

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

June 27, 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

June 20, 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 June 27, 2024 at 2:00 p.m., at the Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034. 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 55: Vallencourt Construction Co., Inc. [\$250,455.17]
 - II. Number 56: Vallencourt Construction Co., Inc. [\$254,421.09]
 - III. Number 57: England-Thims & Miller, Inc. [\$8,627.50]
 - IV. Number 58: Onsite Industries, LLC [\$1,287.00]
 - V. Number 59: Vallencourt Construction Co., Inc. [\$20,295.23]
 - VI. Number 60: Vallencourt Construction Co., Inc. [\$128,191.05]
 - VII. Number 61: England-Thims & Miller, Inc. [\$3,827.00]
 - VIII. Number 62: Onsite Industries, LLC [\$4,407.35]
 - B. Consideration/Ratification of Requisition(s): Series 2021B *(support documentation available upon request)*
 - I. Number 177: Dominion Engineering Group, Inc. [\$11,535.51]
 - II. Number 179: Dominion Engineering Group, Inc. [\$12,440.00]
 - C. Ratification Item(s)
 - I. Coastal Luxury Outdoors, LLC Agreement for Pool Maintenance Services

II. Play Tennis Academy, LLC Agreement Regarding the Provision of Facility Monitor Services

4. Discussion: Meeting Location for October - December 2024

5. Acceptance of Unaudited Financial Statements as of May 31, 2024

6. Approval of May 30, 2024 Regular Meeting Minutes

7. Staff Reports

A. District Counsel: *Kutak Rock LLP*

- Update: Nassau County Sheriff's Office Agreement for Traffic Enforcement on CDD Roads

B. District Engineers: *Dominion Engineering Group, Inc. and ETM*

C. Property Manager: *Castle Group*

D. Lifestyle Director: *OnPlace, LLC*

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

- NEXT MEETING DATE: July 18, 2024 at 3:00 PM

○ QUORUM CHECK

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

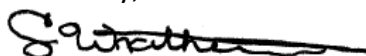
8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

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

Sincerely,



Craig Wrathell
District Manager

FOR BOARD AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 782 134 6157

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

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**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **55**
- (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: **\$250,455.17**
- (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. 19 (April 2024)**
> **Tributary, Unit 10 - (Unit 1 Overlay) Application for Payment No. 4 (March 2024)**
> **Tributary, Unit 10 (Unit 1 Overlay) Application for Payment No. 5 (April 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: 04/01/2024

Period To: 04/30/2024

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

VCC Project #: 202269
Project #: TRIBUTARY UNIT 10
Subcontract #: 2022-69
Application #: 19

Attn.: SCOTT WILD

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

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,198,937.51
REVISED CONTRACT AMOUNT.....	\$	8,596,069.93
PERCENTAGE COMPLETE.....	98.44%	
WORK COMPLETE TO DATE.....	\$	8,462,176.80
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	8,462,176.80
LESS RETAINAGE.....	\$	423,109.06
TOTAL EARNED LESS RETAINAGE.....	\$	8,039,067.74
LESS PREVIOUS BILLINGS.....	\$	7,825,959.43
CURRENT DUE.....	\$	213,108.31

Account Summary:	Sales This Period	Sales To Date
Gross:	224,324.58	8,462,176.80
Retainage:	11,216.27	423,109.06
Net:	213,108.31	8,039,067.74



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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

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

PROJECT: TRIBUTARY UNIT 10

APPLICATION NO: 19

Distribution to:

[x] OWNER

PERIOD TO: 04/30/2024

[x] ENGINEER

[] CONTRACTOR

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

CONTRACTOR'S

PROJECT NO: 2022-69

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$234,769.35	\$-1,438,863.94
Approved this Month			
Number	Date Approved		
1100	04/01/2024	1,500.00	
1300	04/01/2024	320.42	
1900	04/17/2024	671.34	
2000	04/01/2024	2,665.32	
TOTALS		\$5,157.08	\$0.00
Net change by Change Orders		\$-1,198,937.51	

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

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis Jr, Senior Project Manager

By: Tim Gaddis Jr Date: 05/02/2024

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

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

1. ORIGINAL CONTRACT SUM.....	\$ 9,795,007.44
2. Net change by Change Orders.....	\$ -1,198,937.51
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 8,596,069.93
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 8,462,176.80
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 423,109.06
(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).....	\$ 423,109.06
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 8,039,067.74
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 7,825,959.43
8. CURRENT PAYMENT DUE.....	\$ 213,108.31
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 557,002.19
(Line 3 less Line 6)	

AMOUNT CERTIFIED..... \$ 213,108.31

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

ENGINEER:

By: Scott A. Wild Date: May 3, 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.

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 10****Yulee, FL**

APPLICATION NUMBER:

19

APPLICATION DATE:

05/02/2024

PERIOD TO:

04/30/2024

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					
	MOBILIZATION & GENERAL CONDITIO	\$276,007.57	\$269,937.03	\$3,035.27	\$0.00	\$272,972.30	98.90%	\$3,035.27	\$13,648.60
100	General Conditions	\$151,763.53	\$145,692.99	\$3,035.27	\$0.00	\$148,728.26	98.00%	\$3,035.27	\$7,436.39
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	\$40,619.92	\$0.00	\$0.00	\$40,619.92	100.00%	\$0.00	\$2,031.03
300	NPDES Permit Compliance	\$9,987.36	\$9,987.36	\$0.00	\$0.00	\$9,987.36	100.00%	\$0.00	\$499.37
303	Maintain Silt Fence	\$14,987.60	\$14,987.60	\$0.00	\$0.00	\$14,987.60	100.00%	\$0.00	\$749.41
304	NPDES Reporting	\$15,644.96	\$15,644.96	\$0.00	\$0.00	\$15,644.96	100.00%	\$0.00	\$782.25
	SURVEY & AS-BUILTS	\$62,369.53	\$55,040.05	\$2,931.77	\$0.00	\$57,971.82	92.95%	\$4,397.71	\$2,898.58
400	Surveying	\$33,051.88	\$33,051.85	\$0.00	\$0.00	\$33,051.85	100.00%	\$0.03	\$1,652.64
500	As Builts	\$29,317.65	\$21,988.20	\$2,931.77	\$0.00	\$24,919.97	85.00%	\$4,397.68	\$1,245.94
	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	\$7,466.93	\$0.00	\$0.00	\$7,466.93	100.00%	\$0.00	\$373.33
700	Maintenance Of Traffic	\$7,466.93	\$7,466.93	\$0.00	\$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	\$1,768,290.32	\$7,404.93	\$0.00	\$1,775,695.25	99.58%	\$7,478.03	\$88,784.79
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	\$7,404.93	\$0.00	\$12,341.55	62.50%	\$7,404.93	\$617.08
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	\$35,556.79	\$0.00	\$0.00	\$35,556.79	100.00%	\$0.00	\$1,777.83
	GRASSING	\$156,445.85	\$114,676.64	\$37,225.61	\$0.00	\$151,902.25	97.10%	\$4,543.60	\$7,595.12
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

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

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

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

Three Rivers CDD
TRIBUTARY UNIT 10

Yulee, FL

APPLICATION NUMBER: 19

APPLICATION DATE: 05/02/2024

PERIOD TO: 04/30/2024

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					
1206	Seed and Mulch - ROW	\$9,320.05	\$0.00	\$9,320.05	\$0.00	\$9,320.05	100.00%	\$0.00	\$466.00
1202	Seed and Mulch - Misc. Site	\$1,431.00	\$0.00	\$1,431.00	\$0.00	\$1,431.00	100.00%	\$0.00	\$71.55
1207	Seed and Mulch - Lots	\$52,949.12	\$26,474.56	\$26,474.56	\$0.00	\$52,949.12	100.00%	\$0.00	\$2,647.46
	SUBSOIL STABILIZATION	\$252,182.50	\$248,566.95	\$3,615.55	\$0.00	\$252,182.50	100.00%	\$0.00	\$12,609.14
1302	Subgrade for Sidewalk	\$3,615.55	\$0.00	\$3,615.55	\$0.00	\$3,615.55	100.00%	\$0.00	\$180.78
1304	Subsoil Stabilization	\$248,566.95	\$248,566.95	\$0.00	\$0.00	\$248,566.95	100.00%	\$0.00	\$12,428.36
	BASE	\$428,639.70	\$411,283.13	\$17,356.50	\$0.00	\$428,639.63	100.00%	\$0.07	\$21,432.00
1406	4" Base (MUP)	\$17,356.50	\$0.00	\$17,356.50	\$0.00	\$17,356.50	100.00%	\$0.00	\$867.83
1407	6" Base (LD Pavement)	\$170,441.10	\$170,441.03	\$0.00	\$0.00	\$170,441.03	100.00%	\$0.07	\$8,522.05
1408	8" Base (HD Pavement)	\$240,842.10	\$240,842.10	\$0.00	\$0.00	\$240,842.10	100.00%	\$0.00	\$12,042.12
	ASPHALT	\$173,815.20	\$110,131.20	\$63,684.00	\$0.00	\$173,815.20	100.00%	\$0.00	\$8,690.77
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$154,059.75	\$103,334.40	\$50,725.35	\$0.00	\$154,059.75	100.00%	\$0.00	\$7,702.99
1503	1" Asphalt Pavement SP 9.5 (MUP)	\$9,108.90	\$0.00	\$9,108.90	\$0.00	\$9,108.90	100.00%	\$0.00	\$455.45
1517	Prime Limerock	\$10,646.55	\$6,796.80	\$3,849.75	\$0.00	\$10,646.55	100.00%	\$0.00	\$532.33
	STRIPING & SIGNAGE	\$19,624.97	\$0.00	\$19,624.97	\$0.00	\$19,624.97	100.00%	\$0.00	\$981.25
1700	Striping & Signs	\$19,624.97	\$0.00	\$19,624.97	\$0.00	\$19,624.97	100.00%	\$0.00	\$981.25
	CONCRETE	\$217,494.80	\$166,347.00	\$51,147.80	\$0.00	\$217,494.80	100.00%	\$0.00	\$10,874.75
1800	Curb & Gutter (All types)	\$166,347.00	\$166,347.00	\$0.00	\$0.00	\$166,347.00	100.00%	\$0.00	\$8,317.35
2000	Sidewalks	\$37,625.10	\$0.00	\$37,625.10	\$0.00	\$37,625.10	100.00%	\$0.00	\$1,881.26
2005	A.D.A. Handicap Ramps	\$13,522.70	\$0.00	\$13,522.70	\$0.00	\$13,522.70	100.00%	\$0.00	\$676.14
	HARDSCAPE	\$278,177.70	\$278,177.70	\$0.00	\$0.00	\$278,177.70	100.00%	\$0.00	\$13,908.89
2103	Keystone Retaining Wall	\$208,518.10	\$208,518.10	\$0.00	\$0.00	\$208,518.10	100.00%	\$0.00	\$10,425.91
2103	Keystone Wall For 60" Pipe Crossing	\$45,486.00	\$45,486.00	\$0.00	\$0.00	\$45,486.00	100.00%	\$0.00	\$2,274.30
2106	Handrail for Retaining Walls	\$24,173.60	\$24,173.60	\$0.00	\$0.00	\$24,173.60	100.00%	\$0.00	\$1,208.68
	STORM DRAINAGE	\$1,065,594.50	\$1,064,416.31	\$589.10	\$0.00	\$1,065,005.41	99.95%	\$589.09	\$53,250.31
3003	Dewater Storm Drain	\$52,317.10	\$52,317.10	\$0.00	\$0.00	\$52,317.10	100.00%	\$0.00	\$2,615.87
3000	Storm Drainage Installed (All pipe/structure)	\$775,164.04	\$775,164.04	\$0.00	\$0.00	\$775,164.04	100.00%	\$0.00	\$38,758.21
3140.06	60" Pipe Crossing (In Lieu Of Box Culvert)	\$210,600.00	\$210,600.00	\$0.00	\$0.00	\$210,600.00	100.00%	\$0.00	\$10,530.00
3280	TV Storm Drain	\$18,087.84	\$18,087.84	\$0.00	\$0.00	\$18,087.84	100.00%	\$0.00	\$904.40
3279	Punch Out Storm Drain	\$9,425.52	\$8,247.33	\$589.10	\$0.00	\$8,836.43	93.75%	\$589.09	\$441.83
	GRAVITY SEWER	\$907,018.51	\$905,069.68	\$974.42	\$0.00	\$906,044.10	99.89%	\$974.41	\$45,302.19
4003	Dewater Gravity Sewer	\$105,950.46	\$105,950.46	\$0.00	\$0.00	\$105,950.46	100.00%	\$0.00	\$5,297.52
4000	Gravity Sewer Installed (All sizes/depths)	\$623,720.04	\$623,720.04	\$0.00	\$0.00	\$623,720.04	100.00%	\$0.00	\$31,186.00
4145	Sewer Services	\$131,831.28	\$131,831.28	\$0.00	\$0.00	\$131,831.28	100.00%	\$0.00	\$6,591.56
4146	TV Test Sewer Main	\$29,923.62	\$29,923.62	\$0.00	\$0.00	\$29,923.62	100.00%	\$0.00	\$1,496.18
4144	Punch Out Sewer	\$15,593.11	\$13,644.28	\$974.42	\$0.00	\$14,618.70	93.75%	\$974.41	\$730.93

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

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

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

Three Rivers CDD
TRIBUTARY UNIT 10

Yulee, FL

APPLICATION NUMBER: **19**
 APPLICATION DATE: **05/02/2024**
 PERIOD TO: **04/30/2024**
 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
	LIFT STATION	\$747,356.24	\$726,412.41	\$6,981.28	\$0.00	\$733,393.69	98.13%	\$13,962.55	\$36,669.68
5003	Dewater Lift Station	\$49,228.25	\$49,228.25	\$0.00	\$0.00	\$49,228.25	100.00%	\$0.00	\$2,461.41
5017	Lift Station 22-24' Class One (With Generat	\$698,127.99	\$677,184.16	\$6,981.28	\$0.00	\$684,165.44	98.00%	\$13,962.55	\$34,208.27
	FORCE MAIN	\$238,230.69	\$235,991.64	\$1,118.91	\$0.00	\$237,110.55	99.53%	\$1,120.14	\$11,855.53
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	\$9,932.50	\$0.00	\$0.00	\$9,932.50	100.00%	\$0.00	\$496.62
6183	Punch Out Force Main	\$8,953.75	\$6,714.70	\$1,118.91	\$0.00	\$7,833.61	87.49%	\$1,120.14	\$391.68
	WATER MAIN	\$842,878.47	\$839,201.39	\$1,838.54	\$0.00	\$841,039.93	99.78%	\$1,838.54	\$42,052.02
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	\$14,700.10	\$0.00	\$0.00	\$14,700.10	100.00%	\$0.00	\$735.01
7246	Punch Out for Water Main	\$14,700.10	\$11,023.02	\$1,838.54	\$0.00	\$12,861.56	87.49%	\$1,838.54	\$643.09
	REUSE MAIN	\$729,723.95	\$726,446.26	\$1,638.85	\$0.00	\$728,085.11	99.78%	\$1,638.84	\$36,404.26
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	\$14,535.70	\$0.00	\$0.00	\$14,535.70	100.00%	\$0.00	\$726.78
9239	Punch Out for Reuse Main	\$13,103.35	\$9,825.66	\$1,638.85	\$0.00	\$11,464.51	87.49%	\$1,638.84	\$573.22
	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	\$9,441,946.79	\$219,167.50	\$0.00	\$9,661,114.29	98.63%	\$133,893.15	\$483,055.87
	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

