

THREE RIVERS

**COMMUNITY DEVELOPMENT
DISTRICT**

December 10, 2024

BOARD OF SUPERVISORS

**SPECIAL 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

December 3, 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 Special Meeting on December 10, 2024 at 1:00 p.m., at The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Newly Elected Supervisors (Brad Odom - Seat 1, Joe Cornelison - Seat 2, Rose Bock - Seat 4) *(the following to be provided in a separate package)*
 - A. Required Ethics Training and Disclosure Filing
 - Sample Form 1 2023/Instructions
 - B. Membership, Obligations and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes; and Providing for an Effective Date
5. Consideration of Resolution 2025-02, Electing and Removing Officers of the District, and Providing for an Effective Date
6. Consent Agenda
 - A. Consideration/Ratification of Requisition(s): Refunding Bond, Series 2023

- | | | |
|-------|---|---------------|
| I. | Number 70: Dock Medics of Florida | [\$35,235.00] |
| II. | Number 71: England-Thims & Miller, Inc. | [\$11,904.50] |
| III. | Number 72: Ring Power Corporation | [\$7,778.75] |
| IV. | Number 73: Vallencourt Construction Co., Inc. | [\$11,270.72] |
| V. | Number 74: Vallencourt Construction Co., Inc. | [\$39,948.07] |
| VI. | Number 75: Kutak Rock LLP | [\$2,280.00] |
| VII. | Number 76: England-Thims & Miller, Inc. | [\$19,766.75] |
| VIII. | Number 77: England-Thims & Miller, Inc. | [\$17,408.25] |
| IX. | Number 78: England-Thims & Miller, Inc. | [\$37,760.58] |
- B. Ratification Item(s)
- | | |
|------|--|
| I. | Sitex Aquatics, LLC Second Amendment to Agreement for Lake Management Services |
| II. | ECS Florida, LLC Proposal for Subsurface Exploration and Geotechnical Engineering Services [Tributary Amenity - Pump House] |
| III. | Agreement Between the Three Rivers Community Development District and Vallencourt Construction Company, Inc., for Post Completion Final Asphalt Lift [Tributary Unit 5] |
| IV. | Agreement Between the Three Rivers Community Development District and Vallencourt Construction Company, Inc., for Post Completion Final Asphalt Lift & Curb Repairs [Tributary Unit 6] |
| V. | Vallencourt Construction Co., Inc - Perform and Payment Bond [Public Work] |
7. Review of Proposals for Landscape & Irrigation Maintenance Services
- | | |
|----|---|
| A. | Respondents |
| B. | Ranking/Evaluation |
| C. | Authorization to Negotiate and Finalize Contract(s) |
8. Acceptance of Unaudited Financial Statements as of October 31, 2024
9. Approval of Minutes
- | | |
|----|--|
| A. | August 15, 2024 Public Hearing and Regular Meeting |
| B. | November 5, 2024 Landowners' Meeting |

10. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineers: *Dominion Engineering Group, Inc. and ETM*
- C. Property Manager: *Castle Group*
- D. Lifestyle Director: *OnPlace, LLC*
- E. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: January 16, 2025 at 3:00 PM [*Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126), 76346 William Burgess Boulevard, Yulee, Florida 32097*]

○ 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 |

11. Board Members' Comments/Requests

12. Public Comments

13. Adjournment

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

Sincerely,



Ernesto Torres
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

4

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners' meeting is required to be held within 90 days of the District's creation and every two (2) years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held at which the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

| BOARD OF SUPERVISORS | SEAT | VOTES |
|----------------------|--------|-----------|
| Brad Odom | Seat 1 | 900 Votes |
| Joe Cornelison | Seat 2 | 900 Votes |
| Rose Bock | Seat 4 | 850 Votes |

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

| BOARD OF SUPERVISORS | SEAT | TERM OF OFFICE |
|----------------------|--------|----------------|
| Brad Odom | Seat 1 | 4-Year Term |
| Joe Cornelison | Seat 2 | 4-Year Term |
| Rose Bock | Seat 4 | 2-Year Term |

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 10th day of December, 2024

Attest:

**THREE RIVERS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THREE RIVERS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective December 10, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of December 10, 2024:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Ernesto Torres is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 10TH DAY OF DECEMBER, 2024.

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

CONSENT
AGENDA

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6A1

**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: **70**
- (2) Name of Payee pursuant to Acquisition Agreement:
Dock Medics of Florida
7645 Gate Pkwy, Suite 201
Jacksonville, FL 32256
- (3) Amount Payable: **\$ 35,235.00**
- (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): **Handrails in Tributary Unit 10 - Invoice 07312024**
- (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;

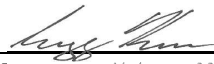
4. each disbursement represents a Cost of the Project which has not previously been paid.

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



Jacksonville, FL
(904) 619-8826
dockmedicsfl.com
CBC 1254613
EC 13010192

Invoice 07312024

7/31/2024

Customer: Three River Community Development District
2300 Glades Rd Suite 410 W

Address: Tributary Unit 10

Re: Composite Handrails

: Design/Build approximately 405' of composite handrail.

Project Cost: \$ 35,235

• Boatlift Maintenance, Repairs and Conversions • Piling Refurbishing • Bulkhead Repairs • Dock Repairs and Sealing • Floating Docks and Drive on Lifts • A full range of waterfront services, including new construction

2023 ACQUISITION AND CONSTRUCTION 70 - Doc Medics

Final Audit Report

2024-08-02

| | |
|-----------------|--|
| Created: | 2024-08-01 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAApR5VlbxgOMrPVYDVYCb6i0NFXTdMLChd |

"2023 ACQUISITION AND CONSTRUCTION 70 - Doc Medics" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-08-01 - 7:50:47 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-08-01 - 7:50:52 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-08-02 - 12:39:40 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-08-02 - 12:40:52 PM GMT - Time Source: server
-  Agreement completed.
2024-08-02 - 12:40:52 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6A11

**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: **71**
- (2) Name of Payee pursuant to Acquisition Agreement:
England-Thims & Miller, Inc.
First Citizens
ABA Routing #053100300
Jacksonville, FL
Account #9061592290 - England, Thims & Miller, Inc.
- (3) Amount Payable: **\$ 11,904.50**
- (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 215041 (July 2024) Master Site Planning (WA#7) | \$ 3,451.00 |
| Invoice 215045 (July 2024) Edwards Road Water Main CEI Services (WA#9) | \$ 787.50 |
| Invoice 215072 (July 2024) Unit 10 CEI Services (WA#15) | \$ 3,150.50 |
| Invoice 215051 (July 2024) Unit 15 CEI Services (WA#18) | \$ 4,515.50 |
| TOTAL REQUISITION | \$ 11,904.50 |

- (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.

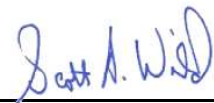
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

August 02, 2024

Invoice No: 215041

Total This Invoice \$3,451.00

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

Professional Services rendered through July 27, 2024

Phase 01 Master Site Planning

Labor

| | | | Hours | Rate | Amount |
|-------------------------|-----------|--|-------|--------|-----------------|
| Sr. Landscape Architect | | | | | |
| Clark, Ryan | 7/27/2024 | | 7.50 | 184.00 | 1,380.00 |
| Totals | | | 7.50 | | 1,380.00 |
| Total Labor | | | | | 1,380.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 1,380.00 | 27,053.00 | 28,433.00 |
| Limit | | | 30,000.00 |
| Remaining | | | 1,567.00 |

Total this Phase \$1,380.00

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 | 7/13/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 7/27/2024 | | 1.00 | 335.00 | 335.00 |
| Project Manager | | | | | |
| Milligan, Neal | 4/27/2024 | | 1.50 | 200.00 | 300.00 |
| Milligan, Neal | 7/13/2024 | | 1.00 | 200.00 | 200.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 7/13/2024 | | .50 | 175.00 | 87.50 |
| Horrell, Nicholas | 7/27/2024 | | .50 | 175.00 | 87.50 |
| Sr. Planner/Planning Manager | | | | | |
| Dendor, Casey | 4/27/2024 | | .50 | 200.00 | 100.00 |
| Dendor, Casey | 5/11/2024 | | 1.00 | 200.00 | 200.00 |

| | | | | | |
|-------------------------|-----------|------|--------|----------|----------|
| Dendor, Casey | 7/13/2024 | .50 | 200.00 | 100.00 | |
| Dendor, Casey | 7/20/2024 | .25 | 200.00 | 50.00 | |
| Sr. Landscape Architect | | | | | |
| Clark, Ryan | 7/27/2024 | 1.50 | 184.00 | 276.00 | |
| Totals | | 9.25 | | 2,071.00 | |
| Total Labor | | | | | 2,071.00 |

| | | | | |
|----------------|----------|------------------|-----------|------------|
| Billing Limits | Current | Prior | To-Date | |
| Total Billings | 2,071.00 | 23,790.50 | 25,861.50 | |
| Limit | | | 30,000.00 | |
| Remaining | | | 4,138.50 | |
| | | Total this Phase | | \$2,071.00 |

| | | | | |
|-------|----|----------|--------------------|------------|
| Phase | XP | Expenses | | |
| | | | Total this Phase | 0.00 |
| | | | Total This Invoice | \$3,451.00 |

| | | | | |
|----------------------|----------|----------|---------------|------------|
| Outstanding Invoices | | | | |
| Number | Date | Balance | | |
| 214565 | 7/5/2024 | 6,107.75 | | |
| Total | | 6,107.75 | | |
| | | | Total Now Due | \$9,558.75 |

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

August 02, 2024

Invoice No: 215045

Total This Invoice \$787.50

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

Professional Services rendered through July 27, 2024

Phase 01 Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|--------------------|-----------|--|-------|--------|---------------|
| Engineer | | | | | |
| Horrell, Nicholas | 7/20/2024 | | 1.00 | 175.00 | 175.00 |
| Horrell, Nicholas | 7/27/2024 | | 3.50 | 175.00 | 612.50 |
| Totals | | | 4.50 | | 787.50 |
| Total Labor | | | | | 787.50 |

| Billing Limits | Current | Prior | To-Date |
|-----------------------|----------------|--------------|----------------|
| Total Billings | 787.50 | 20,028.75 | 20,816.25 |
| Limit | | | 25,000.00 |
| Remaining | | | 4,183.75 |

Total this Phase \$787.50

Phase 02 Owner Requested Plan Revisions

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

Total this Phase 0.00

Phase 03 RFP Process

| Billing Limits | Current | Prior | To-Date |
|-----------------------|----------------|--------------|----------------|
| Total Billings | 0.00 | 4,964.00 | 4,964.00 |
| Limit | | | 5,000.00 |
| Remaining | | | 36.00 |

Total this Phase 0.00

Phase 04 Reimbursable Expenses

Total this Phase 0.00

Total This Invoice \$787.50

Outstanding Invoices

| Number | Date | Balance | | |
|--------|-----------|----------|---------------|------------|
| 214057 | 5/29/2024 | 1,841.50 | | |
| 214576 | 7/5/2024 | 2,840.25 | | |
| Total | | 4,681.75 | Total Now Due | \$5,469.25 |

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

August 03, 2024

Invoice No: 215072

Total This Invoice \$3,150.50

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

Professional Services rendered through July 27, 2024

Phase 01 Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|------------------------------------|-----------|--|-------|--------|-----------------|
| Project Manager | | | | | |
| Harris, Thomas | 7/6/2024 | | .75 | 200.00 | 150.00 |
| Harris, Thomas | 7/20/2024 | | 1.00 | 200.00 | 200.00 |
| Harris, Thomas | 7/27/2024 | | .50 | 200.00 | 100.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 7/13/2024 | | 2.00 | 175.00 | 350.00 |
| Horrell, Nicholas | 7/20/2024 | | 1.00 | 175.00 | 175.00 |
| Horrell, Nicholas | 7/27/2024 | | 8.00 | 175.00 | 1,400.00 |
| CEI Project Manager/Project Admin. | | | | | |
| Donchez, James | 7/6/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 7/13/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 7/20/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 7/27/2024 | | .50 | 184.00 | 92.00 |
| CEI Sr. Inspector | | | | | |
| Brooks, Jeffrey | 7/27/2024 | | 2.50 | 163.00 | 407.50 |
| Totals | | | 17.75 | | 3,150.50 |
| Total Labor | | | | | 3,150.50 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 3,150.50 | 59,855.00 | 63,005.50 |
| Limit | | | 65,520.00 |
| Remaining | | | 2,514.50 |

Total this Phase \$3,150.50

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 | | | | | \$3,150.50 |

| | | | | | |
|-----------------------------|--|-------------|-----------------|-------------------|--|
| Outstanding Invoices | | | | | |
| Number | | Date | Balance | | |
| 214588 | | 7/5/2024 | 5,674.25 | | |
| Total | | | 5,674.25 | | |
| Total Now Due | | | | \$8,824.75 | |

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

August 02, 2024

Invoice No: 215051

Total This Invoice \$4,515.50

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

Professional Services rendered through July 27, 2024

Phase 01. Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|------------------------------------|-----------|--|-------|--------|-----------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 7/13/2024 | | 1.50 | 335.00 | 502.50 |
| Wild, Scott | 7/20/2024 | | 2.00 | 335.00 | 670.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 6/8/2024 | | 1.00 | 175.00 | 175.00 |
| Horrell, Nicholas | 7/13/2024 | | 3.00 | 175.00 | 525.00 |
| Horrell, Nicholas | 7/20/2024 | | 1.00 | 175.00 | 175.00 |
| Horrell, Nicholas | 7/27/2024 | | 3.50 | 175.00 | 612.50 |
| CEI Project Manager/Project Admin. | | | | | |
| Donchez, James | 7/6/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 7/13/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 7/20/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 7/27/2024 | | .50 | 184.00 | 92.00 |
| CEI Sr. Inspector | | | | | |
| Brooks, Jeffrey | 7/6/2024 | | .50 | 163.00 | 81.50 |
| Brooks, Jeffrey | 7/13/2024 | | 2.00 | 163.00 | 326.00 |
| Engineering/Landscape Designer | | | | | |
| Kern, Dulyma | 6/1/2024 | | 2.00 | 140.00 | 280.00 |
| Kern, Dulyma | 6/15/2024 | | 2.00 | 140.00 | 280.00 |
| Totals | | | 20.50 | | 3,995.50 |
| Total Labor | | | | | 3,995.50 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 3,995.50 | 24,108.50 | 28,104.00 |
| Limit | | | 69,108.00 |
| Remaining | | | 41,004.00 |

Total this Phase \$3,995.50

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 | | |
|-------|-----|--------------------------------|--|--|

| Labor | | | Hours | Rate | Amount |
|--------------------------------|-----------|--|-------|--------|--------|
| Project Manager | | | | | |
| Milligan, Neal | 7/13/2024 | | .50 | 200.00 | 100.00 |
| Engineering/Landscape Designer | | | | | |
| Dreher, Al | 6/8/2024 | | 1.00 | 140.00 | 140.00 |
| Dreher, Al | 6/22/2024 | | 1.50 | 140.00 | 210.00 |
| Dreher, Al | 6/29/2024 | | .50 | 140.00 | 70.00 |
| Totals | | | 3.50 | | 520.00 |
| Total Labor | | | | | 520.00 |

| Billing Limits | Current | Prior | To-Date |
|------------------|---------|--------|-----------|
| Total Billings | 520.00 | 850.00 | 1,370.00 |
| Limit | | | 10,000.00 |
| Remaining | | | 8,630.00 |
| Total this Phase | | | \$520.00 |

| | | | | |
|-------|-----|-----------------------|--|--|
| Phase | 04. | Reimbursable Expenses | | |
|-------|-----|-----------------------|--|--|

| Billing Limits | Current | Prior | To-Date |
|--------------------|---------|-------|--------------------------|
| Total Billings | 0.00 | 0.00 | 0.00 |
| Limit | | | 500.00 |
| Remaining | | | 500.00 |
| Total this Phase | | | 0.00 |
| Total This Invoice | | | <u><u>\$4,515.50</u></u> |

| Outstanding Invoices | | | |
|----------------------|----------|----------|------------|
| Number | Date | Balance | |
| 214589 | 7/5/2024 | 4,650.00 | |
| Total | | 4,650.00 | |
| Total Now Due | | | \$9,165.50 |

2023 ACQUISITION AND CONSTRUCTION 71 - ETM (July)

Final Audit Report

2024-08-09

| | |
|-----------------|--|
| Created: | 2024-08-09 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAApR5VlbxgOMrPVYDVYCb6i0NFXTdMLChd |

"2023 ACQUISITION AND CONSTRUCTION 71 - ETM (July)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-08-09 - 1:50:47 PM GMT
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2024-08-09 - 1:50:52 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2024-08-09 - 2:39:40 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-08-09 - 2:40:52 PM GMT - Time Source: server
-  Agreement completed.
2024-08-09 - 2:40:52 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AIII

**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: **72**
- (2) Name of Payee pursuant to Acquisition Agreement:
Ring Power Corporation
PO Box 935004
Atlanta, GA 31193-5004
- (3) Amount Payable: **\$ 7,778.75**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable): **Generator - Tributary Unit 10 - Invoice 00SE09987643**
- (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

Ring Power™

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

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

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

INVOICE

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

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

| INVOICE NUMBER | INVOICE DATE | SHIP VIA | DATE SHIPPED | CUSTOMER'S P.O. # | ACCOUNT | PAGE |
|----------------|---------------|-------------|--------------|-------------------|---------|--------|
| 00SE09987643 | 08-29-24 | | 02-27-24 | TRCDD-007 | 025236 | 1 |
| QUANTITY | SERIAL NUMBER | DESCRIPTION | | | | AMOUNT |

PAYMENT OF THIS INVOICE IS DUE ON 09/08/2024

1.0 EQUIPMENT SALE (BM) REF: Z4037702
PROJ: 221438S (JEA TRIBUTARY UNIT 10 LS / 50KW) 7778.75

FINAL BILLING OF PROJECT:

JOB ID: 22-1438

ID NO: E220011H SERIAL NO: CN301167

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

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

CONTRACT PRICE W/O TAXES: \$ 155,575.00
LESS PREVIOUS BILLING:
(00SE09485105 DTD 02/28/2024) \$ 147,796.25
BALANCE DUE: (5%) \$ 7,778.75

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

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

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

Filename=EM17600010 - Formtype=MI-FS

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

PAY THIS AMOUNT

7778.75

ORIGINAL

Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 72 - Ring Power (002)

Final Audit Report

2024-09-16

| | |
|-----------------|--|
| Created: | 2024-09-16 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAACFQ7Yv8V05kTSSs_V_vtRFie90m4WiEo |

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 72 - Ring Power (002)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-09-16 - 12:28:00 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-09-16 - 12:28:05 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-09-16 - 12:46:07 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-09-16 - 12:46:27 PM GMT - Time Source: server
-  Agreement completed.
2024-09-16 - 12:46:27 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AIV

**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: **73**
- (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: **\$ 11,270.72**
- (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. 13 (July 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: 07/01/2024

Period To: 07/31/2024

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 #: 13

Attn.: Scott Wild

Project Description: **TRIBUTARY UNIT 15**

Yulee, FL

| | | |
|----------------------------------|----|--------------|
| ORIGINAL CONTRACT AMOUNT..... | \$ | 5,361,937.15 |
| CHANGE ORDERS TO DATE..... | \$ | -744,740.29 |
| REVISED CONTRACT AMOUNT..... | \$ | 4,617,196.86 |
| PERCENTAGE COMPLETE.....99.09% | | |
| WORK COMPLETE TO DATE..... | \$ | 4,575,146.25 |
| STORED MATERIALS..... | \$ | 0.00 |
| TOTAL COMPLETED & STORED..... | \$ | 4,575,146.25 |
| LESS RETAINAGE..... | \$ | 228,757.50 |
| TOTAL EARNED LESS RETAINAGE..... | \$ | 4,346,388.75 |
| LESS PREVIOUS BILLINGS..... | \$ | 4,335,118.03 |
| CURRENT DUE..... | \$ | 11,270.72 |

| Account Summary: | Sales | Sales |
|------------------|-------------|--------------|
| | This Period | To Date |
| Gross: | 11,863.93 | 4,575,146.25 |
| Retainage: | 593.21 | 228,757.50 |
| Net: | 11,270.72 | 4,346,388.75 |



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

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 |
| | | \$125,847.87 | \$-592,959.36 |
| Approved this Month | | | |
| Number | Date Approved | | |
| 10001 | 07/29/2024 | | -94,570.00 |
| 50100 | 07/29/2024 | | -185,510.00 |
| 50101 | 07/22/2024 | 2,451.20 | |
| TOTALS | | \$2,451.20 | \$-280,080.00 |
| Net change by Change Orders | | | \$-744,740.29 |

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

CONTRACTOR: Vallencourt Construction Co. Inc.

