the facilities, the current janitorial agreement, for service three days per week, is not enough. A proposal for janitorial services five days per week was obtained. The current provider, More Cleaning, presented a proposal and there are four additional proposals to consider.

Discussion ensued regarding the scope of work, pricing, contract terms and which proposal to accept.

Asked for a recommendation, Ms. Maldonado stated she is familiar with Keen on Clean and City-Wide and they are both well-qualified.

On MOTION by Mr. Taylor and seconded by Mr. Odom, with all in favor, the City-Wide proposal for Janitorial Services and delegating authority to Mr. Cornelison and Staff to finalize the Agreement, was approved.

Mr. Cornelison provided the following update:

- The CDD is expanding the amenity center to include a parking lot for future events.
- There is no current plan to connect the opening of the park into Lakeview. The Board is aware of the free access straight into the Lakeview community and is formulating a plan for an event space to hold more events.

TWELFTH ORDER OF BUSINESS

Public Comments

The Board and Staff responded to resident questions, as follows:

- Regarding the status of the Avid Trail, the program is still in the permitting phase. Mr. Taylor stated Avid Trail is important to the community but several issues have delayed permitting over the past 18 months. All the agencies are inundated with work and the development team has been working diligently with its consultants to hasten the permitting process. Once the permits for the project are received, a commencement date will be announced.

279 ➤ Regarding why residents must be charged \$500 to rent the pavilion and why the
280 discussion about the rate change was tabled, Mr. Taylor stated there is a redline version of the
281 Amendments to Amenity Policies for the Board to consider.

282 ➤ Regarding implementation of resident IDs, Mr. Taylor stated there is no update.
283 However, Ms. Maldonado was recently hired by the Developer to help coordinate some of the
284 questions being posed; this topic will be included as a discussion item on the next agenda.

285 Discussion ensued regarding the Welcome Center and the current security system.

286 ➤ Regarding County approval plans for the Villa, Mr. Kern stated the Villa is a term defined
287 in the CDD's PUD zoning. Mr. Taylor stated the PUD is a plan of the development and a mixed-
288 use zoning for product types and a villa product type is a single-family home that is one level
289 with a shared wall.

290 ➤ Asked for an update on the basketball courts, Mr. Taylor stated there is currently no
291 basketball court planned in the near term. The land around the Amenity Center cannot
292 accommodate it. There was discussion about converting the pickleball court to a basketball
293 court but it was determined that pickleball is the most appropriate use for the community.

294 ➤ Asked if tennis courts will be constructed, Mr. Taylor stated there are no immediate
295 plans for tennis courts. If there is a demand for tennis courts, through resident surveys and
296 interaction, the Board will consider tennis courts.

297 ➤ Asked if Lennar can landscape an area near a pathway, Mr. Taylor stated that the Board
298 has been in talks with Lennar about landscaping the area in question as well as clearing an
299 additional area for a future parking lot; hopefully both areas will be cleared simultaneously.

300 Discussion ensued regarding resident IDs, pool monitors to restrict access to non-
301 residents, non-residents having access, the change in meeting location, the dog park, street
302 signs, HOA meetings, pavilion reservations and the Fiscal Year 2025 budget adoption process.

303

304 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

305

306

307 **On MOTION by Mr. Taylor and seconded by Mr. Cornelison, with all in favor,**
308 **the meeting adjourned at 4:25 p.m.**

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310

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312

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314 _____
Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

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

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

²*Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126)
76346 William Burgess Boulevard, Yulee, Florida 32097*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023	Regular Meeting	3:00 PM
November 16, 2023	Regular Meeting	3:00 PM
December 21, 2023 CANCELED	Regular Meeting	3:00 PM
January 18, 2024 CANCELED	Regular Meeting	3:00 PM
January 18, 2024	CDD 101 Presentation (THIS IS NOT A BOARD MEETING)	3:00 PM
February 15, 2024 CANCELED	Regular Meeting	3:00 PM
February 28, 2024 ¹	Regular Meeting	3:00 PM
March 21, 2024	Regular Meeting	3:00 PM
April 18, 2024	Regular Meeting	3:00 PM
May 16, 2024 ¹ CANCELED	Regular Meeting	3:00 PM
May 30, 2024 ²	Regular Meeting	2:00 PM
June 20, 2024	Regular Meeting	3:00 PM
July 18, 2024	Regular Meeting	3:00 PM
August 15, 2024	Regular Meeting	3:00 PM
September 19, 2024	Regular Meeting	3:00 PM