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

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

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

Three Rivers CDD
TRIBUTARY UNIT 10

Yulee, FL

APPLICATION NUMBER: **19**
 APPLICATION DATE: **05/02/2024**
 PERIOD TO: **04/30/2024**
 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					
SS ODP	Sanitary ODP, Original	\$-278,192.53	\$-278,192.53	\$0.00	\$0.00	\$-278,192.53	100.00%	\$0.00	\$-13,909.62
LS ODP	Lift Station (Generator Only) ODP	\$-165,829.94	\$-165,829.93	\$0.00	\$0.00	\$-165,829.93	100.00%	\$-0.01	\$-8,291.47
FM ODP	Force Main ODP, Original	\$-46,433.02	\$-46,433.02	\$0.00	\$0.00	\$-46,433.02	100.00%	\$0.00	\$-2,321.64
WM ODP	Water Main ODP, Original	\$-227,122.26	\$-227,122.25	\$0.00	\$0.00	\$-227,122.25	100.00%	\$-0.01	\$-11,356.11
RM ODP	Reuse Main ODP, Original	\$-251,541.56	\$-251,541.56	\$0.00	\$0.00	\$-251,541.56	100.00%	\$0.00	\$-12,577.08
	CO #02 - Plan Comparison, dated 8/18/23	\$231,789.50	\$231,789.50	\$0.00	\$0.00	\$231,789.50	100.00%	\$0.00	\$11,589.48
1100	Earthwork Changes, Additional Fill, dated 8/18/23	\$216,461.70	\$216,461.70	\$0.00	\$0.00	\$216,461.70	100.00%	\$0.00	\$10,823.09
2100	Retaining Wall Revision, additional wall height	\$7,363.40	\$7,363.40	\$0.00	\$0.00	\$7,363.40	100.00%	\$0.00	\$368.17
3000	Storm Revisions, dated 8/18/23	\$1,594.25	\$1,594.25	\$0.00	\$0.00	\$1,594.25	100.00%	\$0.00	\$79.71
9000	Reuse Main Upsize, dated 8/18/23	\$6,370.15	\$6,370.15	\$0.00	\$0.00	\$6,370.15	100.00%	\$0.00	\$318.51
	CO #3 - WT/RU Service Add, Lot 96/100	\$2,979.85	\$2,979.85	\$0.00	\$0.00	\$2,979.85	100.00%	\$0.00	\$149.00
7238	1" Single Water Service	\$1,084.41	\$1,084.41	\$0.00	\$0.00	\$1,084.41	100.00%	\$0.00	\$54.22
7239	Demo Existing Water Service	\$813.31	\$813.31	\$0.00	\$0.00	\$813.31	100.00%	\$0.00	\$40.67
9234	1" Single Reuse Service	\$1,082.13	\$1,082.13	\$0.00	\$0.00	\$1,082.13	100.00%	\$0.00	\$54.11
	CO #4 - Hand Rail Credit	\$-24,173.60	\$-24,173.60	\$0.00	\$0.00	\$-24,173.60	100.00%	\$0.00	\$-1,208.68
2106	Handrail for Retaining Wall, CREDIT	\$-24,173.60	\$-24,173.60	\$0.00	\$0.00	\$-24,173.60	100.00%	\$0.00	\$-1,208.68
	CO #5 - Mailbox Kiosk	\$5,157.08	\$0.00	\$5,157.08	\$0.00	\$5,157.08	100.00%	\$0.00	\$257.86
1100	Earthwork, Site Cut, Misc Grading	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
1300	Subgrade for Sidewalk	\$320.42	\$0.00	\$320.42	\$0.00	\$320.42	100.00%	\$0.00	\$16.02
1900	Concrete Mail Kiosk	\$671.34	\$0.00	\$671.34	\$0.00	\$671.34	100.00%	\$0.00	\$33.57
2000	Sidewalks	\$2,665.32	\$0.00	\$2,665.32	\$0.00	\$2,665.32	100.00%	\$0.00	\$133.27
		\$-1,198,937.51	\$-1,204,094.57	\$5,157.08	\$0.00	\$-1,198,937.49	100.00%	\$-0.02	\$-59,946.81
	TOTAL----->	\$8,596,069.93	\$8,237,852.22	\$224,324.58	\$0.00	\$8,462,176.80	98.44%	\$133,893.13	\$423,109.06

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$213,108.31**, 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 **04/30/2024** 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: 05/02/2024

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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE

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

PROJECT: TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY) APPLICATION NO: 4

PERIOD TO: 03/31/2024

Distribution to:
[x] OWNER
[x] ENGINEER
[] CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 2023-46

CONTRACT DATE: 09/06/2023

CHANGE ORDER SUMMARY

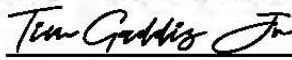
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$77,262.99	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders		\$77,262.99	

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

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Senior Project Manager

By:



Date: 03/28/2024

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

1. ORIGINAL CONTRACT SUM.....	\$	431,385.00
2. Net change by Change Orders.....	\$	77,262.99
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	508,647.99
4. TOTAL COMPLETED & STORED TO DATE..... (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).....	\$	25,120.25
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$	477,284.24
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

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..... \$ 31,415.54

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

ENGINEER:

By:



Date: May 9, 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 * MAY 1983 EDITION * AIA® 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

G702-1986

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		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					
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 Builts	\$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

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

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

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

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

Yulee, FL 32097

APPLICATION NUMBER: 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		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					
	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
Invoice#: _____

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

Dated on: 03/28/2024

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

STATE OF
COUNTY OF

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

Personally known _____ or Produced Identification _____ Type of Identification _____

Notary Public

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

Title	2023-46 - PayApp - TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY) - Vallencourt Construction Co. Inc. - 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 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.

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	04/01/2024 09:47:11 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	04/01/2024 14:08:56 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.

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: 04/01/2024

Period To: 04/30/2024

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 #: 5

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.....100.00		
WORK COMPLETE TO DATE.....	\$	508,647.99
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	508,647.99
LESS RETAINAGE.....	\$	25,432.43
TOTAL EARNED LESS RETAINAGE.....	\$	483,215.56
LESS PREVIOUS BILLINGS.....	\$	477,284.24
CURRENT DUE.....	\$	5,931.32

Account Summary:	Sales This Period	Sales To Date
Gross:	6,243.50	508,647.99
Retainage:	312.18	25,432.43
Net:	5,931.32	483,215.56



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
2300 Glades Road, Suite 410w
Boca Raton, FL 33431

PROJECT: TRIBUTARY UNIT 10, CO (UNIT 1 OVERLAY) APPLICATION NO: 5

PERIOD TO: 04/30/2024

Distribution to:
[x] OWNER
[x] ENGINEER
[] CONTRACTOR

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

CONTRACTOR'S
PROJECT NO: 2023-46

CONTRACT DATE: 09/06/2023

CHANGE ORDER SUMMARY

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

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis, Senior Project Manager

By:



Date: 04/17/2024

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

1. ORIGINAL CONTRACT SUM.....	\$	431,385.00
2. Net change by Change Orders.....	\$	77,262.99
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	508,647.99
4. TOTAL COMPLETED & STORED TO DATE.....	\$	508,647.99
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	25,432.43
(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).....	\$	25,432.43
6. TOTAL EARNED LESS RETAINAGE:.....	\$	483,215.56
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	477,284.24
8. CURRENT PAYMENT DUE.....	\$	5,931.32
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	25,432.43
(Line 3 less Line 6)		

ENGINEER'S CERTIFICATE FOR PAYMENT

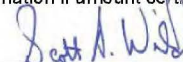
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance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

AMOUNT CERTIFIED..... \$ 5,931.32

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

ENGINEER:

By:



Date: May 6, 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 * MAY 1983 EDITION * AIA* @ 1983

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON D.C. 20006

G702-1986

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

APPLICATION NUMBER: **5**
APPLICATION DATE: **04/17/2024**
PERIOD TO: **04/30/2024**
VCC PROJECT #: **202346**

A	B	C	D E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	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	\$4,826.50	\$98.50	\$0.00	\$4,925.00	100.00%	\$0.00	\$246.26
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 Builts	\$2,950.00	\$1,180.00	\$1,770.00	\$0.00	\$2,950.00	100.00%	\$0.00	\$147.51
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	\$53,660.00	\$0.00	\$0.00	\$53,660.00	100.00%	\$0.00	\$2,683.00
1704	Decorative Signs (Std)	\$4,375.00	\$0.00	\$4,375.00	\$0.00	\$4,375.00	100.00%	\$0.00	\$218.75
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	\$1,932.00	\$0.00	\$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	\$1,258.00	\$0.00	\$0.00	\$1,258.00	100.00%	\$0.00	\$62.90
2005	A.D.A. Handicap Ramps (Speed Hump Area	\$620.00	\$620.00	\$0.00	\$0.00	\$620.00	100.00%	\$0.00	\$31.00
2006	A.D.A. Mats (Speed Hump Area ONLY)	\$1,986.00	\$1,986.00	\$0.00	\$0.00	\$1,986.00	100.00%	\$0.00	\$99.30
	ORIGINAL CONTRACT TOTALS	\$431,385.00	\$425,141.50	\$6,243.50	\$0.00	\$431,385.00	100.00%	\$0.00	\$21,569.28

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

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

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

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

Yulee, FL 32097

APPLICATION NUMBER: 5

APPLICATION DATE: 04/17/2024

PERIOD TO: 04/30/2024

VCC PROJECT #: 202346

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					
	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	\$502,404.49	\$6,243.50	\$0.00	\$508,647.99	100.00%	\$0.00	\$25,432.43

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

The undersigned lienor, upon payment from the lienee, of the sum of \$5,931.32, 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 04/30/2024 on the job of THREE RIVERS CDD to the following described property :

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

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

Dated on: 04/17/2024

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: Tim Gaddis Jr

Printed Name: Tim Gaddis

Title: Senior Project Manager

STATE OF
COUNTY OF

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

Personally known _____ or Produced Identification _____ Type of Identification _____

Notary Public

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






Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 55 Vallencourt Unit 10 (#19) Unit 10 (Unit 1 Overlay) (#4)

Final Audit Report

2024-05-10

Created:	2024-05-09
By:	Shelley Blair (blairs@etm-inc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACEt9pa1FjHfxxvJN_Yza0ZJkrigHYEf3

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 55 Vallencourt Unit 10 (#19) Unit 10 (Unit 1 Overlay) (#4)" History

-  Document created by Shelley Blair (blairs@etm-inc.com)
2024-05-09 - 8:42:29 PM GMT
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2024-05-09 - 8:42:40 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2024-05-10 - 2:16:58 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-05-10 - 2:17:11 PM GMT - Time Source: server
-  Agreement completed.
2024-05-10 - 2:17:11 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: **56**
- (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: **\$ 254,421.09**
- (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. 10 (April 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: 04/01/2024

Period To: 04/30/2024

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 #: 2023-10
Application #: 10

Attn.: Scott Wild

Project Description: **TRIBUTARY UNIT 15**

Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	5,361,937.15
CHANGE ORDERS TO DATE.....	\$	-467,111.49
REVISED CONTRACT AMOUNT.....	\$	4,894,825.66
PERCENTAGE COMPLETE.....	88.94%	
WORK COMPLETE TO DATE.....	\$	4,353,318.38
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,353,318.38
LESS RETAINAGE.....	\$	217,666.07
TOTAL EARNED LESS RETAINAGE.....	\$	4,135,652.31
LESS PREVIOUS BILLINGS.....	\$	3,881,231.22
CURRENT DUE.....	\$	254,421.09

Account Summary:	Sales This Period	Sales To Date
Gross:	267,811.70	4,353,318.38
Retainage:	13,390.61	217,666.07
Net:	254,421.09	4,135,652.31



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

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

PROJECT: TRIBUTARY UNIT 15

APPLICATION NO: 10

Distribution to:

[x] OWNER

[x] ENGINEER

[] CONTRACTOR

PERIOD TO: 04/30/2024

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

CONTRACTOR'S

PROJECT NO: 2023-10

CONTRACT DATE: 06/06/2023

CHANGE ORDER SUMMARY

Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$125,054.07	\$-592,959.36
Approved this Month			
Number	Date Approved		
1100	04/02/2024	500.00	
1300	04/02/2024	43.30	
1900	04/02/2024	250.50	
TOTALS		\$793.80	\$0.00
Net change by Change Orders		\$-467,111.49	

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

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis Jr, Senior Project Manager

By: Tim Gaddis Jr Date: 05/02/2024

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

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.....	\$	-467,111.49
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$	4,894,825.66
4. TOTAL COMPLETED & STORED TO DATE.....	\$	4,353,318.38
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	217,666.07
(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).....	\$	217,666.07
6. TOTAL EARNED LESS RETAINAGE:.....	\$	4,135,652.31
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	3,881,231.22
8. CURRENT PAYMENT DUE.....	\$	254,421.09
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	759,173.35
(Line 3 less Line 6)		

AMOUNT CERTIFIED..... \$ 254,421.09

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

ENGINEER:

By: Scott A. Wild Date: May 3, 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: **10**
APPLICATION DATE: **05/02/2024**
PERIOD TO: **04/30/2024**
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	\$86,649.95	\$4,843.72	\$0.00	\$91,493.67	90.43%	\$9,687.44	\$4,574.69
100	General Conditions	\$96,874.42	\$82,343.26	\$4,843.72	\$0.00	\$87,186.98	90.00%	\$9,687.44	\$4,359.36
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	\$39,288.30	\$685.65	\$0.00	\$39,973.95	93.58%	\$2,742.60	\$1,998.70
300	NPDES Permit Compliance	\$32,911.20	\$29,482.95	\$685.65	\$0.00	\$30,168.60	91.67%	\$2,742.60	\$1,508.43
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	\$33,175.55	\$2,197.42	\$0.00	\$35,372.97	80.49%	\$8,575.36	\$1,768.70
400	Surveying	\$22,688.43	\$20,419.58	\$1,134.42	\$0.00	\$21,554.00	95.00%	\$1,134.43	\$1,077.70
500	Paving And Drainage As-Builts	\$5,293.97	\$3,176.40	\$264.70	\$0.00	\$3,441.10	65.00%	\$1,852.87	\$172.09
500	Water, Sewer, And Reuse As-Builts	\$10,587.93	\$6,352.77	\$529.40	\$0.00	\$6,882.17	65.00%	\$3,705.76	\$344.11
500	Lot As-Builts	\$5,378.00	\$3,226.80	\$268.90	\$0.00	\$3,495.70	65.00%	\$1,882.30	\$174.80
	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	\$1,662,949.04	\$36,856.75	\$0.00	\$1,699,805.79	98.02%	\$34,249.50	\$84,990.30
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	\$20,857.90	\$3,910.85	\$0.00	\$24,768.75	95.00%	\$1,303.60	\$1,238.43
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	\$28,236.00	\$32,945.90	\$0.00	\$61,181.90	65.00%	\$32,945.90	\$3,059.10
	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	\$105,845.40	\$0.00	\$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	\$105,845.40	\$0.00	\$0.00	\$105,845.40	100.00%	\$0.00	\$5,292.27
	Base	\$174,096.86	\$87,092.25	\$87,004.61	\$0.00	\$174,096.86	100.00%	\$0.00	\$8,704.84
1407	6" Crushed Concrete Base (LD Pavement)	\$174,096.86	\$87,092.25	\$87,004.61	\$0.00	\$174,096.86	100.00%	\$0.00	\$8,704.84