Tim Gaddis Jr, Senior Project Manager

By: *Tim Gaddis Jr*

Date: 07/29/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....

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

ENGINEER: *[Signature]*

By: *[Signature]*

Date: 9/26/2024

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.

\$ 11,270.72

| 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) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | | | BALANCE TO FINISH (C-G) | |
| | | | | | | | | |
| | General Conditions | \$101,181.11 | \$96,337.39 | \$2,906.23 | \$0.00 | \$99,243.62 | 98.09% | \$4,962.18 |
| 100 | General Conditions | \$96,874.42 | \$92,030.70 | \$2,906.23 | \$0.00 | \$94,936.93 | 98.00% | \$4,746.85 |
| 104 | Construction Entrance | \$4,306.69 | \$4,306.69 | \$0.00 | \$0.00 | \$4,306.69 | 100.00% | \$215.33 |
| | Bonds | \$58,448.94 | \$58,448.94 | \$0.00 | \$0.00 | \$58,448.94 | 100.00% | \$2,922.45 |
| 201 | Payment & Performance Bonds | \$58,448.94 | \$58,448.94 | \$0.00 | \$0.00 | \$58,448.94 | 100.00% | \$2,922.45 |
| | NPDES | \$42,716.55 | \$42,030.90 | \$685.65 | \$0.00 | \$42,716.55 | 100.00% | \$2,135.83 |
| 300 | NPDES Permit Compliance | \$32,911.20 | \$32,225.55 | \$685.65 | \$0.00 | \$32,911.20 | 100.00% | \$1,645.56 |
| 601 | Silt Fence Type III (Regular) | \$9,805.35 | \$9,805.35 | \$0.00 | \$0.00 | \$9,805.35 | 100.00% | \$490.27 |
| | Survey & As-Builts | \$43,948.33 | \$40,507.29 | \$1,588.19 | \$0.00 | \$42,095.48 | 95.78% | \$2,104.84 |
| 400 | Surveying | \$22,688.43 | \$22,688.43 | \$0.00 | \$0.00 | \$22,688.43 | 100.00% | \$1,134.42 |
| 500 | Paving And Drainage As-Builts | \$5,293.97 | \$3,970.50 | \$529.40 | \$0.00 | \$4,499.90 | 85.00% | \$225.04 |
| 500 | Water, Sewer, And Reuse As-Builts | \$10,587.93 | \$8,470.36 | \$1,058.79 | \$0.00 | \$9,529.15 | 90.00% | \$476.46 |
| 500 | Lot As-Builts | \$5,378.00 | \$5,378.00 | \$0.00 | \$0.00 | \$5,378.00 | 100.00% | \$268.92 |
| | Pond Excavation | \$453,581.70 | \$453,581.70 | \$0.00 | \$0.00 | \$453,581.70 | 100.00% | \$22,679.09 |
| 1001 | Dewater for Pond | \$32,058.78 | \$32,058.78 | \$0.00 | \$0.00 | \$32,058.78 | 100.00% | \$1,602.94 |
| 1002 | Pond Excavation From Unit 10 | \$201,651.12 | \$201,651.12 | \$0.00 | \$0.00 | \$201,651.12 | 100.00% | \$10,082.56 |
| 1002 | Pond Excavation From Unit 15 | \$219,871.80 | \$219,871.80 | \$0.00 | \$0.00 | \$219,871.80 | 100.00% | \$10,993.59 |
| | Earthwork | \$1,734,055.29 | \$1,721,700.09 | \$6,177.60 | \$0.00 | \$1,727,877.69 | 99.64% | \$86,393.90 |
| 1104 | Strip & Bury Topsoil | \$193,919.44 | \$193,919.44 | \$0.00 | \$0.00 | \$193,919.44 | 100.00% | \$9,695.97 |
| 1109 | Place & Compact Fill | \$322,606.53 | \$322,606.53 | \$0.00 | \$0.00 | \$322,606.53 | 100.00% | \$16,130.33 |
| 1109 | Place & Compact Fill (Roadway) | \$22,824.43 | \$22,824.43 | \$0.00 | \$0.00 | \$22,824.43 | 100.00% | \$1,141.22 |
| 1110 | Earthwork Density Testing | \$26,072.35 | \$26,072.35 | \$0.00 | \$0.00 | \$26,072.35 | 100.00% | \$1,303.61 |
| 1111 | Purchase Fill Material | \$922,972.52 | \$922,972.52 | \$0.00 | \$0.00 | \$922,972.52 | 100.00% | \$46,148.63 |
| 1113 | Remove/Replace Unsuitables | \$151,532.22 | \$151,532.22 | \$0.00 | \$0.00 | \$151,532.22 | 100.00% | \$7,576.62 |
| 1118 | Final Dressout | \$94,127.80 | \$81,772.60 | \$6,177.60 | \$0.00 | \$87,950.20 | 93.44% | \$4,397.52 |
| | Grassing | \$70,260.17 | \$63,185.03 | \$7,075.14 | \$0.00 | \$70,260.17 | 100.00% | \$3,513.01 |
| 1202 | Site Grassing | \$18,230.36 | \$18,230.36 | \$0.00 | \$0.00 | \$18,230.36 | 100.00% | \$911.52 |
| 1205 | ROW Grassing | \$7,075.14 | \$0.00 | \$7,075.14 | \$0.00 | \$7,075.14 | 100.00% | \$353.76 |
| 1203 | Pond Sod | \$16,474.59 | \$16,474.59 | \$0.00 | \$0.00 | \$16,474.59 | 100.00% | \$823.73 |
| 1207 | Lot Grassing | \$28,480.08 | \$28,480.08 | \$0.00 | \$0.00 | \$28,480.08 | 100.00% | \$1,424.00 |
| | Subsoil Stabilization | \$108,660.15 | \$108,660.15 | \$0.00 | \$0.00 | \$108,660.15 | 100.00% | \$5,433.01 |
| 1302 | Subgrade for Sidewalk | \$2,814.75 | \$2,814.75 | \$0.00 | \$0.00 | \$2,814.75 | 100.00% | \$140.74 |
| 1304 | Subsoil Stabilization (Pavement Areas) | \$105,845.40 | \$105,845.40 | \$0.00 | \$0.00 | \$105,845.40 | 100.00% | \$5,292.27 |
| | Base | \$174,096.86 | \$174,096.86 | \$0.00 | \$0.00 | \$174,096.86 | 100.00% | \$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% | \$8,704.84 |

Three Rivers CDD
TRIBUTARY UNIT 15

Yulee, FL

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
VCC PROJECT #:

13
07/29/2024
07/31/2024
202310

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D | | E | | F MATERIALS PRESENTLY STORED (NOT IN D OR E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G+C) | H BALANCE TO FINISH (C-G) | I RETAINAGE |
|------------------|--|-------------------------|---------------------------------------|-------------------------------|---------------------|---------------|---|---|----------------|------------------------------------|--------------------|
| | | | FROM PREVIOUS APPLICATION (D+E) | WORK COMPLETED THIS PERIOD | | | | | | | |
| | Asphalt | \$84,942.74 | \$84,942.74 | \$0.00 | \$0.00 | \$0.00 | \$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 | \$80,254.60 | \$0.00 | \$0.00 | \$0.00 | \$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 | \$0.00 | \$0.00 | \$4,688.14 | 100.00% | \$0.00 | \$234.41 |
| | Concrete | \$99,917.95 | \$99,917.95 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$99,917.95 | 100.00% | \$0.00 | \$4,995.91 |
| 1804 | 18" Miami Curb & Gutter | \$64,821.05 | \$64,821.05 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$64,821.05 | 100.00% | \$0.00 | \$3,241.06 |
| 2000 | Sidewalks | \$35,096.90 | \$35,096.90 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$35,096.90 | 100.00% | \$0.00 | \$1,754.85 |
| | Retaining Walls | \$392,973.30 | \$392,973.30 | \$0.00 | \$0.00 | \$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 | \$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 | \$0.00 | \$0.00 | \$37,144.80 | 100.00% | \$0.00 | \$1,857.24 |
| | Storm | \$605,540.48 | \$594,961.38 | \$0.00 | \$0.00 | \$0.00 | \$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 | \$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 | \$0.00 | \$0.00 | \$507,631.76 | 100.00% | \$0.00 | \$25,381.59 |
| 3077 | Underdrain Stubbs from Inlets | \$22,360.00 | \$22,360.00 | \$0.00 | \$0.00 | \$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 | \$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 | \$0.00 | \$0.00 | \$17,627.60 | 62.49% | \$10,579.10 | \$881.39 |
| 3280 | TV Storm Drain | \$10,527.54 | \$10,527.54 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$10,527.54 | 100.00% | \$0.00 | \$526.38 |
| | Sanitary Sewer | \$399,336.44 | \$387,731.21 | \$0.00 | \$0.00 | \$0.00 | \$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 | \$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 | \$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 | \$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 | \$0.00 | \$0.00 | \$11,597.60 | 49.98% | \$11,605.23 | \$579.88 |
| 4146 | TV Test Sewer Main | \$14,414.34 | \$14,414.34 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$14,414.34 | 100.00% | \$0.00 | \$720.72 |
| | Water Main | \$352,022.87 | \$342,004.82 | \$6,228.91 | \$6,228.91 | \$0.00 | \$0.00 | \$348,233.73 | 98.92% | \$3,789.14 | \$17,411.70 |
| 7000 | Water Main Installed (All sizes/types) | \$271,737.00 | \$271,737.00 | \$0.00 | \$0.00 | \$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 | \$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 | \$0.00 | \$0.00 | \$3,786.36 | 49.98% | \$3,789.14 | \$189.32 |
| 7250 | Testing Water Main | \$12,453.25 | \$6,224.34 | \$6,228.91 | \$6,228.91 | \$0.00 | \$0.00 | \$12,453.25 | 100.00% | \$0.00 | \$622.67 |
| | Reuse Main | \$284,269.27 | \$274,632.86 | \$6,228.91 | \$6,228.91 | \$0.00 | \$0.00 | \$280,861.77 | 98.80% | \$3,407.50 | \$14,043.11 |
| 9000 | Reuse Main Installed (All types/sizes) | \$200,287.50 | \$200,287.50 | \$0.00 | \$0.00 | \$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 | \$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 | \$0.00 | \$0.00 | \$3,405.00 | 49.98% | \$3,407.50 | \$170.25 |
| 9242 | Testing Reuse Main | \$12,453.25 | \$6,224.34 | \$6,228.91 | \$6,228.91 | \$0.00 | \$0.00 | \$12,453.25 | 100.00% | \$0.00 | \$622.67 |
| | Electrical (Allowance) | \$150,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$0.00 | \$0.00 | \$150,000.00 | 100.00% | \$0.00 | \$7,500.00 |
| 10000 | Electrical Distribution | \$150,000.00 | \$75,000.00 | \$75,000.00 | \$75,000.00 | \$0.00 | \$0.00 | \$150,000.00 | 100.00% | \$0.00 | \$7,500.00 |
| | Sleeves (Allowance) | \$205,985.00 | \$20,475.00 | \$185,510.00 | \$185,510.00 | \$0.00 | \$0.00 | \$205,985.00 | 100.00% | \$0.00 | \$10,299.25 |
| 11001 | Sleeves, 2.5" | \$34,320.00 | \$10,296.00 | \$24,024.00 | \$24,024.00 | \$0.00 | \$0.00 | \$34,320.00 | 100.00% | \$0.00 | \$1,716.00 |

Three Rivers CDD
TRIBUTARY UNIT 15

Yulee, FL

APPLICATION NUMBER: 13
APPLICATION DATE: 07/29/2024
PERIOD TO: 07/31/2024
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) | BALANCE TO FINISH (C-G) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | | | % (G+C) | |
| 11001 | Sleeves, 3" | \$47,775.00 | \$0.00 | \$47,775.00 | \$0.00 | \$47,775.00 | 100.00% | \$2,388.75 |
| 11001 | Sleeves, 4" | \$56,550.00 | \$10,179.00 | \$46,371.00 | \$0.00 | \$56,550.00 | 100.00% | \$2,827.50 |
| 11001 | Sleeves, 6" | \$67,340.00 | \$0.00 | \$67,340.00 | \$0.00 | \$67,340.00 | 100.00% | \$3,367.00 |
| | | | | | | | | |
| | ORIGINAL CONTRACT TOTALS | \$5,361,937.15 | \$5,031,187.61 | \$291,400.63 | \$0.00 | \$5,322,588.24 | 99.27% | \$266,129.59 |
| | | | | | | | | |
| | CHANGE ORDERS | | | | | | | |
| | Electrical (Allowance) | \$-94,570.00 | \$0.00 | \$-94,570.00 | \$0.00 | \$-94,570.00 | 100.00% | \$-4,728.50 |
| 10001 | Electrical Allowance - Credit CO | \$-94,570.00 | \$0.00 | \$-94,570.00 | \$0.00 | \$-94,570.00 | 100.00% | \$-4,728.50 |
| | Sleeves (Allowance) | \$-185,510.00 | \$0.00 | \$-185,510.00 | \$0.00 | \$-185,510.00 | 100.00% | \$-9,275.50 |
| 50100 | Sleeves Allowance - Credit CO | \$-185,510.00 | \$0.00 | \$-185,510.00 | \$0.00 | \$-185,510.00 | 100.00% | \$-9,275.50 |
| | Change Order #001 | \$-555,814.56 | \$-555,814.56 | \$0.00 | \$0.00 | \$-555,814.56 | 100.00% | \$-27,790.73 |
| 001 | ODP Materials - Storm | \$-265,367.25 | \$-265,367.25 | \$0.00 | \$0.00 | \$-265,367.25 | 100.00% | \$-13,268.36 |
| 001 | ODP Materials - Sanitary | \$-103,446.83 | \$-103,446.83 | \$0.00 | \$0.00 | \$-103,446.83 | 100.00% | \$-5,172.34 |
| 001 | ODP Materials - Watermain | \$-100,159.28 | \$-100,159.28 | \$0.00 | \$0.00 | \$-100,159.28 | 100.00% | \$-5,007.97 |
| 001 | ODP Materials - Reuse Main | \$-86,841.20 | \$-86,841.20 | \$0.00 | \$0.00 | \$-86,841.20 | 100.00% | \$-4,342.06 |
| | Change Order #002 - Plan Comparison | \$125,054.07 | \$125,054.07 | \$0.00 | \$0.00 | \$125,054.07 | 100.00% | \$6,252.71 |
| 1100 | Earthwork - Additional Fill, Plan Revisions | \$103,207.23 | \$103,207.23 | \$0.00 | \$0.00 | \$103,207.23 | 100.00% | \$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% | \$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% | \$187.07 |
| | Change Order #003 - Mailbox Kiosk | \$3,245.00 | \$0.00 | \$543.30 | \$0.00 | \$543.30 | 16.74% | \$27.17 |
| 1100 | Earthwork, Misc | \$500.00 | \$0.00 | \$500.00 | \$0.00 | \$500.00 | 100.00% | \$25.00 |
| 1300 | Subsoil Stabilization | \$43.30 | \$0.00 | \$43.30 | \$0.00 | \$43.30 | 100.00% | \$2.17 |
| 1900 | Concrete Flatwork | \$250.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| 50101 | Mailbox Revisions, 7/9/24 | \$2,451.20 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| | Change Order #004 - Handrail Deduct | \$-37,144.80 | \$-37,144.80 | \$0.00 | \$0.00 | \$-37,144.80 | 100.00% | \$-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% | \$-1,857.24 |
| | | | | | | | | |
| | | \$-744,740.29 | \$-467,905.29 | \$-279,536.70 | \$0.00 | \$-747,441.99 | 100.36% | \$-37,372.09 |
| | | | | | | | | |
| | | | | | | | | |
| | TOTAL-----> | \$4,617,196.86 | \$4,563,282.32 | \$11,863.93 | \$0.00 | \$4,575,146.25 | 99.09% | \$228,757.50 |

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$11,270.72**, 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 **07/31/2024** 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: 07/29/2024

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

2023 ACQUISITION AND CONSTRUCTION 73 - Vallencourt Unit 15 (App 13)

Final Audit Report

2024-09-27

| | |
|-----------------|--|
| Created: | 2024-09-27 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAyjCI4bVGhBDIFK1HTKG3zL83T99Ed8bu |

"2023 ACQUISITION AND CONSTRUCTION 73 - Vallencourt U nit 15 (App 13)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-09-27 - 4:06:13 AM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-09-27 - 4:06:19 AM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-09-27 - 1:12:34 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-09-27 - 1:12:56 PM GMT - Time Source: server
-  Agreement completed.
2024-09-27 - 1:12:56 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AV

**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: **74**
- (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: **\$ 39,948.07**
- (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. 14 August 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: 08/01/2024

Period To: 08/31/2024

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

VCC Project #: 202310
THREE RIVERS CDD Project #: TRIBUTARY UNIT 15
THREE RIVERS CDD Subcontract #: 2023-10
Application #: 14

Attn.: Scott Wild

Project Description: **TRIBUTARY UNIT 15**

Yulee, FL

| | | |
|----------------------------------|----|--------------|
| ORIGINAL CONTRACT AMOUNT..... | \$ | 5,361,937.15 |
| CHANGE ORDERS TO DATE..... | \$ | -744,740.29 |
| REVISED CONTRACT AMOUNT..... | \$ | 4,617,196.86 |
| PERCENTAGE COMPLETE.....100.00.. | | |
| WORK COMPLETE TO DATE..... | \$ | 4,617,196.86 |
| STORED MATERIALS..... | \$ | 0.00 |
| TOTAL COMPLETED & STORED..... | \$ | 4,617,196.86 |
| LESS RETAINAGE..... | \$ | 230,860.04 |
| TOTAL EARNED LESS RETAINAGE..... | \$ | 4,386,336.82 |
| LESS PREVIOUS BILLINGS..... | \$ | 4,346,388.75 |
| CURRENT DUE..... | \$ | 39,948.07 |

| Account Summary: | Sales This Period | Sales To Date |
|------------------|----------------------|------------------|
| Gross: | 42,050.61 | 4,617,196.86 |
| Retainage: | 2,102.54 | 230,860.04 |
| Net: | 39,948.07 | 4,386,336.82 |



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 | | \$128,299.07 | \$-873,039.36 |
| Approved this Month | | | |
| Number | Date Approved | | |
| | | | |
| TOTALS | | \$0.00 | \$-744,740.29 |

Net change by Change Orders

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: 08/30/2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$ 39,948.07

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

ARCHITECT: Scott A. Waddell

By: Scott A. Waddell

Date: 9/26/2024

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.

| 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) | BALANCE TO FINISH (C-G) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | | | % (G+C) | |
| | | | | | | | | |
| | General Conditions | \$101,181.11 | \$99,243.62 | \$1,937.49 | \$0.00 | \$101,181.11 | 100.00% | \$5,059.05 |
| 100 | General Conditions | \$96,874.42 | \$94,936.93 | \$1,937.49 | \$0.00 | \$96,874.42 | 100.00% | \$4,843.72 |
| 104 | Construction Entrance | \$4,306.69 | \$4,306.69 | \$0.00 | \$0.00 | \$4,306.69 | 100.00% | \$215.33 |
| | Bonds | \$58,448.94 | \$58,448.94 | \$0.00 | \$0.00 | \$58,448.94 | 100.00% | \$2,922.45 |
| 201 | Payment & Performance Bonds | \$58,448.94 | \$58,448.94 | \$0.00 | \$0.00 | \$58,448.94 | 100.00% | \$2,922.45 |
| | NPDES | \$42,716.55 | \$42,716.55 | \$0.00 | \$0.00 | \$42,716.55 | 100.00% | \$2,135.83 |
| 300 | NPDES Permit Compliance | \$32,911.20 | \$32,911.20 | \$0.00 | \$0.00 | \$32,911.20 | 100.00% | \$1,645.56 |
| 601 | Silt Fence Type III (Regular) | \$9,805.35 | \$9,805.35 | \$0.00 | \$0.00 | \$9,805.35 | 100.00% | \$490.27 |
| | Survey & As-Builts | \$43,948.33 | \$42,095.48 | \$1,852.85 | \$0.00 | \$43,948.33 | 100.00% | \$2,197.48 |
| 400 | Surveying | \$22,688.43 | \$22,688.43 | \$0.00 | \$0.00 | \$22,688.43 | 100.00% | \$1,134.42 |
| 500 | Paving And Drainage As-Builts | \$5,293.97 | \$4,499.90 | \$794.07 | \$0.00 | \$5,293.97 | 100.00% | \$264.74 |
| 500 | Water, Sewer, And Reuse As-Builts | \$10,587.93 | \$9,529.15 | \$1,058.78 | \$0.00 | \$10,587.93 | 100.00% | \$529.40 |
| 500 | Lot As-Builts | \$5,378.00 | \$5,378.00 | \$0.00 | \$0.00 | \$5,378.00 | 100.00% | \$268.92 |
| | Pond Excavation | \$453,581.70 | \$453,581.70 | \$0.00 | \$0.00 | \$453,581.70 | 100.00% | \$22,679.09 |
| 1001 | Dewater for Pond | \$32,058.78 | \$32,058.78 | \$0.00 | \$0.00 | \$32,058.78 | 100.00% | \$1,602.94 |
| 1002 | Pond Excavation From Unit 10 | \$201,651.12 | \$201,651.12 | \$0.00 | \$0.00 | \$201,651.12 | 100.00% | \$10,082.56 |
| 1002 | Pond Excavation From Unit 15 | \$219,871.80 | \$219,871.80 | \$0.00 | \$0.00 | \$219,871.80 | 100.00% | \$10,993.59 |
| | Earthwork | \$1,734,055.29 | \$1,727,877.69 | \$6,177.60 | \$0.00 | \$1,734,055.29 | 100.00% | \$86,702.78 |
| 1104 | Strip & Bury Topsoil | \$193,919.44 | \$193,919.44 | \$0.00 | \$0.00 | \$193,919.44 | 100.00% | \$9,695.97 |
| 1109 | Place & Compact Fill | \$322,606.53 | \$322,606.53 | \$0.00 | \$0.00 | \$322,606.53 | 100.00% | \$16,130.33 |
| 1109 | Place & Compact Fill (Roadway) | \$22,824.43 | \$22,824.43 | \$0.00 | \$0.00 | \$22,824.43 | 100.00% | \$1,141.22 |
| 1110 | Earthwork Density Testing | \$26,072.35 | \$26,072.35 | \$0.00 | \$0.00 | \$26,072.35 | 100.00% | \$1,303.61 |
| 1111 | Purchase Fill Material | \$922,972.52 | \$922,972.52 | \$0.00 | \$0.00 | \$922,972.52 | 100.00% | \$46,148.63 |
| 1113 | Remove/Replace Unsuitables | \$151,532.22 | \$151,532.22 | \$0.00 | \$0.00 | \$151,532.22 | 100.00% | \$7,576.62 |
| 1118 | Final Dressout | \$94,127.80 | \$87,950.20 | \$6,177.60 | \$0.00 | \$94,127.80 | 100.00% | \$4,706.40 |
| | Grassing | \$70,260.17 | \$70,260.17 | \$0.00 | \$0.00 | \$70,260.17 | 100.00% | \$3,513.01 |
| 1202 | Site Grassing | \$18,230.36 | \$18,230.36 | \$0.00 | \$0.00 | \$18,230.36 | 100.00% | \$911.52 |
| 1205 | ROW Grassing | \$7,075.14 | \$7,075.14 | \$0.00 | \$0.00 | \$7,075.14 | 100.00% | \$353.76 |
| 1203 | Pond Sod | \$16,474.59 | \$16,474.59 | \$0.00 | \$0.00 | \$16,474.59 | 100.00% | \$823.73 |
| 1207 | Lot Grassing | \$28,480.08 | \$28,480.08 | \$0.00 | \$0.00 | \$28,480.08 | 100.00% | \$1,424.00 |
| | Subsoil Stabilization | \$108,660.15 | \$108,660.15 | \$0.00 | \$0.00 | \$108,660.15 | 100.00% | \$5,433.01 |
| 1302 | Subgrade for Sidewalk | \$2,814.75 | \$2,814.75 | \$0.00 | \$0.00 | \$2,814.75 | 100.00% | \$140.74 |
| 1304 | Subsoil Stabilization (Pavement Areas) | \$105,845.40 | \$105,845.40 | \$0.00 | \$0.00 | \$105,845.40 | 100.00% | \$5,292.27 |
| | Base | \$174,096.86 | \$174,096.86 | \$0.00 | \$0.00 | \$174,096.86 | 100.00% | \$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% | \$8,704.84 |

| 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) | BALANCE TO FINISH (C-G) | RETAINAGE |
| | | | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | | | % (G+C) | |
| | Asphalt | \$84,942.74 | \$84,942.74 | \$0.00 | \$0.00 | \$84,942.74 | 100.00% | \$4,247.14 |
| 1503 | 1" Asphalt Pavement SP 9.5 (1st Lift Only) | \$80,254.60 | \$80,254.60 | \$0.00 | \$0.00 | \$80,254.60 | 100.00% | \$4,012.73 |
| 1517 | Prime Limerock | \$4,688.14 | \$4,688.14 | \$0.00 | \$0.00 | \$4,688.14 | 100.00% | \$234.41 |
| | Concrete | \$99,917.95 | \$99,917.95 | \$0.00 | \$0.00 | \$99,917.95 | 100.00% | \$4,995.91 |
| 1804 | 18" Miami Curb & Gutter | \$64,821.05 | \$64,821.05 | \$0.00 | \$0.00 | \$64,821.05 | 100.00% | \$3,241.06 |
| 2000 | Sidewalks | \$35,096.90 | \$35,096.90 | \$0.00 | \$0.00 | \$35,096.90 | 100.00% | \$1,754.85 |
| | Retaining Walls | \$392,973.30 | \$392,973.30 | \$0.00 | \$0.00 | \$392,973.30 | 100.00% | \$19,648.67 |
| 2103 | Keystone Retaining Wall | \$355,828.50 | \$355,828.50 | \$0.00 | \$0.00 | \$355,828.50 | 100.00% | \$17,791.43 |
| 2106 | Handrail for Retaining Wall | \$37,144.80 | \$37,144.80 | \$0.00 | \$0.00 | \$37,144.80 | 100.00% | \$1,857.24 |
| | Storm | \$605,540.48 | \$594,961.38 | \$10,579.10 | \$0.00 | \$605,540.48 | 100.00% | \$30,277.05 |
| 3003 | Dewater Storm Drain | \$26,728.48 | \$26,728.48 | \$0.00 | \$0.00 | \$26,728.48 | 100.00% | \$1,336.43 |
| 3000 | Storm Drain Installed (Pipe & Structures) | \$507,631.76 | \$507,631.76 | \$0.00 | \$0.00 | \$507,631.76 | 100.00% | \$25,381.59 |
| 3077 | Underdrain Stubbs from Inlets | \$22,360.00 | \$22,360.00 | \$0.00 | \$0.00 | \$22,360.00 | 100.00% | \$1,118.00 |
| 3263 | Roadway Underdrain | \$10,086.00 | \$10,086.00 | \$0.00 | \$0.00 | \$10,086.00 | 100.00% | \$504.30 |
| 3279 | Punch Out Storm Drain | \$28,206.70 | \$17,627.60 | \$10,579.10 | \$0.00 | \$28,206.70 | 100.00% | \$1,410.35 |
| 3280 | TV Storm Drain | \$10,527.54 | \$10,527.54 | \$0.00 | \$0.00 | \$10,527.54 | 100.00% | \$526.38 |
| | Sanitary Sewer | \$399,336.44 | \$387,731.21 | \$11,605.23 | \$0.00 | \$399,336.44 | 100.00% | \$19,966.83 |
| 4003 | Dewater Gravity Sewer | \$46,663.50 | \$46,663.50 | \$0.00 | \$0.00 | \$46,663.50 | 100.00% | \$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% | \$13,050.45 |
| 4145 | Sewer Services | \$54,046.74 | \$54,046.74 | \$0.00 | \$0.00 | \$54,046.74 | 100.00% | \$2,702.34 |
| 4144 | Punch Out Sewer | \$23,202.83 | \$11,597.60 | \$11,605.23 | \$0.00 | \$23,202.83 | 100.00% | \$1,160.14 |
| 4146 | TV Test Sewer Main | \$14,414.34 | \$14,414.34 | \$0.00 | \$0.00 | \$14,414.34 | 100.00% | \$720.72 |
| | Water Main | \$352,022.87 | \$348,233.73 | \$3,789.14 | \$0.00 | \$352,022.87 | 100.00% | \$17,601.16 |
| 7000 | Water Main Installed (All sizes/types) | \$271,737.00 | \$271,737.00 | \$0.00 | \$0.00 | \$271,737.00 | 100.00% | \$13,586.85 |
| 7238 | Water Services | \$60,257.12 | \$60,257.12 | \$0.00 | \$0.00 | \$60,257.12 | 100.00% | \$3,012.86 |
| 7246 | Punch Out for Water Main | \$7,575.50 | \$3,786.36 | \$3,789.14 | \$0.00 | \$7,575.50 | 100.00% | \$378.78 |
| 7250 | Testing Water Main | \$12,453.25 | \$12,453.25 | \$0.00 | \$0.00 | \$12,453.25 | 100.00% | \$622.67 |
| | Reuse Main | \$284,269.27 | \$280,861.77 | \$3,407.50 | \$0.00 | \$284,269.27 | 100.00% | \$14,213.49 |
| 9000 | Reuse Main Installed (All types/sizes) | \$200,287.50 | \$200,287.50 | \$0.00 | \$0.00 | \$200,287.50 | 100.00% | \$10,014.39 |
| 9234 | Reuse Services | \$64,716.02 | \$64,716.02 | \$0.00 | \$0.00 | \$64,716.02 | 100.00% | \$3,235.80 |
| 9239 | Punch Out for Reuse Main | \$6,812.50 | \$3,405.00 | \$3,407.50 | \$0.00 | \$6,812.50 | 100.00% | \$340.63 |
| 9242 | Testing Reuse Main | \$12,453.25 | \$12,453.25 | \$0.00 | \$0.00 | \$12,453.25 | 100.00% | \$622.67 |
| | Electrical (Allowance) | \$150,000.00 | \$150,000.00 | \$0.00 | \$0.00 | \$150,000.00 | 100.00% | \$7,500.00 |
| 10000 | Electrical Distribution | \$150,000.00 | \$150,000.00 | \$0.00 | \$0.00 | \$150,000.00 | 100.00% | \$7,500.00 |
| | Sleeves (Allowance) | \$205,985.00 | \$205,985.00 | \$0.00 | \$0.00 | \$205,985.00 | 100.00% | \$10,299.25 |
| 11001 | Sleeves, 2.5" | \$34,320.00 | \$34,320.00 | \$0.00 | \$0.00 | \$34,320.00 | 100.00% | \$1,716.00 |

THREE RIVERS CDD
TRIBUTARY UNIT 15

Yulee, FL

| A | B | C | D | E | F | G | H | I |
|----------|--|-----------------|---|-------------|--|--|-------------------------|--------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | BALANCE TO FINISH (C-G) | RETAINAGE |
| 11001 | Sleeves, 3" | \$47,775.00 | \$47,775.00 | \$0.00 | \$0.00 | \$47,775.00 | \$0.00 | \$2,388.75 |
| 11001 | Sleeves, 4" | \$56,550.00 | \$56,550.00 | \$0.00 | \$0.00 | \$56,550.00 | \$0.00 | \$2,827.50 |
| 11001 | Sleeves, 6" | \$67,340.00 | \$67,340.00 | \$0.00 | \$0.00 | \$67,340.00 | \$0.00 | \$3,367.00 |
| | | | | | | | | |
| | ORIGINAL CONTRACT TOTALS | \$5,361,937.15 | \$5,322,588.24 | \$39,348.91 | \$0.00 | \$5,361,937.15 | \$0.00 | \$268,097.04 |
| | | | | | | | | |
| | CHANGE ORDERS | | | | | | | |
| | Electrical (Allowance) | \$-94,570.00 | \$-94,570.00 | \$0.00 | \$0.00 | \$-94,570.00 | \$0.00 | \$-4,728.50 |
| 10001 | Electrical Allowance - Credit CO | \$-94,570.00 | \$-94,570.00 | \$0.00 | \$0.00 | \$-94,570.00 | \$0.00 | \$-4,728.50 |
| | Sleeves (Allowance) | \$-185,510.00 | \$-185,510.00 | \$0.00 | \$0.00 | \$-185,510.00 | \$0.00 | \$-9,275.50 |
| 50100 | Sleeves Allowance - Credit CO | \$-185,510.00 | \$-185,510.00 | \$0.00 | \$0.00 | \$-185,510.00 | \$0.00 | \$-9,275.50 |
| | Change Order #001 | \$-555,814.56 | \$-555,814.56 | \$0.00 | \$0.00 | \$-555,814.56 | \$0.00 | \$-27,790.73 |
| 001 | ODP Materials - Storm | \$-265,367.25 | \$-265,367.25 | \$0.00 | \$0.00 | \$-265,367.25 | \$0.00 | \$-13,268.36 |
| 001 | ODP Materials - Sanitary | \$-103,446.83 | \$-103,446.83 | \$0.00 | \$0.00 | \$-103,446.83 | \$0.00 | \$-5,172.34 |
| 001 | ODP Materials - Watermain | \$-100,159.28 | \$-100,159.28 | \$0.00 | \$0.00 | \$-100,159.28 | \$0.00 | \$-5,007.97 |
| 001 | ODP Materials - Reuse Main | \$-86,841.20 | \$-86,841.20 | \$0.00 | \$0.00 | \$-86,841.20 | \$0.00 | \$-4,342.06 |
| | Change Order #002 - Plan Comparison | \$125,054.07 | \$125,054.07 | \$0.00 | \$0.00 | \$125,054.07 | \$0.00 | \$6,252.71 |
| 1100 | Earthwork - Additional Fill, Plan Revisions | \$103,207.23 | \$103,207.23 | \$0.00 | \$0.00 | \$103,207.23 | \$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 | \$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 | \$0.00 | \$187.07 |
| | Change Order #003 - Mailbox Kiosk | \$3,245.00 | \$543.30 | \$2,701.70 | \$0.00 | \$3,245.00 | \$0.00 | \$162.26 |
| 1100 | Earthwork, Misc | \$500.00 | \$500.00 | \$0.00 | \$0.00 | \$500.00 | \$0.00 | \$25.00 |
| 1300 | Subsoil Stabilization | \$43.30 | \$43.30 | \$0.00 | \$0.00 | \$43.30 | \$0.00 | \$2.17 |
| 1900 | Concrete Flatwork | \$250.50 | \$0.00 | \$250.50 | \$0.00 | \$250.50 | \$0.00 | \$12.53 |
| 50101 | Mailbox Revisions, 7/9/24 | \$2,451.20 | \$0.00 | \$2,451.20 | \$0.00 | \$2,451.20 | \$0.00 | \$122.56 |
| | Change Order #004 - Handrail Deduct | \$-37,144.80 | \$-37,144.80 | \$0.00 | \$0.00 | \$-37,144.80 | \$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 | \$0.00 | \$-1,857.24 |
| | | | | | | | | |
| | | \$-744,740.29 | \$-747,441.99 | \$2,701.70 | \$0.00 | \$-744,740.29 | \$0.00 | \$-37,237.00 |
| | | | | | | | | |
| | | | | | | | | |
| | TOTAL-----> | \$4,617,196.86 | \$4,575,146.25 | \$42,050.61 | \$0.00 | \$4,617,196.86 | \$0.00 | \$230,860.04 |

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

The undersigned lienor, upon payment from the lienee, of the sum of **\$39,948.07**, 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 **08/31/2024** 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: 08/30/2024

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. - Aug2024 |
| File name | 202310_PayApp_TRIBUTARYUNIT15_VallencourtConstructionCoInc_Aug2024.pdf |
| Audit trail format | MM/DD/YYYY |
| Status | Signed |

Document history

| | |
|----------------|---|
| Created | 08/30/2024 10:39:28 EDT Created by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42 |
| Signed | 08/30/2024 10:45:02 EDT Signed by Tim Gaddis (timg@vallencourt.com) IP: 50.237.44.42 |

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

2023 ACQUISITION AND CONSTRUCTION 74 - Vallencourt Unit 15 (App 14)

Final Audit Report

2024-09-27

| | |
|-----------------|--|
| Created: | 2024-09-27 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAMrueEncrVSuJxoRIfd5WR2VcjYX6zJxG |

"2023 ACQUISITION AND CONSTRUCTION 74 - Vallencourt U nit 15 (App 14)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-09-27 - 4:07:32 AM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-09-27 - 4:07:39 AM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-09-27 - 1:11:41 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-09-27 - 1:12:20 PM GMT - Time Source: server
-  Agreement completed.
2024-09-27 - 1:12:20 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AVI



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: **75**
- (2) Name of Payee pursuant to Acquisition Agreement:
Kutak Rock, LLP
PO Box 30057
Omaha, NE 68103-1157
- (3) Amount Payable: **\$ 2,280.00**
- (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): **Professional services related to project construction – Invoice 3420856 123-3 (April 2024)**
Invoice 3436808 123-3 (May 2024)
Invoice 3453257 123-3 (June-July 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.