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: **10**
APPLICATION DATE: **05/02/2024**
PERIOD TO: **04/30/2024**
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	\$4,688.14	\$0.00	\$4,688.14	5.52%	\$80,254.60	\$234.41
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	\$4,688.14	\$0.00	\$4,688.14	100.00%	\$0.00	\$234.41
	Concrete	\$99,917.95	\$61,255.60	\$3,565.45	\$0.00	\$64,821.05	64.87%	\$35,096.90	\$3,241.06
1804	18" Miami Curb & Gutter	\$64,821.05	\$61,255.60	\$3,565.45	\$0.00	\$64,821.05	100.00%	\$0.00	\$3,241.06
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	\$392,973.30	\$0.00	\$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	\$37,144.80	\$0.00	\$0.00	\$37,144.80	100.00%	\$0.00	\$1,857.24
	Storm	\$605,540.48	\$576,485.44	\$14,527.52	\$0.00	\$591,012.96	97.60%	\$14,527.52	\$29,550.67
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	\$10,086.00	\$0.00	\$0.00	\$10,086.00	100.00%	\$0.00	\$504.30
3279	Punch Out Storm Drain	\$28,206.70	\$7,048.50	\$10,579.10	\$0.00	\$17,627.60	62.49%	\$10,579.10	\$881.39
3280	TV Storm Drain	\$10,527.54	\$2,630.70	\$3,948.42	\$0.00	\$6,579.12	62.49%	\$3,948.42	\$328.96
	Sanitary Sewer	\$399,336.44	\$361,719.27	\$18,802.40	\$0.00	\$380,521.67	95.29%	\$18,814.77	\$19,026.09
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	\$11,597.60	\$0.00	\$11,597.60	49.98%	\$11,605.23	\$579.88
4146	TV Test Sewer Main	\$14,414.34	\$0.00	\$7,204.80	\$0.00	\$7,204.80	49.98%	\$7,209.54	\$360.24
	Water Main	\$352,022.87	\$331,994.12	\$10,010.70	\$0.00	\$342,004.82	97.15%	\$10,018.05	\$17,100.25
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	\$3,786.36	\$0.00	\$3,786.36	49.98%	\$3,789.14	\$189.32
7250	Testing Water Main	\$12,453.25	\$0.00	\$6,224.34	\$0.00	\$6,224.34	49.98%	\$6,228.91	\$311.22
	Reuse Main	\$284,269.27	\$265,003.52	\$9,629.34	\$0.00	\$274,632.86	96.61%	\$9,636.41	\$13,731.66
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	\$3,405.00	\$0.00	\$3,405.00	49.98%	\$3,407.50	\$170.25
9242	Testing Reuse Main	\$12,453.25	\$0.00	\$6,224.34	\$0.00	\$6,224.34	49.98%	\$6,228.91	\$311.22
	Electrical (Allowance)	\$150,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	50.00%	\$75,000.00	\$3,750.00
10000	Electrical Distribution	\$150,000.00	\$0.00	\$75,000.00	\$0.00	\$75,000.00	50.00%	\$75,000.00	\$3,750.00
	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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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: **10**

APPLICATION DATE: **05/02/2024**

PERIOD TO: **04/30/2024**

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	\$4,553,411.97	\$267,811.70	\$0.00	\$4,821,223.67	89.92%	\$540,713.48	\$241,061.33
	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 - Plan Comparison	\$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 #003 - Mailbox Kiosk	\$793.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$793.80	\$0.00
1100	Earthwork, Misc	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
1300	Subsoil Stabilization	\$43.30	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43.30	\$0.00
1900	Concrete Flatwork	\$250.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.50	\$0.00
	Change Order #004 - Handrail Deduct	\$-37,144.80	\$-37,144.80	\$0.00	\$0.00	\$-37,144.80	100.00%	\$0.00	\$-1,857.24
2106	Credit for Hand Rail, Retaining Wall	\$-37,144.80	\$-37,144.80	\$0.00	\$0.00	\$-37,144.80	100.00%	\$0.00	\$-1,857.24
		\$-467,111.49	\$-467,905.29	\$0.00	\$0.00	\$-467,905.29	100.17%	\$793.80	\$-23,395.26
	TOTAL----->	\$4,894,825.66	\$4,085,506.68	\$267,811.70	\$0.00	\$4,353,318.38	88.94%	\$541,507.28	\$217,666.07

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$254,421.09**, 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 **04/30/2024** on the job of **Three Rivers CDD** to the following described property :

Project: TRIBUTARY UNIT 15

Location: Yulee, FL

Invoice#: _____

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

Dated on: 05/02/2024

Lienor's Name: Vallencourt Construction Co. Inc.

Address: 449 Center Street

Green Cove Springs, FL 32043

Phone: (904) 291-9330

By: Tim Gaddis Jr

Printed Name: Tim Gaddis

Title: Senior Project Manager

STATE OF
COUNTY OF

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

Personally known _____ or Produced Identification _____

Type of Identification _____

Notary Public

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

Title	2023-10 - PayApp - TRIBUTARY UNIT 15 - Vallencourt Construction Co. Inc. - Apr2024
File name	202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_Apr2024.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	05/02/2024 15:51:00 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	05/02/2024 16:05:36 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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





2023 ACQUISITION AND CONSTRUCTION 56 - Vallencourt Unit 15 (App 10)

Final Audit Report

2024-05-07

Created:	2024-05-06
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUTC_I2ta3jnczTejR63KqRh2pR4C_IPW

"2023 ACQUISITION AND CONSTRUCTION 56 - Vallencourt U nit 15 (App 10)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-05-06 - 1:07:23 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-05-06 - 1:07:30 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-05-07 - 2:45:36 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-05-07 - 2:45:54 PM GMT - Time Source: server
-  Agreement completed.
2024-05-07 - 2:45:54 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: **57**
- (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: **\$ 8,627.50**
- (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 213600 (Apr 2024) Master Site Planning (WA#7)	\$ 585.00
Invoice 213604 (Apr 2024) Edwards Road Water Main CEI Services (WA#9)	\$ 1,231.00
Invoice 213611 (Apr 2024) Tax Exempt Purchase Administration (Unit B) (WA#14)	\$ 1,340.00
Invoice 213613 (Apr 2024) Unit 10 CEI Services (WA#15)	\$ 4,030.50
Invoice 213614 (Apr 2024) Unit 15 CEI Services (WA#18)	\$ 1,441.00
TOTAL	\$ 8,627.50

- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

_____,
CONSULTING ENGINEER

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

May 02, 2024

Invoice No: 213600

Total This Invoice	\$585.00
---------------------------	-----------------

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

Professional Services rendered through April 27, 2024

Phase 01 Master Site Planning

Billing Limits
Current
Prior
To-Date

Total Billings	0.00	24,952.75	24,952.75
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Limit			25,000.00
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Remaining			47.25
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Total this Phase	0.00
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Phase 02 Master Plan Coordination

Billing Limits
Current
Prior
To-Date

Total Billings	0.00	15,000.00	15,000.00
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Limit			15,000.00
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Total this Phase	0.00
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Phase 03 Master Planning Coordination Meetings

Labor
Hours
Rate
Amount

Executive VP/Chief Engineer			
Wild, Scott	4/6/2024	1.00	335.00

Sr. Planner/Planning Manager			
Dendor, Casey	4/20/2024	1.25	200.00

Totals		2.25	585.00
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Total Labor	585.00
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Billing Limits
Current
Prior
To-Date

Total Billings	585.00	17,858.00	18,443.00
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Limit			25,000.00
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Remaining			6,557.00
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Total this Phase	\$585.00
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Phase XP Expenses

Total this Phase	0.00
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Total This Invoice	\$585.00
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Outstanding Invoices

Number	Date	Balance		
213115	4/3/2024	568.50		
Total		568.50		
			Total Now Due	\$1,153.50

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

May 02, 2024

Invoice No: 213604

Total This Invoice \$1,231.00

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

Professional Services rendered through April 27, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
CEI Project Manager/Project Admin.					
Donchez, James	4/6/2024		.50	184.00	92.00
Donchez, James	4/13/2024		.50	184.00	92.00
Donchez, James	4/20/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	4/6/2024		1.00	163.00	163.00
CEI Inspector					
Steeple, Travis	4/13/2024		2.00	132.00	264.00
Steeple, Travis	4/20/2024		1.00	132.00	132.00
Steeple, Travis	4/27/2024		3.00	132.00	396.00
Totals			8.50		1,231.00
Total Labor					1,231.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,231.00	14,116.00	15,347.00
Limit			20,160.00
Remaining			4,813.00

Total this Phase \$1,231.00

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	<u>\$1,231.00</u>

Outstanding Invoices

Number	Date	Balance
213120	4/3/2024	2,203.50
Total		2,203.50

Total Now Due	\$3,434.50
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Ernesto Torres
Three Rivers Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

May 02, 2024

Invoice No: 213611

Total This Invoice \$1,340.00

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

Professional Services rendered through April 27, 2024

Phase 01 CDD Tax Exempt Purchase Administration

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	4/20/2024		4.00	335.00	1,340.00
Totals			4.00		1,340.00
Total Labor					1,340.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,340.00	22,335.00	23,675.00
Limit			25,000.00
Remaining			1,325.00

Total this Phase \$1,340.00

Phase XP Reimbursable Expenses

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

Total this Phase 0.00

Total This Invoice \$1,340.00

Outstanding Invoices

Number	Date	Balance
213127	4/4/2024	498.00
Total		498.00

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

May 02, 2024

Invoice No: 213613

Total This Invoice	\$4,030.50
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Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

Professional Services rendered through April 27, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	4/6/2024		.50	335.00	167.50
Wild, Scott	4/20/2024		1.00	335.00	335.00
Engineer					
Menyhart, Nicholas	2/17/2024		1.50	175.00	262.50
Menyhart, Nicholas	3/9/2024		1.00	175.00	175.00
Menyhart, Nicholas	3/16/2024		1.00	175.00	175.00
Menyhart, Nicholas	3/23/2024		1.00	175.00	175.00
Menyhart, Nicholas	3/30/2024		1.00	175.00	175.00
Menyhart, Nicholas	4/27/2024		1.00	175.00	175.00
CEI Project Manager/Project Admin.					
Donchez, James	4/6/2024		.50	184.00	92.00
Donchez, James	4/13/2024		.50	184.00	92.00
Donchez, James	4/20/2024		.50	184.00	92.00
Donchez, James	4/27/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	4/6/2024		2.00	163.00	326.00
Brooks, Jeffrey	4/27/2024		1.50	163.00	244.50
CEI Inspector					
Steeple, Travis	3/16/2024		7.00	132.00	924.00
Steeple, Travis	3/23/2024		4.00	132.00	528.00
Totals			24.50		4,030.50
Total Labor					4,030.50

Billing Limits	Current	Prior	To-Date
Total Billings	4,030.50	48,605.50	52,636.00
Limit			65,520.00
Remaining			12,884.00

Total this Phase \$4,030.50

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

Phase

03

Owner Requested Plan Revisions

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

Phase

04

Reimbursable Expenses

Total this Phase				0.00
Total This Invoice				\$4,030.50

Outstanding Invoices				
Number	Date	Balance		
213129	4/4/2024	2,883.50		
Total		2,883.50		
Total Now Due				\$6,914.00

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

May 02, 2024

Invoice No: 213614

Total This Invoice	\$1,441.00
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Project 22443.01000 Three Rivers CDD-Unit 15 CEI Services (WA#18)

Professional Services rendered through April 27, 2024

Phase 01. Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	4/6/2024		.50	335.00	167.50
Wild, Scott	4/20/2024		1.00	335.00	335.00
CEI Project Manager/Project Admin.					
Donchez, James	4/6/2024		.50	184.00	92.00
Donchez, James	4/13/2024		.50	184.00	92.00
Donchez, James	4/20/2024		.50	184.00	92.00
Donchez, James	4/27/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	4/6/2024		2.00	163.00	326.00
Brooks, Jeffrey	4/27/2024		1.50	163.00	244.50
Totals			7.00		1,441.00
Total Labor					1,441.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,441.00	17,575.25	19,016.25
Limit			69,108.00
Remaining			50,091.75

Total this Phase \$1,441.00

Phase 02. Progress Meetings

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

Total this Phase 0.00

Phase 03. Owner Requested Plan Revisions

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

Total this Phase				0.00
Phase	04.	Reimbursable Expenses		
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>\$1,441.00</u>

Outstanding Invoices				
	Number	Date	Balance	
	213130	4/4/2024	1,492.25	
	Total		1,492.25	
Total Now Due				\$2,933.25

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: **58**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 1,287.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary 10 Mail Kiosk - Invoice W000375554**
- (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.

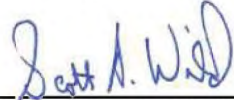
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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



PROPOSAL

W000375554

OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

Written By: LEE KENNERLY

Date: 5/15/2024:

Project Name: PAD LAYOUT UNIT 10 - ON UNIT 8
PAD

407-830-8861

Bill To:

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

Location:

TRIBUTARY
YULEE FL 32097

Line	Item	U/M	Price Each	Qty	Total
1	ITEM-MAILBOX-M003872 MAILBOX LABELING USPS PROVIDED PALCARDS 81-160 & P11-P20	EA	3.00000	144.000	432.00
2	LABOR/INSTALL JACKSONVILLE LOCAL 45+ LABOR / INSTALLATION INSTALL JACKSONVILLE LOCAL 45+	EA	855.00000	1.000	855.00
3	ITEM-MAILBOX-M003879 MAILBOX USPS COORDINATION	EA	0.00000	1.000	0.00



OnSight Industries, LLC
900 Central Park Dr
Sanford FL 32771

407-830-8861

PROPOSAL

W000375554

Written By: LEE KENNERLY

Date: 5/15/2024:

Project Name: PAD LAYOUT UNIT 10 - ON UNIT 8
PAD

Bill To:

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

Location:

TRIBUTARY
YULEE FL 32097

Line	Item	U/M	Price Each	Qty	Total
Pre-Tax Total:					1,287.00
Sales Tax:					0.00
Total:					1,287.00

Terms and Conditions:

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

Proposal Acceptance:

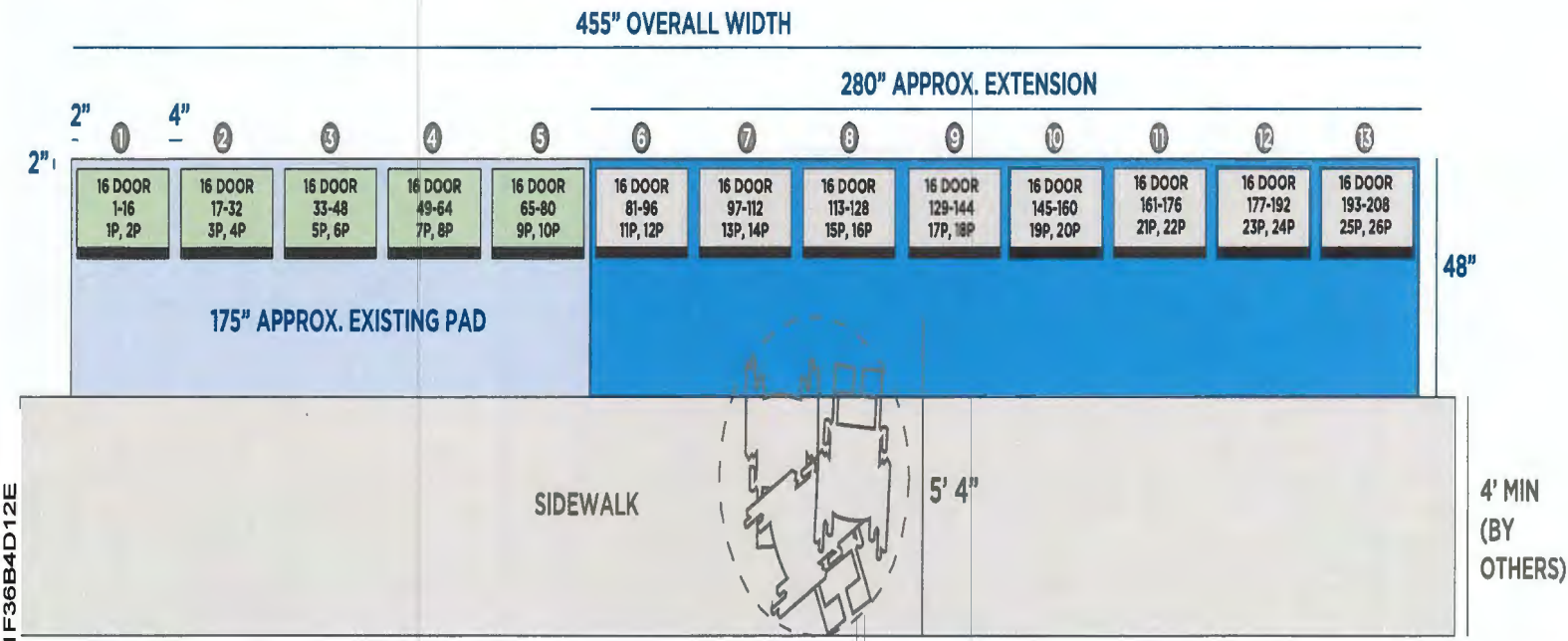
The above prices, specifications and conditions are hereby accepted. OnSight Industries, LLC is authorized to proceed with the project as stated.
Payment will be made as outlined above.