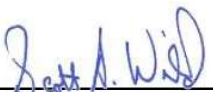
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

July 3, 2024

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3420856

Client Matter No. 123-3

Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3420856
123-3

Re: Project Construction

For Professional Legal Services Rendered

| | | | | |
|-------------|----------|------|--------|--|
| 04/03/24 | W. Haber | 0.50 | 150.00 | Confer with Cornelison and begin preparation of agreement for Unit 16 |
| 04/10/24 | W. Haber | 0.60 | 180.00 | Review and revise proposed amendment to interlocal agreement |
| 04/17/24 | W. Haber | 0.60 | 180.00 | Confer with Cornelison regarding agreement for clearing; begin preparation of same |
| 04/24/24 | W. Haber | 0.40 | 120.00 | Begin preparation of agreement for clearing |
| 04/29/24 | W. Haber | 0.20 | 60.00 | Review and respond to correspondence regarding amendment to interlocal agreement with County |
| 04/30/24 | W. Haber | 0.40 | 120.00 | Finalize agreement for clearing and confer with Cornelison regarding same |
| TOTAL HOURS | | 2.70 | | |

KUTAK ROCK LLP

Three Rivers CDD

July 3, 2024

Client Matter No. 123-3

Invoice No. 3420856

Page 2

| | |
|-----------------------------|----------|
| TOTAL FOR SERVICES RENDERED | \$810.00 |
|-----------------------------|----------|

| | |
|--------------------------|-----------------|
| TOTAL CURRENT AMOUNT DUE | <u>\$810.00</u> |
|--------------------------|-----------------|

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 12, 2024

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3436808

Client Matter No. 123-3

Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3436808

123-3

Re: Project Construction

For Professional Legal Services Rendered

| | | | | |
|----------|----------|------|--------|--|
| 05/06/24 | W. Haber | 0.20 | 60.00 | Review inquiry regarding clearing agreement |
| 05/07/24 | W. Haber | 0.80 | 240.00 | Review and revise agreement for gutter replacement; confer with McKenna regarding same; prepare agreement for alleyway signage |
| 05/09/24 | W. Haber | 0.50 | 150.00 | Review documents and confer with Taylor regarding second amendment to interlocal agreement with County |
| 05/10/24 | W. Haber | 0.60 | 180.00 | Review and revise amendment to interlocal agreement; confer with McKenna regarding agreement for signage for Unit 6 |
| 05/16/24 | W. Haber | 0.40 | 120.00 | Confer with Taylor regarding Second Amendment to Interlocal; finalize same |
| 05/22/24 | W. Haber | 0.40 | 120.00 | Prepare agreement for landscape installation; confer with McKenna regarding same |

KUTAK ROCK LLP

Three Rivers CDD

August 12, 2024

Client Matter No. 123-3

Invoice No. 3436808

Page 2

TOTAL HOURS 2.90

TOTAL FOR SERVICES RENDERED \$870.00

TOTAL CURRENT AMOUNT DUE \$870.00

KUTAK ROCK LLP**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

September 23, 2024

Check Remit To:

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

ACH/Wire Transfer Remit To:

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3453257

Client Matter No. 123-3

Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3453257

123-3

Re: Project Construction

For Professional Legal Services Rendered

| | | | | |
|-------------|----------|------|--------|---|
| 06/05/24 | W. Haber | 0.40 | 120.00 | Confer with Taylor and County regarding status of amendment to interlocal agreement |
| 06/17/24 | W. Haber | 0.30 | 90.00 | Review County attorney comments to amendment to interlocal agreement |
| 06/25/24 | W. Haber | 0.40 | 120.00 | Confer with Developer representative regarding RFP for next phase; begin preparation of bid documents |
| 06/28/24 | W. Haber | 0.40 | 120.00 | Prepare agreement for landscape installation; confer with McKenna regarding same |
| 07/03/24 | W. Haber | 0.20 | 60.00 | Revise landscape installation agreement |
| 07/05/24 | W. Haber | 0.30 | 90.00 | Review and respond to correspondence regarding RFP for Unit 16 |
| TOTAL HOURS | | 2.00 | | |

KUTAK ROCK LLP

Three Rivers CDD
September 23, 2024
Client Matter No. 123-3
Invoice No. 3453257
Page 2

| | |
|-----------------------------|----------|
| TOTAL FOR SERVICES RENDERED | \$600.00 |
|-----------------------------|----------|

| | |
|--------------------------|----------|
| TOTAL CURRENT AMOUNT DUE | \$600.00 |
|--------------------------|----------|

UNPAID INVOICES:

| | | |
|-----------------|---------------------|--------|
| July 3, 2024 | Invoice No. 3420856 | 810.00 |
| August 12, 2024 | Invoice No. 3436808 | 870.00 |

| | |
|-----------|-------------------|
| TOTAL DUE | <u>\$2,280.00</u> |
|-----------|-------------------|


Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 76 - Kutak

Final Audit Report

2024-10-01

| | |
|-----------------|--|
| Created: | 2024-10-01 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4G0cnyVE1tYzArzHpm2fAtwlZJDhmrXF |

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 76 - Kutak" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-10-01 - 12:50:39 PM GMT
-  Document emailed to Carolina Aristimuno (gkem@greenpointellc.com) for signature
2024-10-01 - 12:50:44 PM GMT
-  Email viewed by Carolina Aristimuno (gkem@greenpointellc.com)
2024-10-01 - 12:55:47 PM GMT
-  Document e-signed by Carolina Aristimuno (gkem@greenpointellc.com)
Signature Date: 2024-10-01 - 12:56:04 PM GMT - Time Source: server
-  Agreement completed.
2024-10-01 - 12:56:04 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AVII

**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: **76**
- (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: **\$ 19,766.75**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

| | |
|---|---------------------|
| Invoice 215466 (Aug 2024) Master Site Planning (WA#7) | \$ 4,141.25 |
| Invoice 215471 (Aug 2024) Edwards Road Water Main CEI Services (WA#9) | \$ 3,385.00 |
| Invoice 215487 (Aug 2024) Unit 10 CEI Services (WA#15) | \$ 8,598.00 |
| Invoice 215488 (Aug 2024) Unit 15 CEI Services (WA#18) | \$ 3,642.50 |
| TOTAL REQUISITION | \$ 19,766.75 |

- (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.

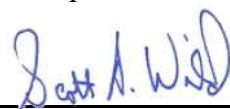
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

August 29, 2024

Invoice No: 215466

Total This Invoice \$4,141.25

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

Professional Services rendered through August 24, 2024

Phase 01 Master Site Planning

Labor

| | | | Hours | Rate | Amount |
|---------------------|-----------|--|-------|--------|---------------|
| Planner | | | | | |
| Menke, Ashlee | 8/10/2024 | | .25 | 163.00 | 40.75 |
| Menke, Ashlee | 8/24/2024 | | 2.50 | 163.00 | 407.50 |
| CADD/GIS Technician | | | | | |
| Sims, Stephen | 8/3/2024 | | 1.50 | 132.00 | 198.00 |
| Sims, Stephen | 8/10/2024 | | .50 | 132.00 | 66.00 |
| Totals | | | 4.75 | | 712.25 |
| Total Labor | | | | | 712.25 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|---------|-----------|-----------|
| Total Billings | 712.25 | 28,433.00 | 29,145.25 |
| Limit | | | 30,000.00 |
| Remaining | | | 854.75 |

Total this Phase \$712.25

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 | 8/10/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 8/17/2024 | | 1.00 | 335.00 | 335.00 |
| Project Manager | | | | | |
| Milligan, Neal | 8/10/2024 | | 1.00 | 200.00 | 200.00 |
| Milligan, Neal | 8/24/2024 | | 1.00 | 200.00 | 200.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 8/10/2024 | | .50 | 175.00 | 87.50 |

| | | | | |
|---------|-------------|---|---------|--------|
| Project | 22121.00000 | Three Rivers CDD - (WA#7) MASTER SITE P | Invoice | 215466 |
|---------|-------------|---|---------|--------|

| | | | | |
|------------------------------|-----------|-------|--------|----------|
| Horrell, Nicholas | 8/24/2024 | 1.50 | 175.00 | 262.50 |
| Sr. Planner/Planning Manager | | | | |
| Dendor, Casey | 8/3/2024 | 1.75 | 200.00 | 350.00 |
| Dendor, Casey | 8/24/2024 | .50 | 200.00 | 100.00 |
| Planner | | | | |
| Menke, Ashlee | 8/17/2024 | 9.00 | 163.00 | 1,467.00 |
| Sr. Landscape Architect | | | | |
| Clark, Ryan | 8/24/2024 | .50 | 184.00 | 92.00 |
| Totals | | 17.75 | | 3,429.00 |

Total Labor **3,429.00**

| | | | |
|-----------------------|----------------|--------------|----------------|
| Billing Limits | Current | Prior | To-Date |
| Total Billings | 3,429.00 | 25,861.50 | 29,290.50 |
| Limit | | | 30,000.00 |
| Remaining | | | 709.50 |

Total this Phase **\$3,429.00**

Phase XP Expenses

Total this Phase **0.00**

Total This Invoice **\$4,141.25**

Outstanding Invoices

| Number | Date | Balance |
|--------------|----------|-----------------|
| 215041 | 8/2/2024 | 3,451.00 |
| Total | | 3,451.00 |

Total Now Due **\$7,592.25**

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

August 29, 2024

Invoice No: 215471

Total This Invoice \$3,385.00

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

Professional Services rendered through August 24, 2024

Phase 01 Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|-----------------------------|-----------|--|-------|--------|-----------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 8/3/2024 | | 2.00 | 335.00 | 670.00 |
| Wild, Scott | 8/10/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 8/17/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 8/24/2024 | | 1.00 | 335.00 | 335.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 8/3/2024 | | 3.00 | 175.00 | 525.00 |
| Horrell, Nicholas | 8/17/2024 | | 2.00 | 175.00 | 350.00 |
| Horrell, Nicholas | 8/24/2024 | | 1.00 | 175.00 | 175.00 |
| CEI Inspector | | | | | |
| Jones, Joshua | 8/3/2024 | | 5.00 | 132.00 | 660.00 |
| Totals | | | 16.00 | | 3,385.00 |
| Total Labor | | | | | 3,385.00 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 3,385.00 | 20,816.25 | 24,201.25 |
| Limit | | | 25,000.00 |
| Remaining | | | 798.75 |

Total this Phase \$3,385.00

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><u>\$3,385.00</u></u> |

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 214057 | 5/29/2024 | 1,841.50 |
| 215045 | 8/2/2024 | 787.50 |
| Total | | 2,629.00 |

| | |
|---------------|------------|
| Total Now Due | \$6,014.00 |
|---------------|------------|

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

August 29, 2024

Invoice No: 215487

Total This Invoice \$8,598.00

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

Professional Services rendered through August 24, 2024

Phase 01 Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|------------------------------------|-----------|--|-------|--------|-----------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 8/10/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 8/17/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 8/24/2024 | | 3.00 | 335.00 | 1,005.00 |
| Project Manager | | | | | |
| Blalock, Clinton | 8/24/2024 | | 3.00 | 200.00 | 600.00 |
| Harris, Thomas | 8/3/2024 | | 1.00 | 200.00 | 200.00 |
| Harris, Thomas | 8/10/2024 | | 1.75 | 200.00 | 350.00 |
| Harris, Thomas | 8/24/2024 | | 1.50 | 200.00 | 300.00 |
| Milligan, Neal | 8/17/2024 | | 2.00 | 200.00 | 400.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 8/3/2024 | | 1.00 | 175.00 | 175.00 |
| Horrell, Nicholas | 8/10/2024 | | 6.50 | 175.00 | 1,137.50 |
| Horrell, Nicholas | 8/17/2024 | | 9.00 | 175.00 | 1,575.00 |
| Horrell, Nicholas | 8/24/2024 | | 2.00 | 175.00 | 350.00 |
| CEI Project Manager/Project Admin. | | | | | |
| Donchez, James | 8/3/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 8/10/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 8/17/2024 | | .50 | 184.00 | 92.00 |
| CEI Sr. Inspector | | | | | |
| Brooks, Jeffrey | 8/3/2024 | | 3.00 | 163.00 | 489.00 |
| Brooks, Jeffrey | 8/17/2024 | | 1.00 | 163.00 | 163.00 |
| Adminstrative Support | | | | | |
| Blair, Shelley | 8/3/2024 | | 1.00 | 95.00 | 95.00 |
| Blair, Shelley | 8/24/2024 | | 1.50 | 95.00 | 142.50 |
| Totals | | | 40.75 | | 7,928.00 |
| Total Labor | | | | | 7,928.00 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 7,928.00 | 63,005.50 | 70,933.50 |
| Limit | | | 75,000.00 |
| Remaining | | | 4,066.50 |

| | | | | |
|--|--|--|-------------------------|-------------------|
| | | | Total this Phase | \$7,928.00 |
|--|--|--|-------------------------|-------------------|

| | | |
|-------|----|-------------------|
| Phase | 02 | Progress Meetings |
|-------|----|-------------------|

Labor

| | | | Hours | Rate | Amount | |
|-----------------------------|-----------|--|-------|--------|--------|---------------|
| Executive VP/Chief Engineer | | | | | | |
| Wild, Scott | 8/3/2024 | | 1.00 | 335.00 | 335.00 | |
| Wild, Scott | 8/24/2024 | | 1.00 | 335.00 | 335.00 | |
| Totals | | | 2.00 | | 670.00 | |
| Total Labor | | | | | | 670.00 |

Billing Limits

| | Current | Prior | To-Date | |
|-------------------------|---------|----------|-----------|-----------------|
| Total Billings | 670.00 | 9,441.75 | 10,111.75 | |
| Limit | | | 12,960.00 | |
| Remaining | | | 2,848.25 | |
| Total this Phase | | | | \$670.00 |

| | | |
|-------|----|--------------------------------|
| 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 |
|-------|----|-----------------------|

Expenses

| | | | | |
|---------------------------|--|-------------------|-------------|-------------------|
| Permits | | | 0.00 | |
| Total Expenses | | 1.15 times | 0.00 | 0.00 |
| Total this Phase | | | | 0.00 |
| Total This Invoice | | | | \$8,598.00 |

Outstanding Invoices

| Number | Date | Balance | |
|----------------------|----------|-----------------|--------------------|
| 215072 | 8/3/2024 | 3,150.50 | |
| Total | | 3,150.50 | |
| Total Now Due | | | \$11,748.50 |

ETM & ETM Survey Check Request

REQUESTED BY: Clint BlalockDEPARTMENT: Land Development

APPROVED BY: _____

DATE: August 21, 2024

| REQUEST | |
|--|--------------------------------|
| Amount: | \$61.00 |
| Project Number: | 22443.00000 |
| Reason for Request: | Recording fee for JEA easement |
| *If requesting for Events and Sponsorships - use the ETM Event and Sponsorship Request Form* | |

| PAYMENT DETAILS | |
|-----------------------|--|
| Check Payable to: | Duval County Clerk of the Court |
| Address: | 501 W. Adams Street |
| | Jacksonville, Florida 32202 |
| Special Instructions: | Need the check ASAP. |
| | Christina Norris will pick the check up. |

| [FOR ACCOUNTING USE ONLY] | |
|---------------------------|----------------|
| GENERAL LEDGER NO. | AMOUNT DR (CR) |
| | |
| | |
| | |
| TOTAL | |

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

August 29, 2024

Invoice No: 215488

Total This Invoice \$3,642.50

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

Professional Services rendered through August 24, 2024

Phase 01. Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|------------------------------------|-----------|--|-------|--------|-----------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 8/17/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 8/24/2024 | | 1.00 | 335.00 | 335.00 |
| Project Manager | | | | | |
| Milligan, Neal | 8/10/2024 | | 1.50 | 200.00 | 300.00 |
| Milligan, Neal | 8/24/2024 | | 2.00 | 200.00 | 400.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 8/24/2024 | | 4.50 | 175.00 | 787.50 |
| CEI Project Manager/Project Admin. | | | | | |
| Donchez, James | 8/3/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 8/10/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 8/17/2024 | | .50 | 184.00 | 92.00 |
| CEI Inspector | | | | | |
| Steeple, Travis | 8/24/2024 | | 2.00 | 132.00 | 264.00 |
| Administrative Support | | | | | |
| Hejmanowski, Callan | 8/24/2024 | | 3.00 | 95.00 | 285.00 |
| Totals | | | 16.50 | | 2,982.50 |
| Total Labor | | | | | 2,982.50 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 2,982.50 | 28,104.00 | 31,086.50 |
| Limit | | | 69,108.00 |
| Remaining | | | 38,021.50 |

Total this Phase \$2,982.50

Phase 02. Progress Meetings

Labor

| | | | Hours | Rate | Amount |
|--------------------|-----------|--|-------|--------|---------------|
| CEI Inspector | | | | | |
| Jones, Joshua | 8/10/2024 | | 5.00 | 132.00 | 660.00 |
| Totals | | | 5.00 | | 660.00 |
| Total Labor | | | | | 660.00 |

| Billing Limits | | Current | Prior | To-Date |
|------------------|--|---------|-------|-----------|
| Total Billings | | 660.00 | 0.00 | 660.00 |
| Limit | | | | 13,524.00 |
| Remaining | | | | 12,864.00 |
| Total this Phase | | | | \$660.00 |

Phase03.Owner Requested Plan Revisions

| Billing Limits | | Current | Prior | To-Date |
|------------------|--|---------|----------|-----------|
| Total Billings | | 0.00 | 1,370.00 | 1,370.00 |
| Limit | | | | 10,000.00 |
| Remaining | | | | 8,630.00 |
| Total this Phase | | | | 0.00 |

Phase04.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>\$3,642.50</u> |

| Outstanding Invoices | | | | |
|----------------------|----------|----------|---------------|------------|
| Number | Date | Balance | | |
| 215051 | 8/2/2024 | 4,515.50 | | |
| Total | | 4,515.50 | | |
| | | | Total Now Due | \$8,158.00 |

Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 76 - ETM (Aug)

Final Audit Report

2024-10-04

| | |
|-----------------|--|
| Created: | 2024-10-04 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAF7j-7hDw4sArBpOWKdHdwpUWgw11Wgzu |

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 76 - ETM (Aug)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-10-04 - 8:18:48 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-10-04 - 8:18:54 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-10-04 - 8:44:54 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-10-04 - 8:45:03 PM GMT - Time Source: server
-  Agreement completed.
2024-10-04 - 8:45:03 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AVIII

**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: **77**
- (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: **\$ 17,408.25**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

| | |
|--|---------------------|
| Invoice 215960 (Sept 2024) Master Site Planning (WA#7) | \$ 4,552.25 |
| Invoice 215965 (Sept 2024) Edwards Road Water Main CEI Services (WA#9) | \$ 1,180.00 |
| Invoice 215986 (Sept 2024) Unit 10 CEI Services (WA#15) | \$ 6,376.50 |
| Invoice 215987 (Sept 2024) Unit 15 CEI Services (WA#18) | \$ 5,299.50 |
| TOTAL REQUISITION | \$ 17,408.25 |

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

The undersigned hereby certifies that:

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


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

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

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

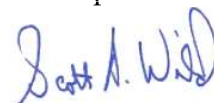
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

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

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

,
CONSULTING ENGINEER

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

October 03, 2024

Invoice No: 215960

Total This Invoice \$4,552.25

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

Professional Services rendered through September 28, 2024

Phase 01 Master Site Planning

Labor

| | | | Hours | Rate | Amount |
|-------------------------------------|-----------|--|-------|--------|-----------------|
| Sr. Landscape Architect | | | | | |
| Clark, Ryan | 9/7/2024 | | 2.00 | 184.00 | 368.00 |
| Senior Technician/Senior Specialist | | | | | |
| Merrell, Scott | 9/21/2024 | | 2.25 | 163.00 | 366.75 |
| Engineering/Landscape Designer | | | | | |
| Simonelli, Dino | 9/7/2024 | | .50 | 140.00 | 70.00 |
| Sims, Stephen | 9/21/2024 | | 3.75 | 140.00 | 525.00 |
| Totals | | | 8.50 | | 1,329.75 |
| Total Labor | | | | | 1,329.75 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 1,329.75 | 29,145.25 | 30,475.00 |
| Limit | | | 35,000.00 |
| Remaining | | | 4,525.00 |

Total this Phase \$1,329.75

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 | 8/31/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 9/7/2024 | | 3.00 | 335.00 | 1,005.00 |
| Wild, Scott | 9/21/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 9/28/2024 | | 1.00 | 335.00 | 335.00 |
| Project Manager | | | | | |
| Milligan, Neal | 9/21/2024 | | 1.50 | 200.00 | 300.00 |

| | | | | | |
|------------------------------|-----------|-------|--------|----------|----------|
| Milligan, Neal | 9/28/2024 | .50 | 200.00 | 100.00 | |
| Engineer | | | | | |
| Horrell, Nicholas | 9/7/2024 | 1.00 | 175.00 | 175.00 | |
| Horrell, Nicholas | 9/21/2024 | 1.50 | 175.00 | 262.50 | |
| Horrell, Nicholas | 9/28/2024 | 1.00 | 175.00 | 175.00 | |
| Sr. Planner/Planning Manager | | | | | |
| Dendor, Casey | 8/31/2024 | 1.00 | 200.00 | 200.00 | |
| Totals | | 12.50 | | 3,222.50 | |
| Total Labor | | | | | 3,222.50 |

| | | | | |
|------------------|----------|-----------|-----------|------------|
| Billing Limits | Current | Prior | To-Date | |
| Total Billings | 3,222.50 | 29,290.50 | 32,513.00 | |
| Limit | | | 35,000.00 | |
| Remaining | | | 2,487.00 | |
| Total this Phase | | | | \$3,222.50 |

| | | | |
|--------------------|----|----------|------------|
| Phase | XP | Expenses | |
| Total this Phase | | | 0.00 |
| Total This Invoice | | | \$4,552.25 |

| | | | |
|----------------------|-----------|----------|-------------|
| Outstanding Invoices | | | |
| Number | Date | Balance | |
| 215041 | 8/2/2024 | 3,451.00 | |
| 215466 | 8/29/2024 | 4,141.25 | |
| Total | | 7,592.25 | |
| Total Now Due | | | \$12,144.50 |

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

October 03, 2024

Invoice No: 215965

Total This Invoice \$1,180.00

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

Professional Services rendered through September 28, 2024

Phase 01 Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount | |
|-----------------------------|-----------|--|-------|--------|----------|-----------------|
| Executive VP/Chief Engineer | | | | | | |
| Wild, Scott | 9/7/2024 | | 1.00 | 335.00 | 335.00 | |
| Wild, Scott | 9/21/2024 | | 1.00 | 335.00 | 335.00 | |
| Wild, Scott | 9/28/2024 | | 1.00 | 335.00 | 335.00 | |
| Engineer | | | | | | |
| Horrell, Nicholas | 9/21/2024 | | 1.00 | 175.00 | 175.00 | |
| Totals | | | 4.00 | | 1,180.00 | |
| Total Labor | | | | | | 1,180.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 1,180.00 | 24,201.25 | 25,381.25 |
| Limit | | | 27,500.00 |
| Remaining | | | 2,118.75 |

Total this Phase \$1,180.00

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>\$1,180.00</u> |
|--------------------|-------------------|

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 214057 | 5/29/2024 | 1,841.50 |
| 215045 | 8/2/2024 | 787.50 |
| 215471 | 8/29/2024 | 3,385.00 |
| Total | | 6,014.00 |

| | |
|---------------|------------|
| Total Now Due | \$7,194.00 |
|---------------|------------|

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

October 03, 2024

Invoice No: 215986

Total This Invoice \$6,376.50

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

Professional Services rendered through September 28, 2024

Phase 01 Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|-----------------------------|-----------|--|-------|--------|----------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 8/31/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 9/7/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 9/14/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 9/21/2024 | | 1.00 | 335.00 | 335.00 |
| Project Manager | | | | | |
| Harris, Thomas | 8/31/2024 | | 1.75 | 200.00 | 350.00 |
| Harris, Thomas | 9/7/2024 | | 1.00 | 200.00 | 200.00 |
| Harris, Thomas | 9/14/2024 | | 1.50 | 200.00 | 300.00 |
| Harris, Thomas | 9/21/2024 | | .75 | 200.00 | 150.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 8/31/2024 | | 2.00 | 175.00 | 350.00 |
| Horrell, Nicholas | 9/14/2024 | | 2.50 | 175.00 | 437.50 |
| Horrell, Nicholas | 9/21/2024 | | 1.25 | 175.00 | 218.75 |
| Horrell, Nicholas | 9/28/2024 | | 1.50 | 175.00 | 262.50 |
| CEI Sr. Inspector | | | | | |
| Brooks, Jeffrey | 9/21/2024 | | 2.50 | 163.00 | 407.50 |
| Adminstrative Support | | | | | |
| Blair, Shelley | 9/28/2024 | | .50 | 95.00 | 47.50 |
| CADD TECH | | | | | |
| Ballard, John | 9/7/2024 | | 1.00 | 132.00 | 132.00 |
| PROJECT SURVEYOR/MANAGER | | | | | |
| Yost, Jeffrey | 9/7/2024 | | 1.00 | 160.00 | 160.00 |
| Totals | | | 21.25 | | 4,355.75 |

Total Labor

4,355.75

Billing Limits

| | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 4,355.75 | 70,933.50 | 75,289.25 |
| Limit | | | 75,000.00 |

Adjustment

-289.25

Total this Phase

\$4,066.50

| | | | | |
|---------|-------------|--|---------|--------|
| Project | 22443.00000 | Three Rivers CDD-Unit 10 CEI Services (W | Invoice | 215986 |
|---------|-------------|--|---------|--------|

Phase 02 Progress Meetings

Labor

| | | Hours | Rate | Amount | |
|-----------------------------|-----------|-------|--------|----------|-----------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 9/28/2024 | 3.50 | 335.00 | 1,172.50 | |
| Engineer | | | | | |
| Horrell, Nicholas | 9/7/2024 | 6.50 | 175.00 | 1,137.50 | |
| Totals | | 10.00 | | 2,310.00 | |
| Total Labor | | | | | 2,310.00 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 2,310.00 | 10,111.75 | 12,421.75 |
| Limit | | | 12,960.00 |
| Remaining | | | 538.25 |

Total this Phase \$2,310.00

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 \$6,376.50

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|------------------|
| 215072 | 8/3/2024 | 3,150.50 |
| 215487 | 8/29/2024 | 8,598.00 |
| Total | | 11,748.50 |

Total Now Due \$18,125.00

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

October 03, 2024

Invoice No: 215987

Total This Invoice \$5,299.50

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

Professional Services rendered through September 28, 2024

Phase 01. Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|------------------------------------|-----------|--|-------|--------|-----------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 8/31/2024 | | 1.50 | 335.00 | 502.50 |
| Wild, Scott | 9/14/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 9/21/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 9/28/2024 | | 1.00 | 335.00 | 335.00 |
| Project Manager | | | | | |
| Milligan, Neal | 9/7/2024 | | 2.50 | 200.00 | 500.00 |
| Milligan, Neal | 9/21/2024 | | 1.00 | 200.00 | 200.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 8/31/2024 | | 3.00 | 175.00 | 525.00 |
| Horrell, Nicholas | 9/14/2024 | | 3.00 | 175.00 | 525.00 |
| Horrell, Nicholas | 9/21/2024 | | 1.25 | 175.00 | 218.75 |
| CEI Project Manager/Project Admin. | | | | | |
| Donchez, James | 8/31/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 9/7/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 9/14/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 9/21/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 9/28/2024 | | .50 | 184.00 | 92.00 |
| CEI Sr. Inspector | | | | | |
| Brooks, Jeffrey | 9/14/2024 | | 2.00 | 163.00 | 326.00 |
| Brooks, Jeffrey | 9/21/2024 | | 5.75 | 163.00 | 937.25 |
| Totals | | | 25.50 | | 5,199.50 |
| Total Labor | | | | | 5,199.50 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 5,199.50 | 31,086.50 | 36,286.00 |
| Limit | | | 69,108.00 |
| Remaining | | | 32,822.00 |

Total this Phase \$5,199.50

Phase 02. Progress Meetings

| Billing Limits | | Current | Prior | To-Date |
|------------------|--|---------|--------|-----------|
| Total Billings | | 0.00 | 660.00 | 660.00 |
| Limit | | | | 13,524.00 |
| Remaining | | | | 12,864.00 |
| Total this Phase | | | | 0.00 |

Phase 03. Owner Requested Plan Revisions

| Labor | | Hours | Rate | Amount |
|-----------------|-----------|-------|--------|--------|
| Project Manager | | | | |
| Milligan, Neal | 9/14/2024 | .50 | 200.00 | 100.00 |
| Totals | | .50 | | 100.00 |
| Total Labor | | | | 100.00 |

| Billing Limits | | Current | Prior | To-Date |
|------------------|--|---------|----------|-----------|
| Total Billings | | 100.00 | 1,370.00 | 1,470.00 |
| Limit | | | | 10,000.00 |
| Remaining | | | | 8,530.00 |
| Total this Phase | | | | \$100.00 |

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 \$5,299.50

Outstanding Invoices

| Number | Date | Balance |
|--------|-----------|----------|
| 215051 | 8/2/2024 | 4,515.50 |
| 215488 | 8/29/2024 | 3,642.50 |
| Total | | 8,158.00 |

Total Now Due \$13,457.50

2023 ACQUISITION AND CONSTRUCTION 77 - ETM (Sept 2024)

Final Audit Report

2024-10-21

| | |
|-----------------|--|
| Created: | 2024-10-21 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA1LhCdmSp6r2-XF2DopVXqWYX68pmCUfc |

"2023 ACQUISITION AND CONSTRUCTION 77 - ETM (Sept 2024)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-10-21 - 7:28:30 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-10-21 - 7:28:39 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-10-21 - 8:27:08 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-10-21 - 8:27:19 PM GMT - Time Source: server
-  Agreement completed.
2024-10-21 - 8:27:19 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

6AIX

**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: **78**
- (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: **\$ 37,760.58**
- (4) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):
- | | |
|---|-----------------------|
| Invoice 216448 (Oct 2024) Tributary Unit 12 and 13 (WA#11, Amendment 2) | \$29,455.05 |
| Invoice 216470 (Oct 2024) Master Site Planning (WA#7) | \$5,820.00 |
| Invoice 216484 (Oct 2024) Unit 10 CEI Services (WA#15) | \$610.53 |
| Invoice 216485 (Oct 2024) Unit 15 CEI Services (WA#18) | \$ 1,875.00 |
| TOTAL REQUISITION | \$ \$37,760.58 |
- (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.

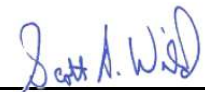
Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**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

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

October 30, 2024

Invoice No: 216448

Total This Invoice \$29,455.05

Project 21131.01000 Tributary Unit 12 and 13 WA #11 Amed #2

Professional Services rendered through October 26, 2024

Phase 01. Preliminary Engineering /Mass Grading

| | Fee | Percent Complete | Earned | Current Billing |
|---|-----------|------------------|-----------|-------------------|
| 1.Preliminary Engineering/Mass Grading | | | | |
| 1.Stormwater Modeling & Calculations | 13,900.00 | 5.00 | 695.00 | 695.00 |
| 2.Final Mass Grading Eng./Const. Docs. | 15,100.00 | 0.00 | 0.00 | 0.00 |
| 3.1.Permitting-Nassau County | 7,400.00 | 0.00 | 0.00 | 0.00 |
| 3.2.Permitting-SJRWMD ERP | 14,900.00 | 0.00 | 0.00 | 0.00 |
| 4.Final Development Plan (Unit 12) | 17,350.00 | 80.00 | 13,880.00 | 3,470.00 |
| 5.Final Development Plan (Unit 13) | 17,350.00 | 60.00 | 10,410.00 | 0.00 |
| Total Fee | 86,000.00 | | 24,985.00 | 4,165.00 |
| Total Fee | | | | 4,165.00 |
| Total this Phase | | | | \$4,165.00 |

Phase 01.1. Site Plan Revisions

Labor

| | Hours | Rate | Amount |
|--------------------------|-------|--------|-----------------|
| Planner | | | |
| Menke, Ashlee 10/12/2024 | 5.50 | 173.00 | 951.50 |
| Menke, Ashlee 10/19/2024 | 6.25 | 173.00 | 1,081.25 |
| Menke, Ashlee 10/26/2024 | 6.25 | 173.00 | 1,081.25 |
| Totals | 18.00 | | 3,114.00 |
| Total Labor | | | 3,114.00 |

| Billing Limits | Current | Prior | To-Date |
|-------------------------|----------|-------|-------------------|
| Labor | 3,114.00 | 0.00 | 3,114.00 |
| Limit | | | 3,500.00 |
| Remaining | | | 386.00 |
| Total this Phase | | | \$3,114.00 |

Phase 02. Construction Document Preparation

| | Fee | Percent Complete | Earned | Current Billing |
|--|------------|------------------|-----------|--------------------|
| 2.Construction Document Preparation | | | | |
| 7.Final Subdivision Const. Documents | 71,250.00 | 25.00 | 17,812.50 | 17,812.50 |
| 8.Sanitary Sewer Pump Station Design | 21,500.00 | 0.00 | 0.00 | 0.00 |
| 9.Code Minimum Landscape Plan | 6,300.00 | 0.00 | 0.00 | 0.00 |
| 11.Electric Design Coordination | 6,400.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 105,450.00 | | 17,812.50 | 17,812.50 |
| Total Fee | | | | 17,812.50 |
| Total this Phase | | | | \$17,812.50 |

Phase 02.1. Regulatory Permitting

| | Fee | Percent Complete | Earned | Current Billing |
|--|-----------|------------------|--------|-----------------|
| 2.1.Regulatory Permitting | | | | |
| 1.Nassau County Const. Plan Review | 10,500.00 | 0.00 | 0.00 | 0.00 |
| 2.JEA Utility Plan Review | 7,500.00 | 0.00 | 0.00 | 0.00 |
| 3.JEA Sanitary Sewer Coll Sys Gen Permit | 2,000.00 | 0.00 | 0.00 | 0.00 |
| 4.JEA Water Dist. Sys Gen Permit | 2,000.00 | 0.00 | 0.00 | 0.00 |
| 5.SJRWMD ERP Modification | 9,800.00 | 0.00 | 0.00 | 0.00 |
| Total Fee | 31,800.00 | | 0.00 | 0.00 |
| Total Fee | | | | 0.00 |
| Total this Phase | | | | 0.00 |

Phase 03. Project Management

Labor

| | | Hours | Rate | Amount |
|--------------------------|------------|-------|--------|-----------------|
| Executive Vice President | | | | |
| Wild, Scott | 10/5/2024 | 1.00 | 362.00 | 362.00 |
| Vice President | | | | |
| Katsaras, George | 10/5/2024 | 1.00 | 280.00 | 280.00 |
| Katsaras, George | 10/12/2024 | .50 | 280.00 | 140.00 |
| Katsaras, George | 10/19/2024 | 9.50 | 280.00 | 2,660.00 |
| Katsaras, George | 10/26/2024 | .50 | 280.00 | 140.00 |
| Sr. Landscape Architect | | | | |
| Korman, Jon | 10/19/2024 | 2.00 | 195.00 | 390.00 |
| Korman, Jon | 10/26/2024 | 1.00 | 195.00 | 195.00 |
| Totals | | 15.50 | | 4,167.00 |
| Total Labor | | | | 4,167.00 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|----------|-----------|
| Labor | 4,167.00 | 1,086.00 | 5,253.00 |
| Limit | | | 15,000.00 |
| Remaining | | | 9,747.00 |

| | | | | |
|---|--------------------------|-------------------|---------------------------|--------------------|
| | | | Total this Phase | \$4,167.00 |
| <hr style="border-top: 1px dashed black;"/> | | | | |
| Phase | XP. | Expenses | | |
| Expenses | | | | |
| | Delivery / Messenger Svc | | 170.91 | |
| | Total Expenses | 1.15 times | 170.91 | 196.55 |
| | | | Total this Phase | \$196.55 |
| | | | Total This Invoice | \$29,455.05 |

| | | | | |
|----------------------|--------|-----------|---------------|-------------|
| Outstanding Invoices | | | | |
| | Number | Date | Balance | |
| | 215972 | 10/3/2024 | 21,906.00 | |
| | Total | | 21,906.00 | |
| | | | Total Now Due | \$51,361.05 |

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

October 31, 2024

Invoice No: 216470

Total This Invoice \$5,820.00

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

Professional Services rendered through October 26, 2024

Phase 01 Master Site Planning

Labor

| | | | Hours | Rate | Amount |
|-------------------------------------|------------|--|-------|--------|-----------------|
| Sr. Landscape Architect | | | | | |
| Clark, Ryan | 10/5/2024 | | 5.00 | 184.00 | 920.00 |
| Clark, Ryan | 10/12/2024 | | 1.50 | 184.00 | 276.00 |
| Clark, Ryan | 10/19/2024 | | 6.00 | 184.00 | 1,104.00 |
| Clark, Ryan | 10/26/2024 | | 1.00 | 184.00 | 184.00 |
| Senior Technician/Senior Specialist | | | | | |
| Merrell, Scott | 10/5/2024 | | .75 | 163.00 | 122.25 |
| Merrell, Scott | 10/19/2024 | | 1.25 | 163.00 | 203.75 |
| Merrell, Scott | 10/26/2024 | | 3.00 | 163.00 | 489.00 |
| GIS Consultant | | | | | |
| Tindell, Jordon | 10/19/2024 | | .25 | 150.00 | 37.50 |
| Totals | | | 18.75 | | 3,336.50 |
| Total Labor | | | | | 3,336.50 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 3,336.50 | 30,475.00 | 33,811.50 |
| Limit | | | 35,000.00 |
| Remaining | | | 1,188.50 |

Total this Phase \$3,336.50

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 | 10/5/2024 | | 1.00 | 335.00 | 335.00 |
| Wild, Scott | 10/26/2024 | | 1.00 | 335.00 | 335.00 |

| | | | | |
|---------|-------------|---|---------|--------|
| Project | 22121.00000 | Three Rivers CDD - (WA#7) MASTER SITE P | Invoice | 216470 |
|---------|-------------|---|---------|--------|

| | | | | |
|------------------------------|------------|-------|--------|----------|
| Project Manager | | | | |
| Milligan, Neal | 10/5/2024 | 2.50 | 200.00 | 500.00 |
| Engineer | | | | |
| Horrell, Nicholas | 10/5/2024 | 2.50 | 175.00 | 437.50 |
| Sr. Planner/Planning Manager | | | | |
| Dendor, Casey | 10/19/2024 | 2.25 | 200.00 | 450.00 |
| Dendor, Casey | 10/26/2024 | .75 | 200.00 | 150.00 |
| Sr. Landscape Architect | | | | |
| Clark, Ryan | 10/12/2024 | 1.50 | 184.00 | 276.00 |
| Totals | | 11.50 | | 2,483.50 |

Total Labor **2,483.50**

| | | | |
|-----------------------|----------------|--------------|----------------|
| Billing Limits | Current | Prior | To-Date |
| Total Billings | 2,483.50 | 32,513.00 | 34,996.50 |
| Limit | | | 35,000.00 |
| Remaining | | | 3.50 |

Total this Phase **\$2,483.50**

| | | | |
|-------|----|----------|--|
| Phase | XP | Expenses | |
| | | | Total this Phase 0.00 |

Total This Invoice **\$5,820.00**

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 215466 | 8/29/2024 | 4,141.25 |
| 215960 | 10/3/2024 | 4,552.25 |
| Total | | 8,693.50 |

Total Now Due **\$14,513.50**

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

October 31, 2024

Invoice No: 216484

| | |
|---------------------------|-----------------|
| Total This Invoice | \$610.53 |
|---------------------------|-----------------|

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

Professional Services rendered through October 26, 2024

Phase 01 Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|-----------------------------|------------|--|-------|--------|---------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 10/26/2024 | | 1.00 | 335.00 | 335.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 10/19/2024 | | 1.00 | 175.00 | 175.00 |
| Totals | | | 2.00 | | 510.00 |
| Total Labor | | | | | 510.00 |

Billing Limits

| | Current | Prior | To-Date |
|----------------|---------|-----------|-----------|
| Total Billings | 510.00 | 75,000.00 | 75,510.00 |
| Limit | | | 80,000.00 |
| Remaining | | | 4,490.00 |

Total this Phase \$510.00

Phase 02 Progress Meetings

Billing Limits

| | Current | Prior | To-Date |
|----------------|---------|-----------|-----------|
| Total Billings | 0.00 | 12,421.75 | 12,421.75 |
| Limit | | | 12,960.00 |
| Remaining | | | 538.25 |

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

Expenses

| | | | |
|--------------------------|--------------------|-------|----------|
| Delivery / Messenger Svc | | 87.42 | |
| Total Expenses | 1.15 times | 87.42 | 100.53 |
| | Total this Phase | | \$100.53 |
| | Total This Invoice | | \$610.53 |

Outstanding Invoices

| Number | Date | Balance | |
|--------|---------------|-----------|-------------|
| 215487 | 8/29/2024 | 8,598.00 | |
| 215986 | 10/3/2024 | 6,376.50 | |
| Total | | 14,974.50 | |
| | Total Now Due | | \$15,585.03 |

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

October 31, 2024

Invoice No: 216485

Total This Invoice \$1,875.00

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

Professional Services rendered through October 26, 2024

Phase 01. Limited Construction Administration Serv

Labor

| | | | Hours | Rate | Amount |
|------------------------------------|------------|--|-------|--------|-----------------|
| Executive VP/Chief Engineer | | | | | |
| Wild, Scott | 10/5/2024 | | 1.50 | 335.00 | 502.50 |
| Project Manager | | | | | |
| Brooks, Jeffrey | 10/26/2024 | | .50 | 200.00 | 100.00 |
| Milligan, Neal | 10/26/2024 | | 1.00 | 200.00 | 200.00 |
| Engineer | | | | | |
| Horrell, Nicholas | 10/26/2024 | | 3.50 | 175.00 | 612.50 |
| CEI Project Manager/Project Admin. | | | | | |
| Donchez, James | 10/5/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 10/12/2024 | | 1.00 | 184.00 | 184.00 |
| Donchez, James | 10/19/2024 | | .50 | 184.00 | 92.00 |
| Donchez, James | 10/26/2024 | | .50 | 184.00 | 92.00 |
| Totals | | | 9.00 | | 1,875.00 |
| Total Labor | | | | | 1,875.00 |

| Billing Limits | Current | Prior | To-Date |
|----------------|----------|-----------|-----------|
| Total Billings | 1,875.00 | 36,286.00 | 38,161.00 |
| Limit | | | 69,108.00 |
| Remaining | | | 30,947.00 |