Signature


Name


Date

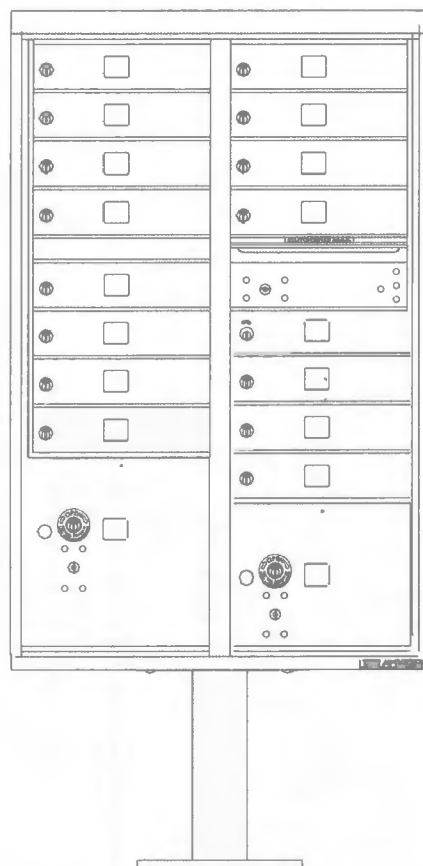
- * GREEN BOXES (1-80) ARE EXISTING
- * CLIENT TO PROVIDE EXTENDED PAD
- * ARTWORK DEPICTS OVERALL DIMENSIONS NEEDED



MEASUREMENTS FOR PAD CALCULATED USING RADIUS TURN REQUIREMENTS AS DEFINED BY USPS CLUSTER BOX DEVELOPERS GUIDE (APPENDIX D G1-2-0 E-E3), ACCESSIBLE ROUTE DEFINED BY AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (APPENDIX A TO PART 1191 - SECTION 4.3).

10.375554 v.05.15.24 Three Rivers CDD - Tributary CBU Pad

DocuSign Envelope ID: F0F258D1-B08F-479F-801C-301F36B4D12E



16 DOOR VITAL STANDARD - 1570-16

QTY: 8

**2 PARCEL LOCKER/1 MAIL SLOT
SEQUENTIALLY NUMBERED**



Black

wo.375554 v.05.15.24

Three Rivers CDD - Tributary

CBU



**L. KENNERLY
C. NORCROSS**

This document is the property of OnSight Industries, LLC. The information and technology embodied herein shall not be reproduced or copied in whole or in part without previous authorization in writing from OnSight Industries, LLC. 900 Central Park Drive, Sanford, FL 32771 P.407.830.8861 F.407.830.5569 onsightindustries.com

2023 ACQUISITION AND CONSTRUCTION 58 - Onsight

Final Audit Report

2024-06-03

Created:	2024-06-03
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjCfe9o0cOhVunJEYp8ECfKOaDfPIOTPU

"2023 ACQUISITION AND CONSTRUCTION 58 - Onsight" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-06-03 - 4:13:25 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-06-03 - 4:13:31 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-06-03 - 5:09:44 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-06-03 - 5:10:27 PM GMT - Time Source: server
-  Agreement completed.
2024-06-03 - 5:10:27 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AV

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **59**
- (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: **\$ 20,295.23**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
Tributary, Unit 10 - Application for Payment No. 20 (May 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

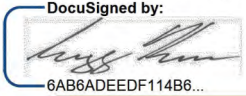
- ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund and the applicable subaccount thereof;
 3. each disbursement set forth 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: 05/01/2024

Period To: 05/31/2024

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

VCC Project #: 202269
Project #: TRIBUTARY UNIT 10
Subcontract #:
Application #: 20

Attn.: SCOTT WILD

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

ORIGINAL CONTRACT AMOUNT.....	\$	9,795,007.44
CHANGE ORDERS TO DATE.....	\$	-1,198,937.51
REVISED CONTRACT AMOUNT.....	\$	8,596,069.93
PERCENTAGE COMPLETE.....98.69%		
WORK COMPLETE TO DATE.....	\$	8,483,540.18
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	8,483,540.18
LESS RETAINAGE.....	\$	424,177.21
TOTAL EARNED LESS RETAINAGE.....	\$	8,059,362.97
LESS PREVIOUS BILLINGS.....	\$	8,039,067.74
CURRENT DUE.....	\$	20,295.23

Account Summary:

	Sales This Period	Sales To Date
Gross:	21,363.38	8,483,540.18
Retainage:	1,068.15	424,177.21
Net:	20,295.23	8,059,362.97



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

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

PROJECT: TRIBUTARY UNIT 10

APPLICATION NO: 20

Distribution to:

[x]	OWNER
[x]	ENGINEER
[]	CONTRACTOR

PERIOD TO: 05/31/2024

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

CONTRACTOR'S
PROJECT NO: 2022-69

CONTRACT DATE: 11/09/2022

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
		\$239,926.43	\$-1,438,863.94
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
Net change by Change Orders			\$-1,198,937.51

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: Jim Gaddis Jr Date: 06/03/2024

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 Engineers 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

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

1. ORIGINAL CONTRACT SUM.....	\$	9,795,007.44
2. Net change by Change Orders.....	\$	-1,198,937.51
3. CONTRACT SUM TO DATE (Line 1 +~ 2).....	\$	8,596,069.93
4. TOTAL COMPLETED & STORED TO DATE.....	\$	8,483,540.18
(Column G on G703)		
5. RETAINAGE:		
a. 5.00 % of Completed Work	\$	424,177.21
(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).....	\$	424,177.21
6. TOTAL EARNED LESS RETAINAGE:.....	\$	8,059,362.97
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	8,039,067.74
8. CURRENT PAYMENT DUE.....	\$	20,295.23
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	536,706.96
(Line 3 less Line 6)		

AMOUNT CERTIFIED..... \$ 20,295.23

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

ENGINEER

By: Date: June 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.

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 10****Yulee, FL**

APPLICATION NUMBER:

20

APPLICATION DATE:

06/03/2024

PERIOD TO:

05/31/2024

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	\$733,393.69	\$6,981.28	\$0.00	\$740,374.97	99.07%	\$6,981.27	\$37,018.74
5003	Dewater Lift Station	\$49,228.25	\$49,228.25	\$0.00	\$0.00	\$49,228.25	100.00%	\$0.00	\$2,461.41
5017	Lift Station 22-24' Class One (With Generat	\$698,127.99	\$684,165.44	\$6,981.28	\$0.00	\$691,146.72	99.00%	\$6,981.27	\$34,557.33
	FORCE MAIN	\$238,230.69	\$237,110.55	\$560.07	\$0.00	\$237,670.62	99.77%	\$560.07	\$11,883.53
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	\$9,932.50	\$0.00	\$0.00	\$9,932.50	100.00%	\$0.00	\$496.62
6183	Punch Out Force Main	\$8,953.75	\$7,833.61	\$560.07	\$0.00	\$8,393.68	93.75%	\$560.07	\$419.68
	WATER MAIN	\$842,878.47	\$841,039.93	\$919.27	\$0.00	\$841,959.20	99.89%	\$919.27	\$42,097.98
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	\$14,700.10	\$0.00	\$0.00	\$14,700.10	100.00%	\$0.00	\$735.01
7246	Punch Out for Water Main	\$14,700.10	\$12,861.56	\$919.27	\$0.00	\$13,780.83	93.75%	\$919.27	\$689.05
	REUSE MAIN	\$729,723.95	\$728,085.11	\$819.42	\$0.00	\$728,904.53	99.89%	\$819.42	\$36,445.23
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	\$14,535.70	\$0.00	\$0.00	\$14,535.70	100.00%	\$0.00	\$726.78
9239	Punch Out for Reuse Main	\$13,103.35	\$11,464.51	\$819.42	\$0.00	\$12,283.93	93.75%	\$819.42	\$614.19
	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	\$9,661,114.29	\$21,363.38	\$0.00	\$9,682,477.67	98.85%	\$112,529.77	\$484,124.02
	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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

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

**Three Rivers CDD
TRIBUTARY UNIT 10****Yulee, FL**

APPLICATION NUMBER:

20

APPLICATION DATE:

06/03/2024

PERIOD TO:

05/31/2024

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					
SS ODP	Sanitary ODP, Original	\$-278,192.53	\$-278,192.53	\$0.00	\$0.00	\$-278,192.53	100.00%	\$0.00	\$-13,909.62
LS ODP	Lift Station (Generator Only) ODP	\$-165,829.94	\$-165,829.93	\$0.00	\$0.00	\$-165,829.93	100.00%	\$-0.01	\$-8,291.47
FM ODP	Force Main ODP, Original	\$-46,433.02	\$-46,433.02	\$0.00	\$0.00	\$-46,433.02	100.00%	\$0.00	\$-2,321.64
WM ODP	Water Main ODP, Original	\$-227,122.26	\$-227,122.25	\$0.00	\$0.00	\$-227,122.25	100.00%	\$-0.01	\$-11,356.11
RM ODP	Reuse Main ODP, Original	\$-251,541.56	\$-251,541.56	\$0.00	\$0.00	\$-251,541.56	100.00%	\$0.00	\$-12,577.08
	CO #02 - Plan Comparison, dated 8/18/	\$231,789.50	\$231,789.50	\$0.00	\$0.00	\$231,789.50	100.00%	\$0.00	\$11,589.48
1100	Earthwork Changes, Additional Fill, dated 8	\$216,461.70	\$216,461.70	\$0.00	\$0.00	\$216,461.70	100.00%	\$0.00	\$10,823.09
2100	Retaining Wall Revision, additional wall hei	\$7,363.40	\$7,363.40	\$0.00	\$0.00	\$7,363.40	100.00%	\$0.00	\$368.17
3000	Storm Revisions, dated 8/18/23	\$1,594.25	\$1,594.25	\$0.00	\$0.00	\$1,594.25	100.00%	\$0.00	\$79.71
9000	Reuse Main Upsize, dated 8/18/23	\$6,370.15	\$6,370.15	\$0.00	\$0.00	\$6,370.15	100.00%	\$0.00	\$318.51
	CO #3 - WT/RU Service Add, Lot 96/100	\$2,979.85	\$2,979.85	\$0.00	\$0.00	\$2,979.85	100.00%	\$0.00	\$149.00
7238	1" Single Water Service	\$1,084.41	\$1,084.41	\$0.00	\$0.00	\$1,084.41	100.00%	\$0.00	\$54.22
7239	Demo Existing Water Service	\$813.31	\$813.31	\$0.00	\$0.00	\$813.31	100.00%	\$0.00	\$40.67
9234	1" Single Reuse Service	\$1,082.13	\$1,082.13	\$0.00	\$0.00	\$1,082.13	100.00%	\$0.00	\$54.11
	CO #4 - Hand Rail Credit	\$-24,173.60	\$-24,173.60	\$0.00	\$0.00	\$-24,173.60	100.00%	\$0.00	\$-1,208.68
2106	Handrail for Retaining Wall, CREDIT	\$-24,173.60	\$-24,173.60	\$0.00	\$0.00	\$-24,173.60	100.00%	\$0.00	\$-1,208.68
	CO #5 - Mailbox Kiosk	\$5,157.08	\$5,157.08	\$0.00	\$0.00	\$5,157.08	100.00%	\$0.00	\$257.86
1100	Earthwork, Site Cut, Misc Grading	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
1300	Subgrade for Sidewalk	\$320.42	\$320.42	\$0.00	\$0.00	\$320.42	100.00%	\$0.00	\$16.02
1900	Concrete Mail Kiosk	\$671.34	\$671.34	\$0.00	\$0.00	\$671.34	100.00%	\$0.00	\$33.57
2000	Sidewalks	\$2,665.32	\$2,665.32	\$0.00	\$0.00	\$2,665.32	100.00%	\$0.00	\$133.27
		\$-1,198,937.51	\$-1,198,937.49	\$0.00	\$0.00	\$-1,198,937.49	100.00%	\$-0.02	\$-59,946.81
	TOTAL----->	\$8,596,069.93	\$8,462,176.80	\$21,363.38	\$0.00	\$8,483,540.18	98.69%	\$112,529.75	\$424,177.21

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$20,295.23**, 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 **05/31/2024** 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: 06/03/2024

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	2022-69 - PayApp - TRIBUTARY UNIT 10 - Vallencourt Construction Co. Inc. - May2024
File name	202269_PayApp_TRIBUTARYUNIT10_VallencourtConstructionCoInc_May2024.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	06/03/2024 14:19:56 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	06/03/2024 14:29:26 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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

2023 ACQUISITION AND CONSTRUCTION 59 Vallencourt Unit 10 (#20)

Final Audit Report

2024-06-05

Created:	2024-06-04
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI7BHzzt12H-PeOmxA1MysdLijyIAEMkU

"2023 ACQUISITION AND CONSTRUCTION 59 Vallencourt Unit 10 (#20)" History



Document created by Shelley Blair (blairs@etminc.com)

2024-06-04 - 8:43:20 PM GMT



Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature

2024-06-04 - 8:43:33 PM GMT



Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)

2024-06-05 - 2:44:31 PM GMT



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

Signature Date: 2024-06-05 - 2:45:20 PM GMT - Time Source: server



Agreement completed.