Total this Phase \$1,875.00

Phase 02. Progress Meetings

| Billing Limits | Current | Prior | To-Date |
|----------------|---------|--------|-----------|
| Total Billings | 0.00 | 660.00 | 660.00 |
| Limit | | | 13,524.00 |
| Remaining | | | 12,864.00 |

Total this Phase 0.00

Phase 03. Owner Requested Plan Revisions

| Billing Limits | | Current | Prior | To-Date |
|------------------|--|---------|----------|-----------|
| Total Billings | | 0.00 | 1,470.00 | 1,470.00 |
| Limit | | | | 10,000.00 |
| Remaining | | | | 8,530.00 |
| 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>\$1,875.00</u> |

| Outstanding Invoices | | | |
|----------------------|-----------|----------|-------------|
| Number | Date | Balance | |
| 215488 | 8/29/2024 | 3,642.50 | |
| 215987 | 10/3/2024 | 5,299.50 | |
| Total | | 8,942.00 | |
| Total Now Due | | | \$10,817.00 |

Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 78 - ETM (Oct 2024)

Final Audit Report

2024-11-18

| | |
|-----------------|---|
| Created: | 2024-11-18 |
| By: | Shelley Blair (blairs@etminc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAAdvLd2_uToN5d3wg3zzl45tWcNgzIACqc |

"Three Rivers CDD 2023 ACQUISITION AND CONSTRUCTION 78 - ETM (Oct 2024)" History

-  Document created by Shelley Blair (blairs@etminc.com)
2024-11-18 - 12:45:12 PM GMT
-  Document emailed to Carolina Aristimuno (gkern@greenpointellc.com) for signature
2024-11-18 - 12:45:18 PM GMT
-  Email viewed by Carolina Aristimuno (gkern@greenpointellc.com)
2024-11-18 - 1:38:36 PM GMT
-  Document e-signed by Carolina Aristimuno (gkern@greenpointellc.com)
Signature Date: 2024-11-18 - 1:38:56 PM GMT - Time Source: server
-  Agreement completed.
2024-11-18 - 1:38:56 PM GMT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS I

**SECOND AMENDMENT TO AGREEMENT FOR LAKE MANAGEMENT SERVICES BETWEEN THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT AND SITEX AQUATICS, LLC**

This Second Amendment ("Second Amendment") is made and entered into this 23 day of September 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 having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431("District"); and

Sitex Aquatics, LLC, a Florida limited liability , with a mailing address of PO Box 917, Palmetto, Florida 34221 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District and the Contractor previously entered into that certain *Agreement between Three Rivers Community Development District and Sitex Aquatics, LLC for Pond Management Services* and that certain *First Amendment to Agreement for Lake Management Services between Three Rivers Community Development District and Sitex Aquatics, LLC* (together, the "Services Agreement"); and

WHEREAS, pursuant to Section 10 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

Whereas, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this Second Amendment so that this Second Amendment constitutes a legal and binding obligation of each Party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

- A.** The Services Agreement is hereby amended to reflect the updated scope of services pursuant to Contractor's proposal dated September 15, 2024, which proposal is attached hereto as **Exhibit A**. A map of the ponds subject to the

Services Agreement, as amended, is attached hereto as **Exhibit B**. **Exhibits A** and **B** are intended to reflect the total scope of services to be provided under the Services Agreement and the total compensation to be paid for such services.

B. Compensation and the scope of service for the services shall be amended in accordance with **Exhibit A**. Such payment shall be due and payable in accordance with the terms of the Services Agreement, as amended.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Amendment, the Services Agreement and this Amendment control and shall prevail.

SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

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

Attest:

DocuSigned by: 9/23/2024

Ernesto Torres

AE6196FB34D4464...
Secretary/Assistant Secretary

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT

Signed by: 9/23/2024

Gregg Kern

6AB6ADEEDEF114B6...
Chairperson/Vice Chairperson

SITEX AQUATICS, LLC

Signed by:

Joe Craig

By: 9/23/2024
Its: 9/23/2024

Exhibit A: Proposal
Exhibit B: Map



PO Box 917
Parrish, FL 34219

813.564.2322
www.sitexaquatics.com

Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" & Three Rivers CDD hereafter called "customer"

Customer: Three Rivers CDD
C/O: Castle Group
Contact: Mr. James McMahon
Address: 76183 Tributary Dr Yulee, FL 32907
Email: jmcMahon@Castlegroup.com
Phone: 954.792.6000

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

20 waterways (36 acres) at the Tributary Community located in Yulee, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

- | | |
|--|----------|
| 1. Shoreline Grass and Brush Control | Included |
| 2. Underwater, Floating and Algae Treatment | Included |
| 3. All Services Performed by State Licensed Applicator | Included |
| 4. Treatment Report Issued After Each Visit | Included |
| 5. Use of EPA Regulated Materials Only | Included |
| 6. Algae callback service as needed | Included |
| 7. Non-Construction trash removal | Included |


Service shall consist of Twelve (12) treatments a year as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 10/01/24 thru 09/30/25 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$2,675.00
Total Annual Maintenance Cost: \$32,100.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

| | | | |
|--------------------------|-------------------|--|--|
| <hr/> <p>Accepted By</p> | <hr/> <p>Date</p> | <div style="text-align: center;">  <p>President, Sitex Aquatics Ilc.</p> </div> <hr/> | <div style="text-align: center;"> <p>09/15/2024</p> <hr/> <p>Date</p> </div> |
|--------------------------|-------------------|--|--|

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two percent (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested by the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (Monday-Friday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

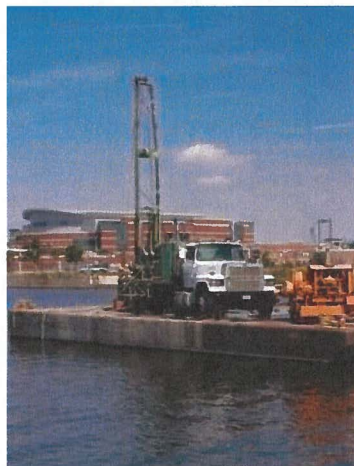
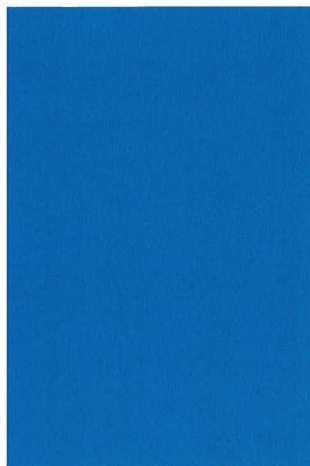
THREE RIVERS CDD/TRIBUTARY

TRIBUTARY DR
YULEE, FL 32907
20 PONDS



THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS II



ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

Tributary Amenity – Pump House

Yulee, Florida

ECS Proposal Number 35:22955

November 13, 2024





ECS FLORIDA, LLC

Geotechnical • Construction Materials • Environmental • Facilities

November 13, 2024

Mr. Mike Taylor
Three Rivers CDD
7807 Baymeadows Road East
Suite 205
Jacksonville, Florida 32256

ECS Proposal No. 35:22955

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
Tributary Amenity – Pump House
Yulee, Florida

Dear Mr. Taylor:

Thank you for the opportunity to submit a proposal for your project. We look forward to providing any geotechnical engineering and construction materials testing and environmental consulting you may need for any of your projects.

SCOPE OF WORK

As requested, we propose to install four piezometers within the pool pump house equipment area to measure groundwater levels at the site. We have included budget for two trips subsequent to the piezometer installation to read the groundwater levels. The data obtained from our exploration will be provided in a letter report.

COMPENSATION AND AUTHORIZATION FOR PAYMENT

Based on the scope of services outlined above, we propose to provide the geotechnical and engineering services for a lump sum fee of \$3,700. A returned copy of the attached authorization form dated and signed by a responsible signatory will formally authorize the services identified in this proposal. Our work will be performed in accordance with our Terms and Conditions, a copy of which is attached to and made part of this proposal.

11554 DAVIS CREEK COURT, JACKSONVILLE, FL 32256 • T: 904-880-0960

ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Pacific, Inc. • ECS Southeast, LLC • ECS Southwest, LLP
ECS New York Engineering, PLLC - An Associate of ECS Group of Companies www.ecslimited.com

"ONE FIRM, ONE MISSION"

CLOSING

ECS Florida, LLC endeavors to achieve sustainable growth through client-focused partnerships, and we sincerely look forward to continue developing our professional relationship with your company. Should you have any questions regarding this proposed cost estimate please contact our office.

Respectfully submitted,

ECS FLORIDA, LLC



Jared Pitts, P.E.

Geotechnical Department Manager

JPitts@ecslimited.com



Chris M. Egan, P.E.

Assistant Office Manager, Principal

CEgan@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

**PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC****Project Name:** Tributary Amenity – Pump House**Location:** Yulee, Florida**Fee:** \$3,700☐ Private Utility Locator

Indicate if a private utility locator is requested by checking the box above for private utility locator.

The fee will be established based on site specific requirements.

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____

Contact Person: _____

Telephone No.: _____

E-mail: _____

Responsible for Payment**Approval of Invoice (if different)**

Contact Name: _____

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No: _____

E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

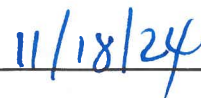
| Name | E-mail Address | Phone Number | Fax Number |
|-------|----------------|--------------|------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Special Instructions: _____

Client Signature: x



Date:





ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE -ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
- 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
- 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the

acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS III

**AGREEMENT BETWEEN THE THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT AND VALLENCOURT CONSTRUCTION COMPANY,
INC., FOR POST COMPLETION FINAL ASPHALT LIFT
[TRIBUTARY UNIT 5]**

THIS AGREEMENT ("Agreement") is made and entered into this 23 day of OCTOBER 2024, by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Nassau County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 32084 ("District"), and

VALLENCOURT CONSTRUCTION COMPANY, INC., a Florida corporation, with a mailing address of 449 Center Street, Green Cove Springs, Florida 33431 ("Contractor").

RECITALS

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 for a contractor to provide the labor and materials necessary for the post completion final asphalt lift within the District on roadway improvements previously constructed and/or installed by the Contractor, all as more particularly described in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable, and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

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

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

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

SECTION 2. DUTIES.

- A.** The duties, obligations, and responsibilities of Contractor are to provide the services, labor and materials to install landscape and irrigation as described in **Exhibit A**, attached hereto and incorporated herein ("Project"). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C.** This Agreement grants to Contractor the right to enter District lands which 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.
- D.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. COMPENSATION.

- A.** As compensation for the completion of the Project, the District agrees to pay Contractor One Hundred Ten Thousand Three Hundred Eight-Three Dollars and Seventy-Five Cents (\$110,383.75). Contractor shall invoice the District monthly for the portions of the Project completed at the time of the invoice, in accordance with the requirements of subsection 3(D). The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B.** If the District should desire additional services, Contractor agrees to negotiate in

good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to 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, materialmen, suppliers or laborers, and further require that 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.

SECTION 4. DATE OF COMPLETION. Contractor shall complete the Project within ninety (90) calendar days of the issuance of a Notice to Proceed by the District. The completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants workmanship and materials for one (1) year and agrees to assign any and all of the manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

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

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 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.

If 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 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 8. INDEMNIFICATION.

- A.** Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract.
- 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, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 9 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained

herein.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. 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 12. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

SECTION 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

SECTION 17. 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 c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 32084 Attn: District Manager |
| With a copy to: | Kutak Rock LLP 107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel |
| B. If to Contractor: | Vallencourt Construction Company, Inc. 449 Center Street Green Cove Springs, Florida 32043 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 District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be

sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Ernesto Torres ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 295-5714 TORRESE@WHAASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 21. 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 22. 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 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

SECTION 26. 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 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(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 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*.

SECTION 29. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. The Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

The Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

The Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

The Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[Signatures on following page]


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

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**



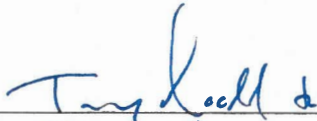
Secretary / Assistant Secretary



Chairperson, Board of Supervisors

WITNESS:

**VALLENCOURT CONSTRUCTION
COMPANY, INC.**


By: Tim GARRIS, Senior P.M.
Vallencourt Construction Co.



By: STAN BATES
Its: Vice President

Exhibit A: Contractor's Proposal

Exhibit A

| | | |
|---|---|--|
| <p>Marcus Nolaarnay, President Mike Vallencourt Sr., Chairman</p> |  | <p>Mike Vallencourt II, Vice President J. Daniel Vallencourt, Vice President Stan Bates P.E., Vice President</p> |
|---|---|--|

To: Three Rivers CDD
Address: 475 West Town Place, Ste 114
 St. Augustine, FL 32092
Project : Tributary Unit 5, Final Lift Asphalt
Location: Yulee, FL Nassau County

Contact: Joe Cornelison
Phone: 386-290-4300

Bid Number:
Bid Date: 9/13/2024

Unit 5

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--|------------------------|--------------------|------|------------|---------------------|
| 001 General Conditions | | | | | |
| 100 | General Conditions | 1 | LS | \$2,655.00 | \$2,655.00 |
| Total Price for above 001 General Conditions Items: | | | | | \$2,655.00 |
| 007 Maintenance Of Traffic | | | | | |
| 700 | Maintenance of Traffic | 1 | LS | \$1,595.00 | \$1,595.00 |
| Total Price for above 007 Maintenance Of Traffic Items: | | | | | \$1,595.00 |
| 008 Demolition | | | | | |
| 814 | Demo Existing Asphalt | 67 | SY | \$15.46 | \$1,035.82 |
| Total Price for above 008 Demolition Items: | | | | | \$1,035.82 |
| 015 Asphalt Paving | | | | | |
| 1503 | 3/4" Asphalt Pavement | 8,562.00 | SY | \$10.83 | \$92,726.46 |
| 1516 | Patching | 67 | SY | \$71.09 | \$4,763.03 |
| 1518 | Tack Coat | 8,562.00 | SY | \$0.62 | \$5,308.44 |
| Total Price for above 015 Asphalt Paving Items: | | | | | \$102,797.93 |
| 017 Striping & Signs | | | | | |
| 1700 | Striping & Signs | 1 | LS | \$2,300.00 | \$2,300.00 |
| Total Price for above 017 Striping & Signs Items: | | | | | \$2,300.00 |
| TOTAL BID PRICE: | | | | | \$110,383.75 |

Notes:

The above price excludes Landscaping & Irrigation
 The above price excludes Sunday Work
 The above price is based on the owner providing horizontal and vertical site control
 The above price is based on field walk through with Lennar & Greenpointe, all curbs to be removed/replaced prior to mobilization

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer:

Signature: _____

Date of Acceptance: _____

Tim Gaddis
 Senior Project Manager
tmg@valleencourt.com

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS IV

**AGREEMENT BETWEEN THE THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT AND VALLENCOURT CONSTRUCTION COMPANY,
INC., FOR POST COMPLETION FINAL ASPHALT LIFT & CURB REPAIRS
[TRIBUTARY UNIT 6]**

THIS AGREEMENT ("Agreement") is made and entered into this 23 day of October, 2024, by and between:

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Nassau County, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 32084 ("District"), and

VALLENCOURT CONSTRUCTION COMPANY, INC., a Florida corporation, with a mailing address of 449 Center Street, Green Cove Springs, Florida 33431 ("Contractor").

RECITALS

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 for a contractor to provide the labor and materials necessary for the post completion final asphalt lift and curb repairs within the District on roadway improvements previously constructed and/or installed by the Contractor, all as more particularly described in Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, Contractor represents and warrants to the District that it is qualified, capable, and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

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

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

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

SECTION 2. DUTIES.

- A. The duties, obligations, and responsibilities of Contractor are to provide the services, labor and materials to install landscape and irrigation as described in **Exhibit A**, attached hereto and incorporated herein ("Project"). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the District Manager or his/her designee. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- B. Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C. This Agreement grants to Contractor the right to enter District lands which 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.
- D. Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.
- E. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.

SECTION 3. COMPENSATION.

- A. As compensation for the completion of the Project, the District agrees to pay Contractor Two Hundred Sixty-Five Thousand Three Hundred Eight Dollars and Forty-Four Cents (\$265,308.44). Contractor shall invoice the District monthly for the portions of the Project completed at the time of the invoice, in accordance with the requirements of subsection 3(D). The invoices shall be due and payable consistent with Florida's Prompt Payment Act for construction services.
- B. If the District should desire additional services, Contractor agrees to negotiate in

good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.

- C. The District may require, as a condition precedent to making any payment to 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, materialmen, suppliers or laborers, and further require that 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 Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.

SECTION 4. DATE OF COMPLETION. Contractor shall complete the Project within ninety (90) calendar days of the issuance of a Notice to Proceed by the District. The completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

SECTION 5. TERMINATION. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. Contractor hereby warrants workmanship and materials for one (1) year and agrees to assign any and all of the manufacturers' warranties to the District. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with this Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District, and correct and pay for any other damage resulting therefrom to the District property or the property of landowners within the District.

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

SECTION 7. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

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

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 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.

If 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 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 8. INDEMNIFICATION.

- A.** Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of services related to this construction contract.
- 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, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 9 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained

herein.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. 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 12. NO THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 13. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

SECTION 14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

SECTION 15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

SECTION 16. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

SECTION 17. 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
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 32084
Attn: District Manager

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

B. If to Contractor: Vallencourt Construction Company, Inc.
449 Center Street
Green Cove Springs, Florida 32043
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 District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be

sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth in this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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 19. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Nassau County, Florida

SECTION 20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Ernesto Torres ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 295-5714 TORRESE@WHAASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

SECTION 21. 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 22. 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 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 24. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 25. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

SECTION 26. 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 27. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(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 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*.

SECTION 29. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. The Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

The Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

The Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

The Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[Signatures on following page]

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

ATTEST:

**THREE RIVERS COMMUNITY
DEVELOPMENT DISTRICT**



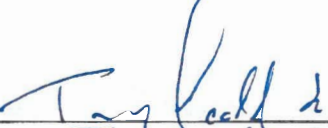
Secretary / Assistant Secretary



Chairperson, Board of Supervisors

WITNESS:

**VALLENCOURT CONSTRUCTION
COMPANY, INC.**


By: Tim Gadois, Senior PM.
Vallencourt Construction Co.