2024-06-05 - 2:45:20 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVI

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **60**
- (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: **\$ 128,191.05**
- (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. 11 (May 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**

DocuSigned by:

By: _____
8AB6ADEEDF144B6...
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: 05/01/2024

Period To: 05/31/2024

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 #: 11

Attn.: Scott Wild

Project Description: **TRIBUTARY UNIT 15**

Yulee, FL

ORIGINAL CONTRACT AMOUNT.....	\$	5,361,937.15
CHANGE ORDERS TO DATE.....	\$	-467,111.49
REVISED CONTRACT AMOUNT.....	\$	4,894,825.66
PERCENTAGE COMPLETE.....	91.69%	
WORK COMPLETE TO DATE.....	\$	4,488,256.34
STORED MATERIALS.....	\$	0.00
TOTAL COMPLETED & STORED.....	\$	4,488,256.34
LESS RETAINAGE.....	\$	224,412.98
TOTAL EARNED LESS RETAINAGE.....	\$	4,263,843.36
LESS PREVIOUS BILLINGS.....	\$	4,135,652.31
CURRENT DUE.....	\$	128,191.05

Account Summary:

	Sales This Period	Sales To Date
Gross:	134,937.96	4,488,256.34
Retainage:	6,746.91	224,412.98
Net:	128,191.05	4,263,843.36



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: 11

Distribution to:
[x] OWNER
[x] ENGINEER
[] CONTRACTOR

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

PERIOD TO: 05/31/2024

CONTRACTOR'S PROJECT NO: 2023-10

CONTRACT DATE: 06/06/2023

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner		DEDUCTIONS
TOTAL		
		\$125,847.87
		\$-592,959.36
Approved this Month		
Number	Date Approved	
TOTALS		\$0.00
Net change by Change Orders		\$-467,111.49

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

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

By: Tim Gaddis Jr Date: 06/03/2024

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.....	\$ -467,111.49
3. CONTRACT SUM TO DATE (Line 1 +- 2).....	\$ 4,894,825.66
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 4,488,256.34
(Column G on G703)	
5. RETAINAGE:	
a. 5.00 % of Completed Work	\$ 224,412.98
(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).....	\$ 224,412.98
6. TOTAL EARNED LESS RETAINAGE:.....	\$ 4,263,843.36
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate).....	\$ 4,135,652.31
8. CURRENT PAYMENT DUE.....	\$ 128,191.05
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 630,982.30
(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..... \$ 128,191.05

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

ENGINEER: Scott A. Wild Date: June 4, 2024

By: _____

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:

11

APPLICATION DATE:

06/03/2024

PERIOD TO:

05/31/2024

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	\$91,493.67	\$1,937.49	\$0.00	\$93,431.16	92.34%	\$7,749.95	\$4,671.56
100	General Conditions	\$96,874.42	\$87,186.98	\$1,937.49	\$0.00	\$89,124.47	92.00%	\$7,749.95	\$4,456.23
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	\$39,973.95	\$1,371.30	\$0.00	\$41,345.25	96.79%	\$1,371.30	\$2,067.27
300	NPDES Permit Compliance	\$32,911.20	\$30,168.60	\$1,371.30	\$0.00	\$31,539.90	95.83%	\$1,371.30	\$1,577.00
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	\$35,372.97	\$2,197.43	\$0.00	\$37,570.40	85.49%	\$6,377.93	\$1,878.58
400	Surveying	\$22,688.43	\$21,554.00	\$1,134.43	\$0.00	\$22,688.43	100.00%	\$0.00	\$1,134.42
500	Paving And Drainage As-Builts	\$5,293.97	\$3,441.10	\$264.70	\$0.00	\$3,705.80	70.00%	\$1,588.17	\$185.33
500	Water, Sewer, And Reuse As-Builts	\$10,587.93	\$6,882.17	\$529.40	\$0.00	\$7,411.57	70.00%	\$3,176.36	\$370.58
500	Lot As-Builts	\$5,378.00	\$3,495.70	\$268.90	\$0.00	\$3,764.60	70.00%	\$1,613.40	\$188.25
	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	\$1,699,805.79	\$9,539.10	\$0.00	\$1,709,344.89	98.58%	\$24,710.40	\$85,467.26
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	\$24,768.75	\$1,303.60	\$0.00	\$26,072.35	100.00%	\$0.00	\$1,303.61
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	\$61,181.90	\$8,235.50	\$0.00	\$69,417.40	73.75%	\$24,710.40	\$3,470.88
	Grassing	\$70,260.17	\$16,474.59	\$28,480.08	\$0.00	\$44,954.67	63.98%	\$25,305.50	\$2,247.73
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	\$28,480.08	\$0.00	\$28,480.08	100.00%	\$0.00	\$1,424.00
	Subsoil Stabilization	\$108,660.15	\$105,845.40	\$0.00	\$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	\$105,845.40	\$0.00	\$0.00	\$105,845.40	100.00%	\$0.00	\$5,292.27
	Base	\$174,096.86	\$174,096.86	\$0.00	\$0.00	\$174,096.86	100.00%	\$0.00	\$8,704.84
1407	6" Crushed Concrete Base (LD Pavement)	\$174,096.86	\$174,096.86	\$0.00	\$0.00	\$174,096.86	100.00%	\$0.00	\$8,704.84

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:

11

APPLICATION DATE:

06/03/2024

PERIOD TO:

05/31/2024

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	\$4,688.14	\$80,254.60	\$0.00	\$84,942.74	100.00%	\$0.00	\$4,247.14
1503	1" Asphalt Pavement SP 9.5 (1st Lift Only)	\$80,254.60	\$0.00	\$80,254.60	\$0.00	\$80,254.60	100.00%	\$0.00	\$4,012.73
1517	Prime Limerock	\$4,688.14	\$4,688.14	\$0.00	\$0.00	\$4,688.14	100.00%	\$0.00	\$234.41
	Concrete	\$99,917.95	\$64,821.05	\$0.00	\$0.00	\$64,821.05	64.87%	\$35,096.90	\$3,241.06
1804	18" Miami Curb & Gutter	\$64,821.05	\$64,821.05	\$0.00	\$0.00	\$64,821.05	100.00%	\$0.00	\$3,241.06
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	\$392,973.30	\$0.00	\$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	\$37,144.80	\$0.00	\$0.00	\$37,144.80	100.00%	\$0.00	\$1,857.24
	Storm	\$605,540.48	\$591,012.96	\$3,948.42	\$0.00	\$594,961.38	98.25%	\$10,579.10	\$29,748.09
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	\$10,086.00	\$0.00	\$0.00	\$10,086.00	100.00%	\$0.00	\$504.30
3279	Punch Out Storm Drain	\$28,206.70	\$17,627.60	\$0.00	\$0.00	\$17,627.60	62.49%	\$10,579.10	\$881.39
3280	TV Storm Drain	\$10,527.54	\$6,579.12	\$3,948.42	\$0.00	\$10,527.54	100.00%	\$0.00	\$526.38
	Sanitary Sewer	\$399,336.44	\$380,521.67	\$7,209.54	\$0.00	\$387,731.21	97.09%	\$11,605.23	\$19,386.57
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	\$11,597.60	\$0.00	\$0.00	\$11,597.60	49.98%	\$11,605.23	\$579.88
4146	TV Test Sewer Main	\$14,414.34	\$7,204.80	\$7,209.54	\$0.00	\$14,414.34	100.00%	\$0.00	\$720.72
	Water Main	\$352,022.87	\$342,004.82	\$0.00	\$0.00	\$342,004.82	97.15%	\$10,018.05	\$17,100.25
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	\$3,786.36	\$0.00	\$0.00	\$3,786.36	49.98%	\$3,789.14	\$189.32
7250	Testing Water Main	\$12,453.25	\$6,224.34	\$0.00	\$0.00	\$6,224.34	49.98%	\$6,228.91	\$311.22
	Reuse Main	\$284,269.27	\$274,632.86	\$0.00	\$0.00	\$274,632.86	96.61%	\$9,636.41	\$13,731.66
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	\$3,405.00	\$0.00	\$0.00	\$3,405.00	49.98%	\$3,407.50	\$170.25
9242	Testing Reuse Main	\$12,453.25	\$6,224.34	\$0.00	\$0.00	\$6,224.34	49.98%	\$6,228.91	\$311.22
	Electrical (Allowance)	\$150,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	50.00%	\$75,000.00	\$3,750.00
10000	Electrical Distribution	\$150,000.00	\$75,000.00	\$0.00	\$0.00	\$75,000.00	50.00%	\$75,000.00	\$3,750.00
	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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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:

11

APPLICATION DATE:

06/03/2024

PERIOD TO:

05/31/2024

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	\$4,821,223.67	\$134,937.96	\$0.00	\$4,956,161.63	92.43%	\$405,775.52	\$247,808.24
	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 - Plan Comparison	\$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 #003 - Mailbox Kiosk	\$793.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$793.80	\$0.00
1100	Earthwork, Misc	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
1300	Subsoil Stabilization	\$43.30	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43.30	\$0.00
1900	Concrete Flatwork	\$250.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250.50	\$0.00
	Change Order #004 - Handrail Deduct	\$-37,144.80	\$-37,144.80	\$0.00	\$0.00	\$-37,144.80	100.00%	\$0.00	\$-1,857.24
2106	Credit for Hand Rail, Retaining Wall	\$-37,144.80	\$-37,144.80	\$0.00	\$0.00	\$-37,144.80	100.00%	\$0.00	\$-1,857.24
		\$-467,111.49	\$-467,905.29	\$0.00	\$0.00	\$-467,905.29	100.17%	\$793.80	\$-23,395.26
	TOTAL----->	\$4,894,825.66	\$4,353,318.38	\$134,937.96	\$0.00	\$4,488,256.34	91.69%	\$406,569.32	\$224,412.98

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$128,191.05**, 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 **05/31/2024** 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: 06/03/2024

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	2023-10 - PayApp - TRIBUTARY UNIT 15 - Vallencourt Construction Co. Inc. - May2024
File name	202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_May2024.pdf
Audit trail format	MM/DD/YYYY
Status	Signed

Document history

Created	06/03/2024 14:30:12 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42
Signed	06/03/2024 14:39:41 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42

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

2023 ACQUISITION AND CONSTRUCTION 60 - Vallencourt Unit 15 (App 11)

Final Audit Report

2024-06-05

Created:	2024-06-04
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA38pnmsSCSM001FullN4Sj3aduNV5Vvr

"2023 ACQUISITION AND CONSTRUCTION 60 - Vallencourt U nit 15 (App 11)" History



Document created by Shelley Blair (blairs@etminc.com)

2024-06-04 - 8:45:14 PM GMT



Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature

2024-06-04 - 8:45:21 PM GMT



Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)

2024-06-05 - 2:43:47 PM GMT



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

Signature Date: 2024-06-05 - 2:44:18 PM GMT - Time Source: server



Agreement completed.

2024-06-05 - 2:44:18 PM GMT



THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVII

2023 ACQUISITION AND CONSTRUCTION REQUISITION

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

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

- (1) Requisition Number: **61**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 3,827.00**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Invoice 214052 (May 2024) Master Site Planning (WA#7)	\$	1,340.00
Invoice 214065 (May 2024) Unit 10 CEI Services (WA#15)	\$	1,544.75
Invoice 214066 (May 2024) Unit 15 CEI Services (WA#18)	\$	<u>942.25</u>
TOTAL REQUISITION	\$	3,827.00

- (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;

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



14775 Old St. Augustine Road, Jacksonville, FL 32258
etminc.com | 904.642.8990

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

May 29, 2024
Invoice No: 214052
Total This Invoice \$1,340.00

Project 22121.00000 Three Rivers CDD - (WA#7) MASTER SITE PLANNING
Professional Services rendered through May 25, 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	5/4/2024		1.00	335.00	335.00
Wild, Scott	5/11/2024		2.00	335.00	670.00
Wild, Scott	5/18/2024		1.00	335.00	335.00
Totals			4.00		1,340.00
Total Labor					1,340.00
Billing Limits			Current	Prior	To-Date
Total Billings			1,340.00	18,443.00	19,783.00
Limit					25,000.00
Remaining					5,217.00
			Total this Phase		\$1,340.00

Phase	XP	Expenses			
			Total this Phase		0.00
			Total This Invoice		\$1,340.00

Project	22121.00000	Three Rivers CDD - (WA#7) MASTER SITE P	Invoice	214052
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Outstanding Invoices

Number	Date	Balance		
213115	4/3/2024	568.50		
213600	5/2/2024	585.00		
Total		1,153.50	Total Now Due	\$2,493.50



14775 Old St. Augustine Road, Jacksonville, FL 32258

etmnc.com | 904.642.8990

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

May 29, 2024

Invoice No: 214065

Total This Invoice	\$1,544.75
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Project 22443.00000 Three Rivers CDD-Unit 10 CEI Services (WA#15)

Professional Services rendered through May 25, 2024

Phase 01 Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	5/4/2024		.25	335.00	83.75
Wild, Scott	5/18/2024		.50	335.00	167.50
Wild, Scott	5/25/2024		1.00	335.00	335.00
Project Manager					
Milligan, Neal	5/18/2024		1.50	200.00	300.00
CEI Project Manager/Project Admin.					
Donchez, James	5/4/2024		.75	184.00	138.00
Donchez, James	5/11/2024		.50	184.00	92.00
Donchez, James	5/18/2024		.50	184.00	92.00
Donchez, James	5/25/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	5/4/2024		1.50	163.00	244.50
Totals			7.00		1,544.75
Total Labor					1,544.75

Billing Limits	Current	Prior	To-Date
Total Billings	1,544.75	52,636.00	54,180.75
Limit			65,520.00
Remaining			11,339.25

Total this Phase \$1,544.75

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

Phase 03 Owner Requested Plan Revisions

Project	22443.00000	Three Rivers CDD-Unit 10 CEI Services (W	Invoice	214065
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	9,840.00	9,840.00
Limit			10,000.00
Remaining			160.00
Total this Phase			0.00

Phase	04	Reimbursable Expenses	Total this Phase	0.00
Total This Invoice				<u>\$1,544.75</u>

Outstanding Invoices				
Number	Date	Balance		
213129	4/4/2024	2,883.50		
213613	5/2/2024	4,030.50		
Total		6,914.00	Total Now Due	\$8,458.75



14775 Old St. Augustine Road, Jacksonville, FL 32258

etminc.com | 904.642.8990

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

May 29, 2024

Invoice No: 214066

Total This Invoice	\$942.25
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Project 22443.01000 Three Rivers CDD-Unit 15 CEI Services (WA#18)

Professional Services rendered through May 25, 2024

Phase 01. Limited Construction Administration Serv

Labor

			Hours	Rate	Amount
Executive VP/Chief Engineer					
Wild, Scott	5/4/2024		.25	335.00	83.75
Project Manager					
Milligan, Neal	5/4/2024		1.00	200.00	200.00
CEI Project Manager/Project Admin.					
Donchez, James	5/4/2024		.75	184.00	138.00
Donchez, James	5/11/2024		.50	184.00	92.00
Donchez, James	5/18/2024		.50	184.00	92.00
Donchez, James	5/25/2024		.50	184.00	92.00
CEI Sr. Inspector					
Brooks, Jeffrey	5/4/2024		1.50	163.00	244.50
Totals			5.00		942.25
Total Labor					942.25

Billing Limits	Current	Prior	To-Date
Total Billings	942.25	19,016.25	19,958.50
Limit			69,108.00
Remaining			49,149.50

Total this Phase \$942.25

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

Project	22443.01000	Three Rivers CDD-Unit 15 CEI Services (W	Invoice	214066
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			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>\$942.25</u>

Outstanding Invoices

Number	Date	Balance
213130	4/4/2024	1,492.25
213614	5/2/2024	1,441.00
Total		2,933.25

Total Now Due \$3,875.50

2023 ACQUISITION AND CONSTRUCTION 61 - ETM (May)

Final Audit Report

2024-06-06

Created:	2024-06-06
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOeCQ0hYuDcyE627YZikGroo8Z9AoMwLy

"2023 ACQUISITION AND CONSTRUCTION 61 - ETM (May)" History



Document created by Shelley Blair (blairs@etminc.com)

2024-06-06 - 6:22:27 PM GMT



Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature

2024-06-06 - 6:22:32 PM GMT



Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)

2024-06-06 - 6:27:40 PM GMT



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

Signature Date: 2024-06-06 - 6:28:13 PM GMT - Time Source: server



Agreement completed.