By: Steve Bots
Its: Vice President

Exhibit A: Contractor's Proposal

Exhibit A

| | | |
|---|---|--|
| <p>Marcus McInarnay, President Mike Vallencourt Sr., Chairman</p> |  | <p>Mike Vallencourt II, Vice President J. Daniel Vallencourt, Vice President Stan Bates P.E., Vice President</p> |
|---|---|--|

To: Three Rivers CDD
Address: 475 West Town Place, Ste 114
 St. Augustine, FL 32092
Project: Tributary Unit 6, Final Lift & Curb Repairs
Location: Yulee, FL Nassau County

Contact: Joe Cornelison
Phone: 386-290-4300

Bid Number:
Bid Date: 9/13/2024

Unit 6

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|--|-------------------------|--------------------|------|-------------|---------------------|
| 001 General Conditions | | | | | |
| 100 | General Conditions | 1 | LS | \$6,375.00 | \$6,375.00 |
| Total Price for above 001 General Conditions Items: | | | | | \$6,375.00 |
| 007 Maintenance Of Traffic | | | | | |
| 700 | Maintenance of Traffic | 1 | LS | \$3,825.00 | \$3,825.00 |
| Total Price for above 007 Maintenance Of Traffic Items: | | | | | \$3,825.00 |
| 008 Demolition | | | | | |
| 812 | Demo Existing Curbs | 292.00 | LF | \$22.84 | \$6,669.28 |
| 814 | Demo Existing Asphalt | 104 | SY | \$15.46 | \$1,607.84 |
| Total Price for above 008 Demolition Items: | | | | | \$8,277.12 |
| 015 Asphalt Paving | | | | | |
| 1503 | 3/4" Asphalt Pavement | 18,692.00 | SY | \$10.83 | \$202,434.36 |
| 1516 | Patching | 104 | SY | \$71.09 | \$7,393.36 |
| 1518 | Tack Coat | 18,692.00 | SY | \$0.62 | \$11,589.04 |
| Total Price for above 015 Asphalt Paving Items: | | | | | \$221,416.76 |
| 017 Striping & Signs | | | | | |
| 1700 | Final Striping | 1 | LS | \$13,026.00 | \$13,026.00 |
| Total Price for above 017 Striping & Signs Items: | | | | | \$13,026.00 |
| 018 Curbs | | | | | |
| 1804 | 18" Miami Curb & Gutter | 190.00 | LF | \$43.74 | \$8,310.60 |
| 1805 | 8" Ribbon Curb | 102 | LF | \$39.98 | \$4,077.96 |
| Total Price for above 018 Curbs Items: | | | | | \$12,388.56 |
| TOTAL BID PRICE: | | | | | \$265,308.44 |

Notes:

The above price excludes Landscaping & Irrigation
 The above price excludes Sunday Work
 The above price is based on the owner providing horizontal and vertical site control
 The above price is based on map marked up by CDD & Field Measurements by VCC

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS V

Performance and Payment Bond

Public Work

Surety Bond No.: 108069175

As to the Contractor/Principal:

Name: **Vallencourt Construction Co., Inc**

Principal Business Address: **449 Center Street Green Cove Springs, FL 32043**

Telephone: **(904) 291-9330**

As to the Surety:

Name: **Travelers Casualty and Surety Company of America**

Principal Business Address: **One Tower Square, Hartford, CT 06183**

Telephone: **(800) 842-8496**

As to the Owner of the Property/Contracting Public Entity:

Name: **Three Rivers Community Development District**

Principal Business Address: **Wrathell, Hunt & Associates LLC
2300 Glades Rd Suite 410W Boca Raton, FL 32084**

Telephone: _____

Project Description: Post Completion Final Asphalt Lift & Curb Repairs Tributary Unit 6

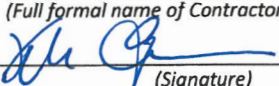

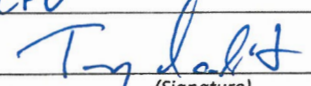
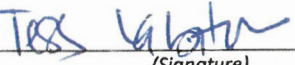
Legal Description of Project: Post Completion Final Asphalt Lift & Curb Repairs Tributary Unit 6

This bond has been furnished to comply with the requirements of F.S.A. 255.05. This bond is hereby amended such that All provisions and limitations, including conditions, notice and time limitations of F.S.A. 255.05 are incorporated herein by reference. Any provisions of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/ payment bond(s) regardless of preprinted numbers on the other pages issued in compliance with Florida Statute 255.05

Bond Number Assigned by Surety: 108069175

PERFORMANCE BOND

| | |
|--|--|
| Contractor Name: Vallencourt Construction Co., Inc Address (principal place of business): 449 Center Street Green Cove Springs, FL 32043 Telephone Number: 904-291-9330 | Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford CT 06183 Telephone Number: 800-842-8496 |
| Owner Name: Three Rivers Community Development District Mailing address (principal place of business): Wrathell, Hunt & Associates LLC 2300 Glades Rd Suite 410W Boca Raton, FL 32084 Telephone Number: | Contract Description (name and location): Post Completion Final Asphalt Lift & Curb Repairs Tributary Unit 6, Nassau County FL Contract Price: \$265,308.44 Effective Date of Contract: |
| Bond Bond Amount: \$265,308.44 Date of Bond: (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16 | |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative. | |
| Contractor as Principal Vallencourt Construction Co., Inc (Full formal name of Contractor) | Surety Travelers Casualty and Surety Company of America (Full formal name of Surety) (corporate seal) |
| By:  (Signature) | By:  (Signature)/(Attach Power of Attorney) |
| Name: Kyle Gammon (Printed or typed) | Name: Robert T. Theus (Printed or typed) |
| Title: CFD | Title: Attorney in Fact |
| Attest:  (Signature) | Attest:  (Signature) |
| Name: Tim Gammon (Printed or typed) | Name: Tess Labitan (Printed or typed) |
| Title: Senior Project Manager | Title: Account Manager |
| Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable. | |

EJCDC® C-610, Performance Bond.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Bond Number Assigned by Surety: 108069175

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety: 108069175

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 - 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 - 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 - 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 - 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 - 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 - 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 - 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety: 108069175

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

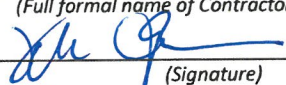

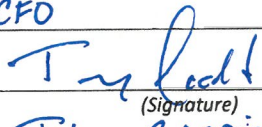
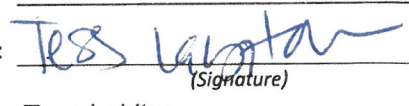
14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

PAYMENT BOND

Bond # 108069175

| | |
|---|--|
| Contractor Name: Vallencourt Construction Co., Inc Address (principal place of business): 449 Center Street Green Cove Springs FL 32043 Telephone Number: 904-291-9330 | Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford CT 06183 Telephone Number: 800-842-8496 |
| Owner Name: Three Rivers Community Development District Mailing address (principal place of business): Wrathell, Hunt & Associates LLC 2300 Glades Rd Suite 410W Boca Raton, FL 32084 Telephone Number: | Contract Description (name and location): Post Completion Final Asphalt Lift — & Curb Repairs Tributary Unit 6 Contract Price: \$265,308.44 Effective Date of Contract: |
| Bond Bond Amount: \$265,308.44 Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18 | |
| Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative. | |
| Contractor as Principal Vallencourt Construction Co., Inc <i>(Full formal name of Contractor)</i> | Surety Travelers Casualty and Surety Company of America <i>(Full formal name of Surety) (Corporate Seal)</i> |
| By:  <i>(Signature)</i> | By:  <i>(Signature) (Attach Power of Attorney)</i> |
| Name: Kyle Gammon <i>(Printed or typed)</i> | Name: Robert T. Theus <i>(Printed or typed)</i> |
| Title: CFO | Title: Attorney in Fact |
| Attest:  <i>(Signature)</i> | Attest:  <i>(Signature)</i> |
| Name: Tim Gaddis <i>(Printed or typed)</i> | Name: Tess Labitan <i>(Printed or typed)</i> |
| Title: Senior Project Manager | Title: Account Manager |
| Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable. | |

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
21. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 21.1. Claimants who do not have a direct contract with the Contractor
 - 121..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 121..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 23.2. Pay or arrange for payment of any undisputed amounts.
 - 23.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

24. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
32. Definitions
 - 32.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 132..1. The name of the Claimant;
 - 132..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 132..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 132..4. A brief description of the labor, materials, or equipment furnished;

- 132..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 132..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 132..7. The total amount of previous payments received by the Claimant; and
- 132..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
34. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert T Theus** of **JACKSONVILLE, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2024



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

7B

Three Rivers Community Development District
Request for Proposals – Landscape & Irrigation Maintenance Services

Evaluation Matrix

| | | Personnel & Equipment | Experience | Understanding Scope of RFP | Financial Capability | Price | Reasonableness of ALL Numbers | TOTAL SCORE |
|---|----------------------|-----------------------|------------|----------------------------|----------------------|-------|-------------------------------|-------------|
| | <i>weight factor</i> | 20 | 20 | 15 | 5 | 25 | 15 | 100 |
| | NAME OF RESPONDENT | | | | | | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |
| 6 | | | | | | | | |

Board Member’s Signature

Date

III. EVALUATION CRITERIA

THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

1. Personnel & Equipment (20 Points Possible) (____ Points Awarded)

This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

2. Experience (20 Points Possible) (____ Points Awarded)

This category addresses past & current record and experience of the Proposer in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; etc.

3. Understanding Scope of RFP (15 Points Possible) (____ Points Awarded)

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

4. Financial Capacity (5 Points Possible) (____ Points Awarded)

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

5. Price (25 Points Possible) (____ Points Awarded)

A full twenty-five (25) points will be awarded to the Proposer submitting the lowest bid for Parts 1 – 4 (the Contract Amount). AN AVERAGE OF ALL FIVE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FOUR ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 25 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (25). $(210,000/265,000) \times 25 = 19.81$, therefore, Contractor "B" will receive 19.81 of 25 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (25). $(210,000/425,000) \times 25 = 12.35$, therefore, Contractor "C" will receive 12.35 of 25 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (____ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6, as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (____ Points Awarded)

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

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

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

| | General Fund | Debt Service Fund Series 2019A-1 | Debt Service Fund Series 2019A-2 | Debt Service Fund Series 2021B | Debt Service Fund Series 2021B SSA | Debt Service Fund Series 2023 | Capital Projects Fund Series 2019 | Capital Projects Fund Series 2021B | Capital Projects Fund Series 2021B SSA | Capital Projects Fund Series 2023 | Total Governmental Funds |
|--|-------------------|--|--|--|--|---|---|--|--|---|--------------------------------|
| ASSETS | | | | | | | | | | | |
| Cash | \$ 41,045 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 41,045 |
| Investments | | | | | | | | | | | |
| Revenue | - | 676,592 | 441 | 3,847 | 143,947 | 392,358 | - | - | - | - | 1,217,185 |
| Reserve | - | 888,419 | - | 14,850 | 285,594 | 1,043,571 | - | - | - | - | 2,232,434 |
| Prepayment | - | 26,770 | 3,391 | 195,482 | - | 3,036,428 | - | - | - | - | 3,262,071 |
| Construction | - | - | - | - | - | - | - | 10,149 | 299,820 | 5,292 | 315,261 |
| Construction - master | - | - | - | - | - | - | 17 | - | - | - | 17 |
| Construction - neighborhood | - | - | - | - | - | - | 1 | - | - | - | 1 |
| Cost of issuance | - | - | - | - | - | 21,220 | - | - | - | - | 21,220 |
| Capitalized interest | - | - | - | - | - | 3,179 | - | - | - | - | 3,179 |
| Interest | - | - | - | 3,573 | - | 19,247 | - | - | - | - | 22,820 |
| General redemption | - | - | - | - | 505 | - | - | - | - | - | 505 |
| Undeposited funds | - | - | - | - | - | 22,148 | - | - | - | - | 22,148 |
| Due from developer | 207,088 | - | - | - | - | - | - | 19,445 | 180,938 | 90,674 | 498,145 |
| Due from Three Rivers Developers | - | 12,145 | - | - | 46,796 | 79,124 | - | - | - | - | 138,065 |
| Due from Nassau County | - | - | - | - | - | - | - | - | 12,255 | - | 12,255 |
| Due from other | 2,747 | - | - | - | - | - | - | 6 | 450 | - | 3,203 |
| Due from general fund | - | 875 | - | - | - | 185 | - | - | - | - | 1,060 |
| Due from debt service fund 2019A-1 | - | - | 5,509 | - | - | - | - | - | - | - | 5,509 |
| Due from capital projects fund 2021B | - | - | - | - | - | - | - | - | 6,870 | - | 6,870 |
| Utility deposit | 33,976 | - | - | - | - | - | - | - | - | - | 33,976 |
| Prepaid expense | 3,573 | - | - | - | - | - | - | - | - | - | 3,573 |
| Total assets | <u>\$ 288,429</u> | <u>\$ 1,604,801</u> | <u>\$ 9,341</u> | <u>\$ 217,752</u> | <u>\$ 476,842</u> | <u>\$ 4,617,460</u> | <u>\$ 18</u> | <u>\$ 29,600</u> | <u>\$ 500,333</u> | <u>\$ 95,966</u> | <u>\$ 7,840,542</u> |
| LIABILITIES | | | | | | | | | | | |
| Liabilities: | | | | | | | | | | | |
| Accounts payable | \$ 213,737 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 213,737 |
| Amenity deposits | 750 | - | - | - | - | - | - | - | - | - | 750 |
| Due to Developer | 6,818 | - | - | - | - | - | - | - | - | - | 6,818 |
| Credit Card | 1,499 | - | - | - | - | - | - | - | - | - | 1,499 |
| Due to other | 319 | - | - | - | - | - | - | - | - | - | 319 |
| Due to debt service fund 2019A-1 | 875 | - | - | - | - | - | - | - | - | - | 875 |
| Due to debt service fund 2019A-2 | - | 5,509 | - | - | - | - | - | - | - | - | 5,509 |
| Due to debt service fund 2023 | 185 | - | - | - | - | - | - | - | - | - | 185 |
| Due to capital projects fund 2021BSAA | - | - | - | - | - | - | - | 6,870 | - | - | 6,870 |
| Contracts payable | - | - | - | - | - | - | - | 19,445 | - | 90,674 | 110,119 |
| Retainage payable | - | - | - | - | - | - | - | 3,555 | 170,536 | 481,857 | 655,948 |
| Developer advance | 20,000 | - | - | - | - | - | - | - | - | - | 20,000 |
| Total liabilities | <u>244,183</u> | <u>5,509</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>29,870</u> | <u>170,536</u> | <u>572,531</u> | <u>1,022,629</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | | | | | | | | |
| Deferred receipts | 140,613 | 12,145 | - | - | 46,796 | 79,124 | - | 9,700 | 12,255 | 17,408 | 318,041 |
| Total deferred inflows of resources | <u>140,613</u> | <u>12,145</u> | <u>-</u> | <u>-</u> | <u>46,796</u> | <u>79,124</u> | <u>-</u> | <u>9,700</u> | <u>12,255</u> | <u>17,408</u> | <u>318,041</u> |
| FUND BALANCES | | | | | | | | | | | |
| Restricted for | | | | | | | | | | | |
| Debt service | - | 1,587,147 | 9,341 | 217,752 | 430,046 | 4,538,336 | - | - | - | - | 6,782,622 |
| Capital projects | - | - | - | - | - | - | 18 | (9,970) | 317,542 | (493,973) | (186,383) |
| Unassigned | (96,367) | - | - | - | - | - | - | - | - | - | (96,367) |
| Total fund balances | <u>(96,367)</u> | <u>1,587,147</u> | <u>9,341</u> | <u>217,752</u> | <u>430,046</u> | <u>4,538,336</u> | <u>18</u> | <u>(9,970)</u> | <u>317,542</u> | <u>(493,973)</u> | <u>6,499,872</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 288,429</u> | <u>\$ 1,604,801</u> | <u>\$ 9,341</u> | <u>\$ 217,752</u> | <u>\$ 476,842</u> | <u>\$ 4,617,460</u> | <u>\$ 18</u> | <u>\$ 29,600</u> | <u>\$ 500,333</u> | <u>\$ 95,966</u> | <u>\$ 7,840,542</u> |

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

| | Current Month | Year to Date | Budget | % of Budget |
|--|------------------|-----------------|------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll - net | \$ 892 | \$ 892 | \$ 855,626 | 0% |
| Assessment levy: off-roll | - | - | 201,163 | 0% |
| Developer contribution | - | - | 199,980 | 0% |
| Total revenues | <u>892</u> | <u>892</u> | <u>1,256,769</u> | 0% |
| EXPENDITURES | | | | |
| Professional & administrative | | | | |
| Supervisor fees | - | - | 9,000 | 0% |
| FICA | - | - | 918 | 0% |
| Engineering | - | - | 10,000 | 0% |
| Attorney | - | - | 25,000 | 0% |
| Arbitrage | - | - | 500 | 0% |
| DSF accounting: series 2019 | 625 | 625 | 7,500 | 8% |
| DSF accounting: series 2021 | 1,250 | 1,250 | 7,500 | 17% |
| DSF accounting: series 2022 | - | - | 7,500 | 0% |
| DSF accounting: series 2023 | 625 | 625 | 7,500 | 8% |
| Dissemination agent: series 2019 | 83 | 83 | 1,000 | 8% |
| Dissemination agent: series 2021-B1 | 83 | 83 | 1,000 | 8% |
| Dissemination agent: series 2021-B2 | 83 | 83 | 1,000 | 8% |
| Dissemination agent: series 2022 | - | - | 1,000 | 0% |
| Dissemination agent: series 2023 | 83 | 83 | 1,000 | 8% |
| Trustee: series 2019 | - | - | 4,300 | 0% |
| Trustee: series 2021-B1 | - | - | 4,000 | 0% |
| Trustee: series 2021-B2 | - | - | 4,000 | 0% |
| Trustee: series 2022 | - | - | 4,000 | 0% |
| Trustee: series 2023 | - | - | 4,000 | 0% |
| Audit | - | - | 7,500 | 0% |
| Management | 3,750 | 3,750 | 45,000 | 8% |
| O&M accounting | 625 | 625 | 7,500 | 8% |
| Website | - | - | 705 | 0% |
| ADA compliance | - | - | 210 | 0% |
| Telephone | 42 | 42 | 500 | 8% |
| Postage | - | - | 750 | 0% |
| Insurance | 6,631 | 6,631 | 6,000 | 111% |
| Printing & binding | 42 | 42 | 500 | 8% |
| Legal advertising | 283 | 283 | 20,000 | 1% |
| Other current charges | 5,083 | 5,083 | 500 | 1017% |
| Dues, licenses & subscriptions | 175 | 175 | 175 | 100% |
| Tax collector | 18 | 18 | 17,826 | 0% |
| Total professional & administrative | <u>19,481</u> | <u>19,481</u> | <u>207,884</u> | 9% |

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

| | Current Month | Year to Date | Budget | % of Budget |
|--|--------------------|--------------------|------------------|----------------|
| Operations & maintenance | | | | |
| Landscape maintenance | - | - | 300,000 | 0% |
| Landscape contingency | - | - | 20,000 | 0% |
| Lifestyle director | - | - | 85,000 | 0% |
| Electric | 440 | 440 | 60,000 | 1% |
| Reclaimed water | - | - | 35,000 | 0% |
| Lake/stormwater maintenance | - | - | 25,000 | 0% |
| Irrigation repairs | 3,203 | 3,203 | 10,000 | 32% |
| Total operations & maintenance | <u>3,643</u> | <u>3,643</u> | <u>535,000</u> | 1% |
| Amenity center | | | | |
| Utilities | | | | |
| Telephone & cable | 515 | 515 | 6,000 | 9% |
| Electric | 1,089 | 1,089 | 25,000 | 4% |
| Water irrigation | - | - | 5,000 | 0% |
| Gas | 78 | 78 | 1,500 | 5% |
| Trash removal | 200 | 200 | 3,000 | 7% |
| Security | | | | |
| Alarm monitoring | - | - | 400 | 0% |
| Monitoring | - | - | 3,000 | 0% |
| Access cards | - | - | 2,000 | 0% |
| Management contracts | | | | |
| Landscape mainenance | - | - | 55,000 | 0% |
| Landscape contingency | - | - | 5,500 | 0% |
| Pool maintenance | 2,850 | 2,850 | 28,200 | 10% |
| Pool repairs | 2,159 | 2,159 | 4,000 | 54% |
| Pool chemicals | - | - | 10,000 | 0% |
| Janitorial services | 1,520 | 1,520 | 30,000 | 5% |
| Janatorial supplies | - | - | 10,000 | 0% |
| Fitness equipment lease | 3,130 | 3,130 | 38,300 | 8% |
| Technology help desk | - | - | 3,000 | 0% |
| HVAC maintenance | - | - | 2,000 | 0% |
| Pest control | - | - | 2,750 | 0% |
| Pool permits | - | - | 1,000 | 0% |
| Repairs & maintenance | 742 | 742 | 20,000 | 4% |
| New capital projects | - | - | 10,000 | 0% |
| Special events | 3,955 | 3,955 | 82,500 | 5% |
| Holiday decorations | - | - | 12,666 | 0% |
| Fitness center repairs/supplies | - | - | 3,500 | 0% |
| Office supplies | 165 | 165 | 3,600 | 5% |
| ASCAP/BMI licences | - | - | 1,984 | 0% |
| Insurance: property | 63,728 | 63,728 | 74,414 | 86% |
| Fitness maintenance | - | - | 1,500 | 0% |
| Temporary Staff | - | - | 23,374 | 0% |
| Nassau County off-duty patrol | - | - | 15,000 | 0% |
| Meeting room | - | - | 7,200 | 0% |
| Life safety | - | - | 3,500 | 0% |
| Total amenity center | <u>80,131</u> | <u>80,131</u> | <u>494,888</u> | 16% |
| Total expenditures | <u>103,255</u> | <u>103,255</u> | <u>1,237,772</u> | 8% |
| Excess/(deficiency) of revenues over/(under) expenditures | (102,363) | (102,363) | 18,997 | |
| Fund balances - beginning | 5,996 | 5,996 | 18,437 | |
| Fund balances - ending | <u>\$ (96,367)</u> | <u>\$ (96,367)</u> | <u>\$ 37,434</u> | |