2024-06-06 - 6:28:13 PM GMT



Adobe Acrobat Sign

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3AVIII

**2023 ACQUISITION AND CONSTRUCTION
REQUISITION**

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

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

- (1) Requisition Number: **62**
- (2) Name of Payee pursuant to Acquisition Agreement:

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

- (3) Amount Payable: **\$ 4,407.35**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Tributary Units 10 and 15 Signage- Invoice 411562**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
SPECIAL ASSESSMENT REFUNDING BONDS, SERIES 2023
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount:

The undersigned hereby certifies that:

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

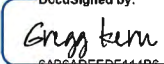
4. each disbursement represents a Cost of the Project which has not previously been paid.

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

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

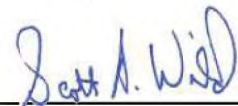
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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


CONSULTING ENGINEER



Invoice

Invoice No.: 411562

Invoice Date: 4/17/2024

Payment Terms: Due Upon Receipt

Order No: W000369742

Ordered By:

Purchase Order:

Salesperson: DANIEL KRISTOFF

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

Location: TRIBUTARY
YULEE FL 32097

Project Name: UNIT 10 AND 15 SIGNAGE

No	Item	Description	Quantity	Unit Price	Net Price
1	L002147	LABOR/INSTALL JACKSONVILLE LOCAL 30-45	1.000	1,335.00	1,335.00
		LABOR / INSTALLATION INSTALL JACKSONVILLE LOCAL 30-45			
2	M001919	ITEM-STREET SIGNAGE-M001919	2.000	826.10	1,652.20
		STREET SIGNAGE TRAFFIC SIGN HI-INTENSITY GRADE 30"X30" .8 1 PEDESTRIAN CROSSING W/ARROW COMBO - BACKERS - POST- FINIAL - ALL HARDWARE PAINTED (A)			
3	M001919	ITEM-STREET SIGNAGE-M001919	2.000	826.10	1,652.20
		STREET SIGNAGE TRAFFIC SIGN HI-INTENSITY GRADE 30"X30" .8 1 PEDESTRIAN W/AHEAD COMBO - BACKERS- POST - FINIAL - ALL HARDWARE PAINTED (B)			
4	M001920	ITEM-STREET SIGNAGE-M001920	4.000	913.70	3,654.80
		STREET SIGNAGE TRAFFIC SIGN HI-INTENSITY GRADE 30" STOP .8 1 DUAL BLADE STOP COMBO SIGNS - BACKER - POST - ALL HARDWARE PAINTED (1, 2, 3, 4)			
5	M001913	ITEM-STREET SIGNAGE-M001913	3.000	173.50	520.50
		STREET SIGNAGE TRAFFIC SIGN HI-INTENSITY GRADE 18"X18" .8 1 OBJECT MARKER SIGN (C) NOT INSTALLED IN CONCRETE			

Please email any billing questions to accountsreceivable@onsightindustries.com

Thank you for your prompt payment!



Invoice

Invoice No.: 411562

Order No: W000369742

Ordered By:

Purchase Order:

No	Item	Description	Quantity	Unit Price	Net Price
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Remit To:

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

Sales Amount 8,814.70

Sales Tax 0.00

Prepaid Amount 0.00

Total 8,814.70

Payment 4,407.35

Remaining Balance 4,407.35

Please email any billing questions to accountsreceivable@onsightindustries.com

Thank you for your prompt payment!






2023 ACQUISITION AND CONSTRUCTION 62 - Onsight

Final Audit Report

2024-06-13

Created:	2024-06-13
By:	Shelley Blair (blairs@etminc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWcy9vfzd4UxI_ouGdOwKzq6dliGCjMB6

"2023 ACQUISITION AND CONSTRUCTION 62 - Onsight" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-06-13 - 5:28:10 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-06-13 - 5:28:15 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-06-13 - 7:25:20 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-06-13 - 7:26:03 PM GMT - Time Source: server
-  Agreement completed.
2024-06-13 - 7:26:03 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: **177**
- (2) Name of Payee pursuant to Acquisition Agreement:

Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$11,535.51**
- (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): **April 2024 – Invoices #2024-6478, 2024-6501, 2024-6525, & 2024-6477**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made: **Series 2021B Construction Account**
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

or

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

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

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

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

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

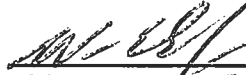
THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
By: Gregg Kern
6A86ADEEDEF114B6...
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

 5/23/24
Title: pres

Master Infrastructure Services

***** INVOICE *****



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

Date: April 1, 2024

Invoice Number 2024-6478

Net 15 days

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

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

Task 5 Construction Phase Services**(hourly)**

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$90	0	\$0.00
CADD Designer	\$130	0	\$0.00
Engineer	\$135	2	\$270.00
Professional Engineer	\$155	4	\$620.00
Principal	\$210	1	\$210.00
TOTAL		14	\$1,100.00

1.Coordination with contractor and subcontractors on changes requested

2. Site Visit

Amount Due \$1,100.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

Three Rivers CDD Fire Station
DEG Project Number 2106.006
April 1, 2024
Page 2 of 2

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

Master Infrastructure Services

***** INVOICE *****



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

Date: April 1, 2024

Invoice Number 2024-6501

Services Provided 03/1/24 –03/31/24

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

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

Task 1 Master Planning**(hourly)**

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	0	\$0.00
CADD Designer	\$130	6	\$780.00
Engineer	\$125	5	\$625.00
Professional Engineer	\$145	1	\$145.00
Principal	\$205	1	\$205.00
TOTAL		13	\$1,755.00

1. Responded to SEP comments from county
2. Resubmitted back to county

Task ADD001 Traffic Engineering Services (ETM)**(hourly)**

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	0	\$0.00
CADD Designer	\$130	0	\$0.00
Engineer	\$125	0	\$0.00
Professional Engineer	\$145	0	\$0.00
Principal	\$205	0	\$0.00
TOTAL		0	\$0.00

Subtotal \$1,755.00**Other Direct Costs:**

Nassau Co. Board of Co. Comm. Review Fee \$3,715.65
 SJRWMD ERP Minor MOD \$ 140.88
 Total \$3,856.53

Total ODC \$3,856.53**Total Amount Due \$5,611.53****Select Contract Term Regarding Invoicing:**

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

Neighborhood Act. WES

***** INVOICE *****



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

Date: April 1, 2024

Invoice Number 2024-6525

Net 15 days

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

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

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

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

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

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

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

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

Task 4 Final Engineering & Design**\$49,200.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$49,200.00	0	\$49,200.00	100	\$49,200.00	\$49,200.00	\$0.00

Task 5a Permitting- ERP**\$8,200.00**

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

Task 5b Permitting- Nassau County**\$8,200.00**

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$8,200.00	0	\$8,200.00	90	\$7,380.00	\$6,560.00	\$820.00

Task 5c Permitting JEA & FDEP**\$6,560.00**

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

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

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

Task 7 Construction Phase Services NTE**\$12,000.00**

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

Subtotal \$1,270.00**Other Direct Costs:**

Nassau County Water/Sewer Fee	\$143.75
DPS Printing	\$806.48
Nassau County Record	\$293.53
Sonlight Courier	<u>\$ 62.10</u>
Total	\$1,305.86

Total ODC \$1,305.86**Total Amount Due \$2,575.86**

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.

***** INVOICE *****

Mark Infrastructure Partners

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

Date: April 1, 2024

Invoice Number 2024-6477

Net 15 days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Task ADD 001 Prepare Second County Submittal**(hourly)**

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	0	\$0.00
CADD Designer	\$130	6	\$780.00
Engineer	\$125	6	\$750.00
Professional Engineer	\$145	0	\$0.00
Principal	\$205	2	\$410.00
TOTAL		14	\$1,940.00

Subtotal \$1,940.00**Other Direct Costs:**

Nassau County Record \$308.12

Total ODC \$308.12**Total Amount Due \$2,248.12**

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing Per our Contract, terms are net fifteen (15) days.

Past due balances shall be subject to interest at the rate of 1.5 percent per month. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3BII

**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: **179**
- (2) Name of Payee pursuant to Acquisition Agreement:

Dominion Engineering Group, Inc.
- (3) Amount Payable: **\$12,440.00**
- (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): **May 2024 – Invoices #2024-6558, 2024-6557, 2024-6563, & 2024-6574**
- (5) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2021B Construction Account
- (6) Indicate if this requisition is for Deferred Obligations and, if so, the amount: **N/A**

The undersigned hereby certifies that:

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

or

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

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

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

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

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

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Responsible Officer

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

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

DOMINION ENGINEERING GROUP, LLC,
CONSULTING ENGINEER

Title: _____

100% Operating w/ us

***** INVOICE *****



Dominion Engineering Group, Inc.
4348 Southpoint Blvd., Suite 201
Jacksonville, Florida 32216
(904) 854-4503

Date: May 1, 2024

Invoice Number 2024-6558

Services Provided 04/1/24 - 04/30/24

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

Reference: Three Rivers CDD, Nassau County, Florida
DEG Project Number 2106.003

Task Order 1 CDD District Engineer

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	0	\$0.00
CADD Designer	\$130	0	\$0.00
Engineer	\$125	0	\$0.00
Professional Engineer	\$145	0	\$0.00
Principal	\$205	2	\$410.00
TOTAL		2	\$410.00

1. Attend CDD meeting on April 18, 2024.

Amount Due \$410.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing: Per our Contract, terms are net fifteen (15) days. Past due balances shall be subject to interest at the rate of 1.5 percent per month.

All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

***** INVOICE *****



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

Date: May 1, 2024

Invoice Number 2024-6557

Net 15 days

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

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

Task 5 Construction Phase Services**(hourly)**

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
CADD Operator	\$90	0	\$0.00
CADD Designer	\$130	6	\$780.00
Engineer	\$135	1	\$135.00
Professional Engineer	\$155	5	\$775.00
Principal	\$210	3	\$630.00
TOTAL		15	\$2,320.00

1. Coordination with contractor and subcontractors on changes requested

2. Site Visit

JEA plan update for water main

Updated plans for slide gate vs. swing gate

Amount Due \$2,320.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing:

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

Master Infrastructure 100% WBS

***** INVOICE *****



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

Date: May 1, 2024

Invoice Number 2024-6563

Services Provided 04/1/24 –04/30/24

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

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

Task 1 Master Planning

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	0	\$0.00
CADD Designer	\$130	15	\$1,950.00
Engineer	\$125	6	\$750.00
Professional Engineer	\$145	5	\$725.00
Principal	\$205	2	\$410.00
TOTAL		28	\$3,835.00

1. Amenity Phase 2 - Responded to SEP comments from county
2. Resubmitted back to county
3. Rough Mass grading for Units 17, 18, and 19
4. Calculated using AGTEK cut & fill for Units 17, 18, 19

Task ADD001 Traffic Engineering Services (ETM)

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	0	\$0.00
CADD Designer	\$130	0	\$0.00
Engineer	\$125	0	\$0.00
Professional Engineer	\$145	0	\$0.00
Principal	\$205	0	\$0.00
TOTAL		0	\$0.00

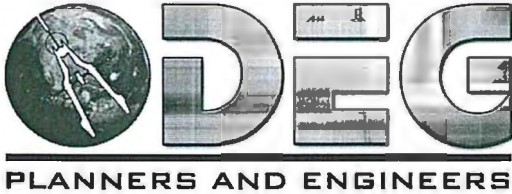
Total Amount Due \$3,835.00

Select Contract Term Regarding Invoicing:

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

***** INVOICE *****

Master Infrastructure 10/8/23



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

Date: May 1, 2024

Invoice Number 2024-6574

Net 15 days

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

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

Task 1 Final Site Planning & FDP Submittal

\$10,000.00

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

Task 2 SJRWMD Design & Permitting

\$15,520.00

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

Task 3 Final Engineering & Design

\$55,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$55,000.00	\$30,000	\$85,000.00	80	\$68,000.00	\$63,750.00	\$4,250.00

Task 4a Permitting- ERP

\$6,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$6,000.00	\$2,500.00	\$8,500.00	80	\$6,800.00	\$6,000.00	\$800.00

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	60	\$3,000.00	\$2,500.00	\$500.00

Task 4c Permitting JEA & FDEP

\$5,000.00

Contract Amount	Amendments to Contract	Total Contract	Percent Complete	Total Due	Previous Invoices	Amount Due This Period
\$5,000.00	\$2,500.00	\$7,500.00	70	\$5,250.00	\$5,000.00	\$250.00

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	15	\$225.00	\$150.00	\$75.00

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

Task ADD 001 Prepare Second County Submittal

(hourly)

Employee Level	Billing Amount (hourly)	Total Hours this period	Total Due
Administrative	\$85	0	\$0.00
CADD Designer	\$130	0	\$0.00
Engineer	\$125	0	\$0.00
Professional Engineer	\$145	0	\$0.00
Principal	\$205	0	\$0.00
TOTAL		0	\$0.00

Total Amount Due \$5,875.00

PM REVIEW: initials (wes)

Select Contract Term Regarding Invoicing Per our Contract, terms are net fifteen (15) days.

Past due balances shall be subject to interest at the rate of 1.5 percent per month. All DEG invoices for services under this contract will be considered correct as rendered to the Client unless questioned by the Client, in writing, within 15 days of the date of the invoice.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3C1

**AGREEMENT BETWEEN THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT AND COASTAL LUXURY OUTDOORS, LLC FOR POOL MAINTENANCE
SERVICES**

This Agreement (the “Agreement”) is made and entered into this 1st day of June 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 (the “District”); and

Coastal Luxury Outdoors, LLC, with a mailing address of 115 Solana Road, Suite C, Ponte Vedra Beach, Florida 32082 (the “Contractor,” and together with District, the “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* (the “Act”); and

WHEREAS, in accordance with the Act, the District owns, operates, and maintains certain swimming pool facilities (the “Facilities”); and

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

WHEREAS, Contractor provides such services and desires to contract with the District to do so in accordance with the terms and specifications in 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. 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. The duties, obligations, and responsibilities of the Contractor are to provide pool maintenance service as set forth herein and in **Exhibit A**, attached hereto and incorporated herein by reference (the “Services”). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met and shall provide the Services within presently accepted industry best practices and professional standards. 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. Contractor shall report directly to the On-Site Administrator or his or 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. COMPENSATION AND TERM. As compensation for the completion of the Services, the District agrees to pay the Contractor Two Thousand Five Hundred Dollars (\$2,500.00) per month. This compensation includes all labor and materials necessary to complete the Services. Repair work shall be provided at One Hundred Ninety Dollars (\$190) per hour and shall be performed only after the District provides approval. Contractor shall invoice the District monthly for services provided pursuant to the terms of this Agreement, and the District shall provide payment within thirty (30) days of receipt of such invoices, or sooner as required by Florida’s Prompt Payment Act. The term of this Agreement shall commence on _____, 2024 and shall continue through December 30, 2024, unless terminated earlier in accordance with the provisions of this Agreement; provided however, that such term may be renewed in writing upon mutual agreement by the Parties hereto.

SECTION 4. INSURANCE. The 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

Contractor shall provide District with a certificate naming the District 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 thirty (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 5. 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.** Contractor agrees to indemnify, defend, and hold harmless the District and its officers, agents, staff, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. 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.

SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, codes, 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 for cause by providing thirty (30) days written notice of termination to the District;

provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

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. To the extent this Agreement conflicts with **Exhibit A** hereto, this Agreement shall control.

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 (“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

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

B. If to the Contractor: Coastal Luxury Outdoors, LLC
115 Solana Road, Suite C
Ponte Vedra, Florida 32082
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 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. 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 further recognizes that all work product, e-mails, or other forms of transmission whatsoever in furtherance of District business are considered public records and shall be retained as such by Contractor. All data and programs utilized in conduct of District business and operations and stored on computers are considered public records and are required to be turned over consistent with this provision. 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, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (561) 571-0100, WRATHELLC@WHHASSOCIATES.COM, OR 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 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 27. 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 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 on the day and year first written above.

Attest:

DocuSigned by:
Ernesto Torres
6/10/2024
AE6196FB34D4464...
Secretary / Assistant Secretary

THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT
DocuSigned by:
Gregg Kern
6/7/2024
6AB6ADEEDF14B6...
Chairperson, Board of Supervisors

COASTAL LUXURY OUTDOORS, LLC

DocuSigned by:
Cindy Myers
By: 63376330E8E2412...
Cindy Myers
Print: _____
Bookkeeper
Its: _____

Exhibit A: Scope of Services

EXHIBIT A

SCOPE OF SERVICES



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/Brush the Pool Interior
 - Backwash and Clean Filters*
 - Close and Shock Pool*
 - *Service Required Following Severe Weather Conditions will be Quoted Separately*
 - *Salt, Algaecide and Degreasing of Filters will be Quoted Separately*
- *Denotes an on "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.


Property Representative


Date

EFFECTIVE DATE: TBD – 12/31/24

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

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

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

3CII

**AGREEMENT BETWEEN THE THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT AND PLAY TENNIS ACADEMY, LLC REGARDING THE PROVISION OF
FACILITY MONITOR SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this 1st day of June, 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, Unit 410W, Boca Raton, Florida 33431 (“District”); and

PLAY TENNIS ACADEMY, LLC a Florida limited liability company with a mailing address of 13820 Emerson Street, Suite 207, Palm Beach Gardens, Florida 33418 (“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* (the “Act”), by ordinance adopted by 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 has a need to retain an independent contractor to provide facility monitor services for its recreation facilities located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide facility monitor 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 stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional facility monitor 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. 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 SERVICES. The Contractor will provide facility monitor services for the District's amenity facilities. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit**. 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. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor \$20.00 per hour facility monitor services. Unless otherwise directed by the Board, Contractor shall provide 30 hours of facility monitor services per week on days and times directed by the District. The District shall have the right, in its sole discretion, to increase or decrease the number of hours per week to be provided by Contractor by providing Contractor with ten days written notice of such change. The term of this Agreement shall be from June 1, 2024 through May 31, 2025 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

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 6. INSURANCE.

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

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

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

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

SECTION 7. 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.

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

SECTION 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. 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 Parties.

SECTION 22. 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 23. 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, Unit 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

B. If to the Contractor: Play Tennis Academy, LLC
13820 Emerson Street, Suite 207
Palm Beach Gardens, Florida 33418
Attn: Ryan Harry

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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 448.09(1), *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 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

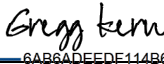
[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

6/4/2024

DocuSigned by:

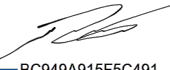


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Chairperson, Board of Supervisors

PLAY TENNIS ACADEMY, LLC

DocuSigned by:



BC949A915F5C491...

By: Ryan

Its: Founder / CEO

Exhibit A: Description of Services

Exhibit A



Proposal for Facility Monitor Services at Tributary Community

Introduction:

Play Academy is dedicated to enhancing the safety and enjoyment of the Tributary community's amenities. With a focus on ensuring a secure and well-maintained environment, we propose the introduction of dedicated facility monitors. This initiative aims to meet the needs of the residents, providing peace of mind for families and maintaining the highest standards of safety and supervision.

Facility Monitor Services:

To ensure the safety, cleanliness, and proper use of the facilities at Tributary, we propose employing trained facility monitors who will be present throughout the summer months. Our facility monitors will be vigilant, well-trained, and focused on providing a safe and welcoming environment for residents.

Service Details:

- **Flexible Scheduling:** We will dedicate our efforts to staff the facility monitors during the days and hours that Tributary wishes to have covered. This flexibility ensures that the community's needs are met effectively and efficiently.

Pricing:

- **Hourly Rate:** \$20 per hour. This rate is competitive and reflects the specialized responsibility required of facility monitors.

Responsibilities:

- **Guest Safety and Supervision:** Facility monitors will supervise the pool and other amenities, ensuring the safety of all patrons by enforcing regulations in accordance with Amenity Facilities Policies.
- **Cleanliness and Maintenance:** Monitors will ensure the cleanliness and proper setup of all areas and facilities, attending to guests' needs within the pool area and beyond.
- **Daily Log and Incident Reporting:** Monitors will maintain a daily log of activities and record all incidents, ensuring immediate reporting and addressing of safety issues.
- **Customer Service:** Facility monitors will maintain a welcoming attitude, represent Tributary respectfully, and direct visitors to appropriate locations while collaborating with District Staff.
- **Deficiency Reporting:** Monitors will identify and report deficiencies, notifying concerned departments immediately of any hazards or issues affecting operations.
- **Access Verification:** Monitors will ensure all patrons have proof of permitted access and regularly check that patrons adhere to all Amenity Facilities Policies.

- **Lost & Found Management:** Monitors will manage lost and found items within the facilities.
- **Private Parties:** Monitors will assist in ensuring that areas rented for private parties are returned to their original condition.
- **Knowledge of Facilities:** Monitors will be knowledgeable about the amenity facilities, including operational instructions for various features and amenities.
- **Confidential Information Handling:** Monitors will handle confidential and sensitive information professionally.
- **Complaint Resolution:** Monitors will take ownership of resident requests and complaints, communicating issues to District Staff.

Specific Area Responsibilities:

- **Pool Deck, Patio, and Restrooms:**
 - Enforce property and pool use rules.
 - Ensure the pool deck is swept, furniture and umbrellas are in place, and restrooms are clean and stocked.
 - Empty trash cans and replace liners as needed.
 - Enforce pool and pool deck closure policies.
- **Sports Courts:**
 - Enforce sports court use rules.
 - Ensure all users are patrons or approved guests.
 - Empty trash cans, replace liners, and clear debris as needed.
- **Lookout Center and Playground:**
 - Enforce amenity use rules.

- Ensure restrooms are clean and stocked.
- Empty trash cans and replace liners as needed.

Notes:

This proposal emphasizes Play Academy's commitment to the welfare of the Tributary community. By employing dedicated facility monitors, we aim to significantly enhance the safety, cleanliness, and accessibility of the community's amenities, providing a relaxed and secure environment for the residents.

Conclusion:

We believe that the introduction of facility monitors will be a valuable addition to the Tributary community, significantly enhancing safety and allowing the residents to enjoy the facilities with confidence and ease. We are open to feedback and ready to adjust our plans to best meet the needs of the community.

Warm regards,

Ryan Harry
Founder / CEO
PLAY Academy

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

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 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.

Present were:

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

Also present:

Ernesto Torres	District Manager
Wes Haber	District Counsel
Scott Wild (via telephone)	District Engineer
Bill Shaffer (via telephone)	Dominion Engineering Group
James McMahon	Castle Group
Shayna Talbert	Castle Group
Amanda Arnold (via telephone)	OnPlace LLC
Jim Proctor (via telephone)	Tree Amigos

Residents present:

Maureen Shanski	Stan Shanski	Linda Spitzer	Janet Parrish
Vickie Ortiz	Gary Lombardo	Cheryl Sullivan	Mickey Davis-Porter
Roger Lange	Tony Morales	Lisa Morales	Kathleen Frances
Michael Jakob	John Bilannin	Claudia Clayton	Darwin Clayton
Megan Miller	Nick Miller	Dena Campagne	Christine Stephens
Georgiann Koziana	Keith Howard	David Buchanan	Alli Parsons
Shane Parsons	Edward Griggs	Carol Sauls	Brian & Kathy Szabo
James Bowman	Joseph Chambers	Regina Goodman	David & Sherry Mitchell
Carol Bishop	Dena Howard	Ray Burns	Dan & Helen Bailey
Nora Bertacchi	Marge Garry	Dr. Don Leech	Kelly Malemick
Patrick Malemick	Barbara Leech	Hegor G. Omatz	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 2:03 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS**Public Comments**

Mr. Torres stated, due to limited time with the District Counsel, public comments, at the beginning of the agenda, will be taken on the Third, Fourth and Fifth Orders of Business.

Residents will have another opportunity to comment at the end of the meeting.

Mr. Haber clarified that everyone is entitled to make a comment; however, the Board may or may not respond or render an opinion.

Mr. Torres explained the protocols for public comments.

Resident Kathleen Frances was asked to save her comment regarding if music with vulgar language can be prohibited at the pool for a discussion later in the meeting.

THIRD ORDER OF BUSINESS**Consent Agenda**

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]

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

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

B. 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)

On MOTION by Mr. Kern 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

Consider Reinstatement of Amenity Privileges

Mr. Torres recalled that, at the February meeting, the Board suspended resident Tony Morales from the use of the CDD's facilities and the consensus was to extend the suspension for the period of the injunction, on the stipulation of reconsidering it within 30 days. On May 15, 2024, Nassau County dismissed the petition and, since it is within the 30-day time period of the case being dismissed, it is the Board's prerogative to consider reinstating Mr. Morales' privileges.

Mr. Haber stated the CDD rules allow Board Members to suspend a resident's use of the amenity facilities for violation CDD Policies; the incident was addressed and a determination was made to equate the suspension with the outstanding other legal matters within the same timeframe and reconsider the suspension once the legal matters were resolved.

Mr. Torres distributed documentation confirming that the legal matters were resolved; therefore, it is the Board's decision to determine what it wants to do as it relates to the outstanding time left on the suspension. The options are to lift the suspension or continue it for a set amount of time. Mr. Morales can make a statement but is not obligated to. This is the Board's opportunity to discuss the suspension, as the Sunshine Law prevents the Board Members from discussing CDD business outside of a public meeting.

Resident Lisa Morales discussed the pain that her husband's suspension caused her family and the false rumors about her husband. She stated that no one responded to her email regarding why her husband was suspended. She stated that her husband is not affiliated with a gang and is not a neighborhood drug dealer. She stated that she would like to understand the basis for the suspension and why the District Manager did not contact her and Mr. Morales directly about the suspension.

Mr. Haber stated, one point to make for the record, is that the CDD was provided with the information but with no way of determining if it was a lie. The way the CDD's Rules work is that District Staff is given the authority to impose a suspension for as long as 30 days or until the next Board meeting, whichever is longer. Next, the issue is brought before the Board and the individual being suspended can state their case. He recalled that the Morales' did not attend the last meeting and, thus, the termination was extended because there were other issues pending.

Mr. Haber stated Mrs. Morales raised issues that are outside the scope of this particular agenda item and he does not want to get too far ahead of the subject at hand, which is for the Board to decide what it wants to do with respect to the suspension. He asked for the Board's input.

Mr. Kern voiced his opinion that today's consideration is simple, in that the Board previously decided to allow the judicial system to do what it does and, with that resolved, there is no basis to extend the suspension any further. He stated that Mrs. Morales' comments are duly noted and the Board will work with Staff in between meetings.

On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, reinstatement of Mr. Tony Morales' amenity privileges, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Suspension of Privileges

Mr. Torres read the following synopsis of a recent incident:

"On May 19th, an incident at the pool involving adults and children occurred, which resulted in the Nassau County Sherriff's Office arresting a resident named Nicholas Miller for having physical contact with a minor. In the past month, the Board has been provided with information of the incident. Due to the incident and based on a police report from the Nassau County Sherriff's Office, where Mr. Miller indicated he had physical contact with a minor, I issued a temporary suspension to Mr. Miller for the Board to consider further actions at this meeting."

Mr. Haber stated this is similar to the February meeting wherein the Board considered the other suspension. Staff issued a limited suspension, as they are authorized to do under the CDD Rules and Policies. The Board has the opportunity to have input and make a determination

on the extent of the suspension of amenity privileges. If the Board believes that the judicial system can do a better job of analyzing this, it can apply the same logic that it followed in the previous case; however, the Board is obligated to give an opportunity to the person who is the subject of the suspension to make a statement. Ms. Bock asked if there is a court date for this case. Mr. Haber stated that he is uncertain.

Speaking on her husband's behalf, resident Megan Miller read from a prepared statement regarding the incident that occurred at the Tributary pool on May 19th, which she stated caused irrefutable emotional damage to her family. The statement named all the parties involved in the incident, explained how her husband was trying to de-escalate an altercation between a white male in a white t-shirt and a shorter, blond, white woman in a red and white bikini who reprimanded teenagers who were roughhousing in the pool and one of the teenagers became aggressive and Mr. Miller stepped in to defend her and was subsequently arrested for striking a minor and was also stripped of his amenity privileges. She commented about the lack of adult supervision at the pool, mentioned that she is well within her rights to press charges against Chase Chambers for attacking her first, that her husband was arrested for trying to diffuse a volatile situation and protect his wife and children. She stated that her husband is a kind-hearted, helpful and active foster father and her family has already been punished in that they have endured investigations by the foster agency and her licensing agency. She appealed to the Board to lift the suspension and reinstate amenity access to her and her four foster children to use the pool. In response to Ms. Bock's question, Ms. Miller stated the family's next court date is June 10, 2024.

Mr. Haber clarified that the suspension relates to only the person subject to the legal action; therefore, the rest of the family still has access to the amenities, including the pool. The only decision the Board is making today relates to Mr. Miller. Mr. Haber asked if any residents wished to provide speak about this matter.

In response to a resident's comments regarding unsupervised teens at the pool and the pool rules, Mr. Haber stated the Board can address the pool rules later, but not in connection with this matter.

Mr. Kern stated, before taking public comments on this item, it might be pertinent to acknowledge the series of incident reports received that are particular to this incident.

172 Mr. Torres stated Staff received incident-related emails from residents David Mitchell,
173 Dena Campagne and Mr. Chambers. Mr. Kern stated, although they are not obligated to speak,
174 Mr. Mitchel, Ms. Campagne and Mr. Chambers may speak about the May 19, 2024 occurrence.

175 Referencing a handout, Mr. Mitchell stated his emailed account of the Tributary Pool
176 incident corroborates Mrs. Miller's statement exactly.

177 Ms. Dena Campagne stated the gentleman in the white t-shirt is her husband and, if he
178 was heated about the conversation, it is because it is not the first time that either of her
179 children were confronted, asked if they reside in the community and asked for their address.
180 She stated that she is part of a group of moms who take turns supervising the boys at the pool
181 and there was parental supervision. In her opinion, what transpired at the pool that day was
182 unfortunate.