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

| | Current Month | Year To Date | Budget | % of Budget |
|--|----------------------------|----------------------------|----------------------------|----------------|
| REVENUES | | | | |
| Special assessment - on roll | \$ 893 | \$ 893 | \$ 856,782 | 0% |
| Interest | 6,179 | 6,179 | 5,000 | 124% |
| Total revenues | <u>7,072</u> | <u>7,072</u> | <u>861,782</u> | 1% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Principal | - | - | 275,000 | 0% |
| Interest 11/1 | - | - | 302,422 | 0% |
| Interest 5/1 | - | - | 302,422 | 0% |
| Total debt service | <u>-</u> | <u>-</u> | <u>879,844</u> | 0% |
| Other fees & charges | | | | |
| Tax collector | 18 | 18 | 17,850 | 0% |
| Total other fees and charges | <u>18</u> | <u>18</u> | <u>17,850</u> | 0% |
| Total expenditures | <u>18</u> | <u>18</u> | <u>897,694</u> | 0% |
| Excess/(deficiency) of revenues over/(under) expenditures | 7,054 | 7,054 | (35,912) | |
| Fund balances - beginning | <u>1,580,093</u> | <u>1,580,093</u> | <u>1,545,715</u> | |
| Fund balances - ending | <u><u>\$ 1,587,147</u></u> | <u><u>\$ 1,587,147</u></u> | <u><u>\$ 1,509,803</u></u> | |

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-2 BONDS
FOR THE PERIOD ENDED OCTOBER 31, 2024**

| | Current Month | Year To Date | Budget | % of Budget |
|--|------------------|-----------------|-----------------|----------------|
| REVENUES | | | | |
| Assessment levy: off-roll | \$ - | \$ - | \$ 3,088 | 0% |
| Interest | 13 | 13 | - | N/A |
| Total revenues | <u>13</u> | <u>13</u> | <u>3,088</u> | 0% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Interest 11/1 | - | - | 1,544 | 0% |
| Interest 5/1 | - | - | 1,544 | 0% |
| Total debt service | <u>-</u> | <u>-</u> | <u>3,088</u> | 0% |
| Excess/(deficiency) of revenues over/(under) expenditures | 13 | 13 | - | |
| Fund balances - beginning | 9,328 | 9,328 | 7,581 | |
| Fund balances - ending | <u>\$ 9,341</u> | <u>\$ 9,341</u> | <u>\$ 7,581</u> | |

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

| | Current Month | Year To Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Interest | \$ 846 | \$ 846 | - | N/A |
| Total revenues | 846 | 846 | - | N/A |
| EXPENDITURES | | | | |
| Total debt service | - | - | - | N/A |
| | - | - | - | |
| Excess/(deficiency) of revenues over/(under) expenditures | 846 | 846 | - | |
| Fund balances - beginning | 216,906 | 216,906 | 211,621 | |
| Fund balances - ending | <u>\$ 217,752</u> | <u>\$ 217,752</u> | <u>\$ 211,621</u> | |

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

| | Current Month | Year To Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy: off-roll | \$ - | \$ - | \$ 285,594 | 0% |
| Interest | 1,153 | 1,153 | - | N/A |
| Total revenues | 1,153 | 1,153 | 285,594 | 0% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Interest | - | - | 285,594 | 0% |
| Total debt service | - | - | 285,594 | 0% |
| Excess/(deficiency) of revenues over/(under) expenditures | 1,153 | 1,153 | - | |
| Fund balances - beginning | 428,893 | 428,893 | 526,361 | |
| Fund balances - ending | <u>\$ 430,046</u> | <u>\$ 430,046</u> | <u>\$ 526,361</u> | |

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

| | Current Month | Year To Date | Budget | % of Budget |
|--|----------------------------|----------------------------|----------------------------|----------------|
| REVENUES | | | | |
| Special assessment - on roll | \$ 189 | \$ 189 | \$ 181,033 | 0% |
| Assessment prepayments | 22,148 | 22,148 | 748,852 | 3% |
| Interest | 16,430 | 16,430 | - | N/A |
| Total revenues | <u>38,767</u> | <u>38,767</u> | <u>929,885</u> | 4% |
| EXPENDITURES | | | | |
| Debt service | | | | |
| Interest | - | - | 721,198 | 0% |
| Principal | - | - | 195,000 | 0% |
| Total debt service | <u>-</u> | <u>-</u> | <u>916,198</u> | 0% |
| Other fees & charges | | | | |
| Tax collector | 3 | 3 | 3,772 | N/A |
| Total other fees and charges | <u>3</u> | <u>3</u> | <u>3,772</u> | N/A |
| Total expenditures | <u>3</u> | <u>3</u> | <u>919,970</u> | 0% |
| Excess/(deficiency) of revenues over/(under) expenditures | 38,764 | 38,764 | 9,915 | |
| Fund balances - beginning | <u>4,499,572</u> | <u>4,499,572</u> | <u>1,565,353</u> | |
| Fund balances - ending | <u><u>\$ 4,538,336</u></u> | <u><u>\$ 4,538,336</u></u> | <u><u>\$ 1,575,268</u></u> | |

**THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED OCTOBER 31, 2024**

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Developer contribution | \$ 4,413 | \$ 4,413 |
| Interest | 8 | 8 |
| Total revenues | <u>4,421</u> | <u>4,421</u> |
| EXPENDITURES | <u>-</u> | <u>-</u> |
| Total expenditures | <u>-</u> | <u>-</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | 4,421 | 4,421 |
| Fund balances - beginning | (4,403) | (4,403) |
| Fund balances - ending | <u>\$ 18</u> | <u>\$ 18</u> |

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

| | Current Month | Year To Date |
|--|------------------|-----------------|
| REVENUES | | |
| Interest | 40 | 40 |
| Total revenues | 40 | 40 |
| EXPENDITURES | - | - |
| Total expenditures | - | - |
| Excess/(deficiency) of revenues over/(under) expenditures | 40 | 40 |
| Fund balances - beginning | (10,010) | (10,010) |
| Fund balances - ending | \$ (9,970) | \$ (9,970) |

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

| | Current Month | Year To Date |
|--|--------------------------|--------------------------|
| REVENUES | | |
| Interest | \$ 511 | \$ 511 |
| Total revenues | <u>511</u> | <u>511</u> |
| EXPENDITURES | | |
| Total expenditures | <u>-</u> | <u>-</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | 511 | 511 |
| Fund balances - beginning | 317,031 | 317,031 |
| Fund balances - ending | <u><u>\$ 317,542</u></u> | <u><u>\$ 317,542</u></u> |

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

| | Current Month | Year To Date |
|--|---------------------|---------------------|
| REVENUES | | |
| Developer contribution | \$ 54,606 | \$ 54,606 |
| Interest | 386 | 386 |
| Total revenues | <u>54,992</u> | <u>54,992</u> |
| EXPENDITURES | <u>-</u> | <u>-</u> |
| Total expenditures | <u>-</u> | <u>-</u> |
| Excess/(deficiency) of revenues over/(under) expenditures | 54,992 | 54,992 |
| Fund balances - beginning | (548,965) | (548,965) |
| Fund balances - ending | <u>\$ (493,973)</u> | <u>\$ (493,973)</u> |

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES
A

DRAFT

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

The Board of Supervisors of the Three Rivers Community Development District held a Public Hearing and Regular Meeting on 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.

Present were:

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

Also present:

| | |
|--------------------------------|----------------------------|
| Ernesto Torres | District Manager |
| Katie Buchanan (via telephone) | District Counsel |
| Scott Wild (via telephone) | District Engineer |
| Bill Schaefer (via telephone) | Dominion Engineering Group |
| James McMahon | Castle Group |
| Joshua Parker | Castle Group |
| Shanin Baldwin | Lifestyle Director |
| Terry Evans | Resident |
| Ted Goodman | Resident |
| Regina Goodman | Resident |
| Tony Morales | Resident |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 3:00 p.m. Supervisors Bock, Kern and Odom were present. Supervisor Taylor attended via telephone. Supervisor Cornelison was not present.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Torres stated this is the time for public comments on any item related to the agenda. Comments related to the budget will be taken during the Fourth and Fifth Orders of Business. No members of the public spoke.

THIRD ORDER OF BUSINESS

Consent Agenda

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

| | | |
|-------------|--|----------------------|
| I. | Number 65: Vallencourt Construction Co., Inc. | [\$71,274.67] |
| II. | Number 66: Vallencourt Construction Co., Inc. | [\$5,688.00] |
| III. | Number 67: England-Thims & Miller, Inc. | [\$19,770.25] |
| IV. | Number 68: Onsite Industries, LLC | [\$1,287.00] |
| V. | Number 69: Ring Power Corporation | [\$2,216.94] |

B. Ratification Item(s)

There were no ratification items behind Tab 4B.

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the Consent Agenda Items, as listed and presented, were approved and/or ratified.

FOURTH ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2024/2025 Budget**

A. Affidavit of Publication

B. Consideration of Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Torres reviewed the proposed Fiscal Year 2025 budget and highlighted any increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. He reviewed the Assessment Summary Table, on Pages 18 and 19, depicting On-Roll and Off-Roll assessments.

On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

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

On MOTION by Mr. Kern and seconded by Ms. Bock, with all in favor, Resolution 2024-11, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-12, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, Resolution 2024-12, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 – Special Districts Performance Measures and Standards Reporting]

Mr. Torres presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. He presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

SEVENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of June 30, 2024**

**On MOTION by Ms. Bock and seconded by Mr. Kern, with all in favor, the
Unaudited Financial Statements as of June 30, 2024, were accepted.**

EIGHTH ORDER OF BUSINESS

**Approval of July 18, 2024 Regular Meeting
Minutes**

**On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the July
18, 2024 Regular Meeting Minutes, as presented, were approved.**

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP**B. District Engineers: Dominion Engineering Group, Inc. and ETM**

There were no reports from District Counsel or the District Engineers.

C. Property Manager: Castle Group

Mr. McMahon introduced Mr. Joshua Parker, who is a new member of the Castel Group Management Team, and discussed Mr. Parker's educational and professional backgrounds. Mr. Parker discussed his personal background.

Mr. McMahon thanked Keith and other volunteers who helped prepare for the hurricane.

The following was reported:

➤ Residents are being asked to provide information they omitted when submitting their Architect Review Board (ARB) applications online.

➤ The vendor will inspect the fitness center equipment tomorrow.

➤ Tree Amigos trimmed all the palms yesterday and removed one area of the mulch bed and replaced it with river rock. Several favorable comments were received and he was asked if the CDD will do this in the other islands.

➤ Mr. Parker obtained several proposals to pressure wash the Amenity Center, which includes the pools, front entryway and front sidewalks. It will be sent to Ms. Madonado for consideration.

➤ The light on the exit side of Tributary was repaired.

➤ Staff is working with JEA to replace some of the light pole lights. Residents should call the number on the side of the light pole to report issues.

➤ The HOA will send reminders about vehicles parking on the roads for an extended time.

➤ Educating residents about who is responsible for cutting the grass near the pond banks is underway.

➤ Ms. Madonado acquired a portable air conditioner for use until the one between the HOA office and the restroom is repaired.

D. Lifestyle Director: OnPlace, LLC

Ms. Baldwin discussed past and upcoming events.

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

- **NEXT MEETING DATE: September 19, 2024 at 3:00 PM**

- **QUORUM CHECK**

All Supervisors present confirmed their attendance at the September 19, 2024 meeting.

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS

Public Comments

Resident Regina Goodman noted that the sprinkler systems were on during the hurricane and asked is there is an emergency shut off option, as some residents do not reside in Tributary year-round. Mr. Torres stated Staff will look into having them shut off before a storm event.

Resident Tony Morales stated that he observed several vehicles speeding and using Cloverwood Court to make a u-turn. He asked if it is possible to install "No-outlet/No Speeding" signs. He noted improvements since speed limit signs were installed and HOA Staff and the Lifestyle Director started sending communications to residents. Mr. Schaefer was asked to research signage and report his findings at the next meeting.

TWELFTH ORDER OF BUSINESS

Adjournment

| |
|---|
| <p>On MOTION by Mr. Kern and seconded by Mr. Odom, with all in favor, the meeting adjourned at 3:22 p.m.</p> |
|---|

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191
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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES
B

DRAFT

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

The Landowners' Meeting of the Three Rivers Community Development District was held on November 5, 2024 at 11:00 a.m., at The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097.

Present were:

| | |
|---------------------------|-------------------------------|
| Ernesto Torres | District Manager/Proxy Holder |
| Wes Haber (via telephone) | District Counsel |
| Joshua Parker | Castle Group |
| Chris Rusnak | Landowner |
| Other Landowners | |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 11:00 a.m. Mr. Torres, Mr. Joshua Parker, Landowner Chris Rusnak and two others were present in person. Mr. Haber attended via telephone.

SECOND ORDER OF BUSINESS

Affidavit of Publication

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS

Election of Chair to Conduct Landowners' Meeting

Mr. Torres served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS

Election of Supervisors [SEATS 1, 2 & 4]

Mr. Torres stated he is the designated Proxy Holder for the Landowner, Three Rivers Developers LLC c/o GreenPointe Communities, who owns 919.78 acres, equating to 920 votes,

37 and 33 platted units, equating to 33 votes, for a total of 953 votes. Mr. Torres is eligible to cast
38 up to 953 votes per Seat.

39 **A. Nominations**

40 Mr. Torres nominated the following:

41 Seat 1 Brad Odom

42 Seat 2 Joe Cornelison

43 Seat 4 Rose Bock

44 No other nominations were made.

45 **B. Casting of Ballots**

46 **I. Determine Number of Voting Units Represented**

47 A total of 953 voting units were represented.

48 **II. Determine Number of Voting Units Assigned by Proxy**

49 All 953 voting units were assigned by proxy to Mr. Torres.

50 Mr. Torres cast the following votes:

51 Seat 1 Brad Odom 900 Votes

52 Seat 2 Joe Cornelison 900 Votes

53 Seat 4 Rose Bock 850 Votes

54 **C. Ballot Tabulation and Results**

55 Mr. Torres reported the following ballot tabulation, results and terms lengths:

56 Seat 1 Brad Odom 900 Votes 4-year Term

57 Seat 2 Joe Cornelison 900 Votes 4-year Term

58 Seat 4 Rose Bock 850 Votes 2-year Term

59

60 **FIFTH ORDER OF BUSINESS**

Landowners' Questions/Comments

61

62 A member of the public asked where he can review the profiles of the persons just
63 elected. Mr. Torres stated that, once the election results are certified at the next meeting, the
64 information will be on the CDD website.

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66 **SIXTH ORDER OF BUSINESS**

Adjournment

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There being nothing further to discuss, the meeting adjourned at 11:04 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
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C



Date Submitted: 12/6/2024

To: The Board of Directors

From: James McMahon

Subject: Tributary - Weekly Update

Administrative

1. Gaynelle delivered once again! We had wall art installed in the HOA office, and it makes such a difference. It's wonderful to walk in and have a beautiful piece for residents to enjoy.

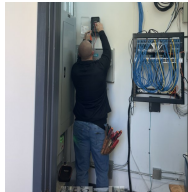


New resident visual

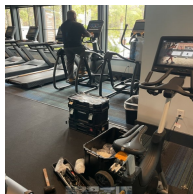
2. Joshua processed 6 ARB approvals this week.

Maintenance

1. All Service Electric visited the site to replace a GFCI exterior outlet and a photocell on the clubhouse. They also installed wiring to ensure the timer lights by the gym functioned correctly, as these lights previously ran continuously.



2. Commercial Fitness visited the gym and replaced the base units for our two ellipticals. This was in place of just replacing the arms as we were told. Basically, they are new again at no cost.(warranty)



Repairs in progress



Repaired

3. Crown Pools visited the site on Thursday to further investigate the pool leak. They identified a leaking fitting on one of the water features. The leaking pipe has been capped, and a new fitting is being ordered.



Leak found



Capping



Capped off temporarily

Landscaping

1. Ruppert was on property finishing up there irrigation check. We are still waiting for the report and repair proposal. Many flags were placed in areas throughout the community.
2. Poinsettias arrived on Wednesday and were placed at the two main entrances, as well as on tables and doorways inside the lookout and patio area.



Fitness Entrance



Main Entrance

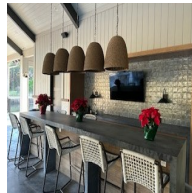


As you enter

3. Cont'd



Fireplace



Patio



Kitchen Top

Meetings and Events

1. The Three Rivers Bid Opening Meeting took place this morning at the Lookout Center. Ernesto, Josh, and I attended, along with several bidding vendors. All vendors provided the BIDS on time. Attendees: Ruppert, Yellowstone, Coastal Greenery, Greenery, Brightview, and United. Arazoza was not in attendance.



Set Up



Attendance

2. Lifestyles - Bingo - scheduled for tonight Holly Jolly Vendor Village is on Sunday Tinsel and Toast event is on Dec 14, 2024 from 6pm to 8pm

ASSOCIATION NAME
2015 ACTION LIST



Sort by Date

Show All

| Activity Type | Original Date | Revised Date | Priority | Description | Complete by Date | Open/Closed | Owner | #REF! |
|----------------|---------------|--------------|----------|--|------------------|-------------|-------|-------|
| Administrative | 7/26/2024 | 11/22/2024 | 2 | Fitness Ctr Mats | 11/1/2024 | OPEN | MGMT | |
| Administrative | 7/26/2024 | 11/15/2024 | 2 | Repair walls around loose weights | 12/20/2024 | OPEN | MGMT | |
| Maintenance | 9/25/2024 | 11/22/2024 | 2 | Water Leak Under Pool Pavers | 11/25/2024 | Open | MGMT | |
| Maintenance | 10/21/2024 | 11/7/2024 | 2 | Paint Poles in Pool Area (Brown) | 11/25/2028 | Open | MGMT | |
| Maintenance | 10/15/2024 | 11/3/2024 | 1 | Replace Broken Wood Planks on Boardwalk Trail. | 11/25/2024 | Open | MGMT | |
| Maintenance | 10/23/2024 | 11/20/2024 | 1 | Controlled Access Options | 11/25/2024 | Open | MGMT | |
| Maintenance | 11/6/2024 | 11/22/2024 | 1 | Roundabout Lights/Emergency Lights | 11/15/2024 | Open | MGMT | |
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THREE RIVERS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
E

| THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT | | |
|---|----------------------------|----------|
| | | |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE | | |
| | | |
| LOCATION | | |
| <i>Florida State College at Jacksonville, Nassau Center, Building T, Nassau Room (T126) 76346 William Burgess Boulevard, Yulee, Florida 32097 ¹The Lookout Amenity Center, 76183 Tributary Drive, Yulee, Florida 32097</i> | | |
| | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| | | |
| October 17, 2024 CANCELED | Regular Meeting | 3:00 PM |
| | | |
| November 5, 2024 ¹ | Landowners' Meeting | 11:00 AM |
| | | |
| November 21, 2024 CANCELED | Regular Meeting | 3:00 PM |
| | | |
| December 10, 2024 ¹ | Special Meeting | 1:00 PM |
| | | |
| January 16, 2025 | Regular Meeting | 3:00 PM |
| | | |
| February 20, 2025 | Regular Meeting | 3:00 PM |
| | | |
| April 17, 2025 | Regular Meeting | 3:00 PM |
| | | |
| May 15, 2025 | Regular Meeting | 3:00 PM |
| | | |
| June 12, 2025* | Regular Meeting | 3:00 PM |
| | | |
| July 17, 2025 | Regular Meeting | 3:00 PM |
| | | |
| August 21, 2025 | Regular Meeting | 3:00 PM |
| | | |
| September 18, 2025 | Regular Meeting | 3:00 PM |
| | | |

Exception

**June meeting date is one week earlier to accommodate the Juneteenth holiday*