183 Resident Michelle Chambers stated her sons are the teens in question. Her children are
184 kind, sweet and friends with many of Mrs. Miller's children. They have never been disrespectful
185 or out of line, if addressed accordingly. She stated that she is an Assistant Principal and her
186 husband works for social services so they are legally responsible to report such incidents to
187 their employers. She stated she has no ill will towards Mrs. Miller or her children.

188 Resident Sherry Mitchell stated she was at the pool when the incident occurred.
189 Residents previously requested a pool monitor but it was never approved. In her opinion,
190 parents do not appreciate other people policing their children and, if a pool monitor was on
191 duty on that day, the incident would not have escalated the way that it did.

192 Resident Keith Howard stated he has a video of the pool incident that was taken by a
193 different resident. He shared the video with the Sherriff's Department and stated that it can be
194 shared with the Board so they can see exactly what happened. He recalled previous suggestions
195 by residents to build a basketball court to engage teenagers so that they are not all at the pool.
196 He urged the Board to be consistent in handling these types of matters.

197 Resident Claudia Clayton stated she witnessed the Tributary Pool incident. She asked if
198 there are cameras around the pool. Mr. Torres replied affirmatively.

199 Mr. Kern asked if the Board can access the video footage. Mr. Haber stated, if Mr.
200 Howard is willing to share the video, the Board can watch it but reminded the Board that, the
201 moment the video is shared with the District, it becomes a public record.

Mr. Kern stated, aside from this specific item that the Board is considering, there are other items on the agenda related to this matter related to managing or “policing” a community. He expressed his opinion that, while it is somewhat unfortunate that the Board must be overbearing with management, there are issues. He asked if the Board can conduct a larger investigation of the May 19, 2024 incident and examine the parties that were involved and determine the extent to which those parties are culpable for their actions. Mr. Haber stated the Board has that ability but, as a unit of government, it must follow due process by sending mailed notices about the incident, including the potential punishment for the alleged violation and provide the accused individual with an opportunity to make their case and voice their disagreement with any action the Board might take.

Ms. Talbert stated the Amenity Policies that everyone agrees to when they are provided access specifically state, if an incident is witnessed it must be reported to Management and, if it was reported, they could have intervened sooner if residents had sent an email or called.

Mr. Kern stated he supports pursuing the identities of the other individuals and continuing to investigate the information prior to making a decision. Mr. Haber stated it should be noted, on the record, that the Board directs Staff to further investigate the matter. He discussed the noticing, information sharing and resolution processes.

Asked what will happen with Mr. Miller’s suspension status, Mr. Haber stated two motions are necessary; one regarding Mr. Miller’s suspension and another directing Staff to further investigate the matter and authorizing a Board Member to coordinate with Staff.

Regarding the suspension, the Board consensus was to maintain Mr. Miller’s suspension until the ongoing police investigation is settled. Mr. Kern stated that the police report constitutes a violation of the CDD Policies and Board would like the opportunity to consider the information as the legal case evolves.

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, directing Staff to continue investigating the May 19, 2024 incident and designating Mr. Cornelison and the Board liaison and authorizing him to coordinate with Staff, in between meetings, to continue the investigation as it relates to any other parties that might have been involved, was approved.

Discussion ensued regarding the outcome of the judicial action against Mr. Miller, when the next Board meeting will be held, the video footage, scheduling a Special Meeting prior to expiration of the 30-day suspension period and issuing new suspensions based on the continued investigation into the matter.

On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, continuing the suspension of Mr. Miller's amenity privileges unless and until the judicial action by Nassau County is dismissed or the Board determines otherwise, based on other factors that may arise, was approved.

Mr. Torres asked if there were any comments on the Sixth through Fourteenth Orders of Business. There were no comments.

SIXTH ORDER OF BUSINESS

Consideration of Coastal Luxury Outdoors Pool Maintenance Proposals

Mr. Torres presented the Coastal Luxury Outdoors Pool Maintenance Proposals, which featured two options; one with chemicals and the other without chemicals. The pool service and chemicals are within the CDD's budget.

Discussion ensued regarding which proposal to accept, bulk chemicals and cost-savings.

On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the Coastal Luxury Outdoors Pool Maintenance Proposals, including chemicals, were approved.

SEVENTH ORDER OF BUSINESS

Review of Pool/Facility Monitor Job Description

Mr. Torres presented the Pool/Facility Monitor Job Description and a handout Proposal from Play Academy, for Facility Monitoring Services, at \$20 per hour.

Asked about Play Academy's credentials, Ms. Arnold stated that vendor has a business license for facility monitoring, it is registered, all instructors are certified and trained in CPR and AED. Play Academy was previously engaged for summer camp activities.

Discussion ensued regarding the Play Academy proposal, staffing, personnel demographics, scope of services of the facility monitor job description, the area to be monitored, weekend and holiday coverage, negotiating a form of agreement and establishing a not-to-exceed amount.

On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, the Play Academy Proposal for Facility Monitor Services, in a not to exceed amount of \$700 per week, designating Staff as the authority to manage the schedule within the not to exceed amount, subject to the Form of Agreement prepared by District Counsel, was approved.

EIGHTH ORDER OF BUSINESS

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

Mr. Torres presented Resolution 2024-08. He reviewed the proposed Fiscal Year 2025 budget, highlighting any line item increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes.

On MOTION by Mr. Cornelison and seconded by Mr. Kern, with all in favor, Resolution 2024-08, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 15, 2024 at 3:00 p.m., at the Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

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

Mr. Torres presented Resolution 2024-09. The following change was made to the Fiscal Year 2025 Meeting schedule:

DATE - June: Insert "June 12, 2025"

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, Resolution 2024-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025, as amended, and Providing for an Effective Date, was adopted.

TENTH ORDER OF BUSINESS

Discussion: Fiscal Year 2024 Meeting Schedule

Mr. Torres recalled a previous discussion about moving the meeting from the Amenity Center into a bigger location, such as the current location, which has a rental cost of \$600 per meeting. The CDD has the flexibility to hold meetings at the Association of Realtors location for \$200 per meeting. Mr. Torres asked for approval to change meeting location for the June 20, August 15, July 18, and September 19, 2024 meetings to the Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, FL 32034.

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, authorizing Staff to change the location of the remaining meetings for Fiscal Year 2024 to the Amelia Island Nassau County Association of Realtors, 910 S 14th St., Fernandina Beach, Florida 32034, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of The Tree Amigos Outdoor Services, Inc. Agreement for Landscape Installation Services

Mr. Torres presented the Tree Amigos Outdoor Services, Inc. Agreement for Landscape Installation Services and the detailed exhibit attached to the proposal.

Discussion ensued regarding landscape installation in Areas 13, 14 and 15.

On MOTION by Mr. Taylor and seconded by Ms. Bock, with all in favor, the Tree Amigos Outdoor Services, Inc. Agreement for Landscape Installation Services, in the amount of \$26,495, was approved.

TWELFTH ORDER OF BUSINESS

**Consideration of Vak Pak Quote #51098
[Tributary Quarterly Predictive
Maintenance Inspection and Report
Preparation, Per Visit \$862.16]**

Mr. Torres presented Vak Pak Quote #51098 for Tributary Quarterly Predictive Maintenance Inspection and Report Preparation, in the amount of \$862.16 per visit, for maintenance of the pool pump and pool filtration system.

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the Vak Pak Quote #51098 for Tributary Quarterly Predictive Maintenance Inspection and Report Preparation, in the amount of \$862.16 per visit, was approved.

THIRTEENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of March 31, 2024**

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

FOURTEENTH ORDER OF BUSINESS

**Approval of April 18, 2024 Public Hearing
and Regular Meeting Minutes**

On MOTION by Mr. Kern and seconded by Mr. Taylor, with all in favor, the April 18, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

FIFTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Haber stated that negotiations on a form of agreement for Traffic Enforcement on CDD-owned roads is underway with Counsel for the Nassau County Sheriff's Office. He hopes to have the agreement in place prior to the next meeting.

B. District Engineers: Dominion Engineering Group, Inc.

- Discussion: Speed Limit along Spoonbill and Estuary Way**

Mr. Shaffer discussed State Road 200, connector roads inside the CDD, stop signs, speed limit signs, the roundabout on Estuary Way and local road Spoonbill Lane. He cautioned against

installing traffic stops on Estuary Way, which is a connector road, as that would impede the flow of traffic. He recommended posting speed signs in the CDD.

Discussion ensued regarding a not to exceed amount for speed limit signage.

On MOTION by Mr. Kern and seconded by Mr. Cornelison, with all in favor, procuring and posting speed limit signs around the CDD, in a not to exceed amount of \$3,000, and designating Mr. Cornelison to coordinate with the District Engineer regarding signage for traffic control, was approved.

C. Property Manager: Castle Group

Mr. McMahon stated that Micheal is no longer with Castle Group; however, he and Ms. Talbert are always on site. He discussed replacement of the backflow valve at the Amenity Center, the mag lock on the gym door, the downspouts, the new janitorial service, the pickleball court cover, cameras at the pool, pressure washing and the condition of the property.

D. Lifestyle Director: OnPlace, LLC

Ms. Arnold stated the lifestyle team is excited for the summer season; the summer party event, including a happy hour and meet-up, is slated for June.

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**

Supervisors Bock, Taylor, Cornelison and Odom confirmed their attendance at the June 20, 2024 meeting. Supervisor Kern was unsure if he can attend.

SIXTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

SEVENTEENTH ORDER OF BUSINESS

Public Comments

Resident Kathleen Frances asked about prohibiting what, in her opinion, is vulgar music at the pool and ask if the CDD is in charge of streetlights.

421 Resident David Mitchell commented that the community is growing but the amenity
422 center is the same size. He asked if there are plans for construction of additional amenities.

423 Resident Shane Parsons voiced his concerns about security at the pool. In his opinion, it
424 seems that it has become unsafe, as the CDD grows. He expressed his opinion that the front of
425 the CDD is well-kept but the rear of the community is not; he thinks it has excessive weeds and
426 dirty sidewalks. He asked if something will be done to address the maintain those areas.

427 Resident Alli Parsons asked which entity is responsible for the storm drains and sod
428 replacement after construction. In her opinion, the storm drains are dirty and the sod needs to
429 be replaced at the mailbox areas on White Rabbit Lane.

430 Resident Claudia Clayton asked if copies of the meeting minutes are available ahead of
431 the meetings, if the CDD budget will impact the HOA annual fees, if the funds collected for the
432 summer camp are in the CDD budget, if some of those funds can be used to offset the facilities
433 monitoring expense, how Board Members elected/appointed and how the Board transitions to
434 being resident-controlled. She voiced her opinion that microphones are important in CDD
435 meetings and that speakers should speak in a slow, clear and concise manner for the audio
436 recording. She thanked the Board and Staff for holding the meeting and acknowledging resident
437 concerns and questions.

438 Resident Dena Howard asked what entity maintains the pond with the overflow and
439 beaver dam, which is behind her home. She thinks it should be addressed as it is almost
440 hurricane season.

441 Resident Carol Sauls stated the street sign near her home has been down for almost
442 three months. She asked when will it be re-installed.

443 Resident Marge Garry commented about speeding and reported that a resident on
444 Saffron and Sunberry has a been killing ducks in his backyard with a bow and arrow and a gun.

445 Resident Keith Howard asked for the definition of the term “egregious behavior” in the
446 Amenity Center Rules and Regulations handbook. He discussed the teenagers in the CDD, the
447 basketball courts, cost of the coffee service in the amenity center, the pool facility monitor and
448 an OnPlace employee who he thinks exercised poor judgement and caused division in the
449 neighborhood.

450 Resident Ken Bowman asked if the speed limit on Estuary Way can be lowered as he
451 believes there is rampant speeding in the area.

Resident Dave Buchanan thanked Ms. Talbert for doing a great job. He asked for an update on the development of running trails.

Resident Maura Lombardo discussed the need for traffic control at the roundabout and asked the Board to install two additional speed bumps.

A resident stated that she is a teenager and voiced her opinion that there is very little for teenagers to do in the community and that there should be more activities for teens.

A resident concurred with a prior comment that there should be more amenities for residents, as the CDD is growing. The resident called for the firing of an OnPlace staffer.

Resident Jose Morales discussed the incident for which his amenity privileges were suspended and his subsequent arrest after an altercation with a staffer. He stated the OnPlace employee who is involved in the case basically ruined his life. He opined that she is a liar and should be banned from the CDD. He voiced his concern for the safety of his five-year old son who might be targeted and requested video footage from the amenity center showing all that he had done to bring the community together.

Resident Jenna Harris stated that the black tarp in the playground needs more mulch to cover the area and the metal hooks on the playground equipment are coming undone and need to be bent back so children do not get hurt.

Resident Sheryll Sullivan stated she has been working with the post office because the mailbox is broken and she has trouble getting her mail.

Resident Mike Jakobs asked if the Board will address patio rentals.

Mr. Kern urged attendees to email their questions, concerns and issues in between meetings so that they can be addressed sooner. The CDD website lists the Board's and Staff's contact information.

Mr. Kern and Staff issued the following responses to resident questions:

- OnPlace will control the music, which should be appropriate for all residents.
- Streetlights are owned and operated by Florida Power & Light (FPL); Staff can assist with brightness in specific areas.
- There are plans to expand the amenity programs or facilities as the community grows.
- Castle Group is the HOA Management Company and are well-aware of the issues mentioned.
- Mr. Cornelison will make sure that the storm drains are cleaned.

- 483 ➤ The Board is examining options to prevent vehicles from driving up to the mailboxes and
484 damaging the sod and is considering alternate locations for mailboxes. Most of the mailboxes
485 throughout Tributary were purchased by the CDD. There is an agreement with the USPS to
486 service the mailboxes. Lennar is responsible for the operation and maintenance (O&M) of the
487 mailboxes on Lakeview.
- 488 ➤ The CDD Board has no impact on HOA fees and the CDD budget that was approved
489 today meeting is related to the CDD O&M expenses.
- 490 ➤ Mr. Kern and Mr. Torres discussed the Board transition process.
- 491 ➤ Ms. Talbert is working on the pond with the beaver dam and the damaged street sign.
- 492 ➤ The Board will continue working on and evaluating traffic control methods to deter
493 speeding.
- 494 ➤ Regarding the trail system, the CDD recently received one permit for the trail system
495 and is awaiting a County permit.
- 496 ➤ Exposed metal and hooks at the playground will be addressed.
- 497 ➤ There has been no change to the patio rental policy; it is first-come-first-serve.
- 498 ➤ Mr. McMahon stated he appreciates the comment on the lack of activities for
499 teenagers. Staff will see what they can do to add or supplement the programming for
500 teenagers. The area that is being cleared near the Amenity Center is for event programming
501 and not just parking. Basketball courts are being considered.
- 502 ➤ The Board and Staff will circulate surveys for program feedback.
- 503 ➤ Mr. Cornelison will look into pothole repair on the multi-use path.
- 504

EIGHTEENTH ORDER OF BUSINESS**Adjournment**

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506
507 **On MOTION by Mr. Taylor and seconded by Mr. Cornelison, with all in favor,**
508 **the meeting adjourned at 4:47 p.m.**
509
510
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512 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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517

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 ¹ <i>rescheduled to June 27, 2024</i>	Regular Meeting	3:00 PM
June 27, 2024 ¹	Regular Meeting	2:00 PM
July 18, 2024 ¹	Regular Meeting	3:00 PM
August 15, 2024 ¹	Regular Meeting	3:00 PM
September 19, 2024 ¹	Regular Meeting	3:00 PM