TWO RIVER WEST COMMUNITY DEVELOPMENT DISTRICT

NOVEMBER 19, 2024 AGENDA PACKAGE



2005 PAN AM CIRCLE SUITE 300 TAMPA, FL 33607

Two Rivers West Community Development District

Board of Supervisors

District Staff

Carlos de la Ossa, Chair Nicholas Dister, Vice-Chairman Ryan Motko, Assistant Secretary Thomas Spence, Assistant Secretary Mike Rainer, Assistant Secretary Brian Lamb, District Secretary Jayna Cooper, District Manager John Vericker, District Counsel Tonja Stewart, District Engineer

Landowner's Election & Regular Meetings Agenda

Tuesday, November 19, 2024, at 11:00 a.m.

The Landowner's Election and Regular Meetings of Two Rivers West Community Development District will be held on November 19, 2024, at 11:00 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O' Lakes, FL 34638. For those who intend to call in below is the Teams link information. Please let us know at least 24 hours in advance if you are planning to call into the meeting.

Microsoft Teams meeting; Join the meeting now

LANDOWNERS ELECTION/ MEETING

- 1. Call to Order
- 2. Determination of the Number of Voting Units Represented
- 3. Election of Chairman for the Purpose of Conducting the Landowners' Meeting
- 4. Nominations for the Positions of Supervisors Seats 3, 4, & 5
- 5. Casting and Tabulation of Ballots
- 6. Landowners Questions and Comments
- 7. Adjournment

REGULAR MEETINGS OF THE BOARD OF SUPERVISORS

- 1. Call to Order/Roll Call
- **2. PUBLIC COMMENTS ON AGENDA ITEMS** (Each individual has the opportunity to comment and is limited to three (3) minutes for such comment)
- 3. Organizational Matters
 - A. Consideration of Resolution 2024-02, Canvassing and Certifying the Landowners Election
 - B. Consideration of Resolution 2024-03, Designating Officers

4. BUSINESS ITEMS

- A. Consideration of Resolution 2024-01, Authorizing the Boundary Amendment to the District
- B. Consideration of Cost Share Agreement and Drainage Easement
- C. Consideration of Pond Bank Mowing Services Agreement with Down to Earth
- D. Consideration of Sitex Aquatics Maintenance Addendum
- E. Consideration of Resolution 2025-04, Budget Amendment Fiscal Year 2024

5. CONSENT AGENDA

- A. Approval of Minutes of the September 17, 2024 Meeting
- B. Consideration of Operation and Maintenance Expenditures September 2024
- C. Acceptance of the Financials and Approval of the Check Register for September 2024

6. STAFF REPORTS

- A. District Counsel
- B. District Manager
- C. District Engineer
- 7. BOARD MEMBERS AND AUDIENCE COMMENTS
- 8. ADJOURNMENT

LANDOWNERS' MEETING

REGULAR MEETING

Third Order of Business

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, ADDRESSING SEAT NUMBER DESIGNATIONS ON THE BOARD OF SUPERVISORS, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held following the creation of a community development district for the purpose of electing supervisors of the District; and

WHEREAS, following proper publication and notice thereof, on November 19, 2024 the owners of land within the District held a meeting for the purpose of electing supervisors to the District's Board of Supervisors ("Board"); and

WHEREAS, at the November 19, 2024 meeting, the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board, by means of this Resolution, desires to canvas the votes, declare and certify the results of the landowner's election, and announce the Board Members, seat number designations on the Board.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT:

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

SECTION 2. 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 below:

 Votes	(4 year term)	Seat #3
 Votes	(4 year term)	Seat #4
 Votes	(2 year term)	Seat #5

SECTION 3. Said terms of office commence on November 19, 2024.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect. To the extent the provisions of this Resolution conflict with the provisions of any other resolution of the District, the provisions of this Resolution shall prevail.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2024.

ATTEST:	TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT
Print Name:	Print Name:
Secretary/ Assistant Secretary	Chair/ Vice Chair of the Board of Supervisors

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS DESIGNATING THE OFFICERS OF TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting was held for the purpose of electing supervisors of the District; and

WHEREAS, the Board of Supervisors (the "Board") now desires to designate the Officers of the District pursuant to Section 190.006(6), Florida Statutes.

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

The following persons are elected to the offices shown, to wit:

1.

Print Name:	ssistant Secretary	Print Name: Chair/ Vice Chair of the Board of Supervisors
ATTEST:		TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT
PAS	SSED AND ADOPTED TH	HS 19TH DAY OF NOVEMBER, 2024.
2.	This Resolution shall be	come effective immediately upon its adoption.
		Assistant Secretary
	Angel Montagna	Assistant Treasurer
	Leah Popelka	Treasurer
	Jayna Cooper	Secretary
		Vice-Chairman
		Chairman

Fourth Order of Business

RESOLUTION NO. 2025-01

A RESOLUTION AUTHORIZING THE BOUNDARY AMENDMENT OF THE TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE SUBMITTAL OF A PETITION TO AMEND THE BOUNDARIES OF THE DISTRICT TO THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, UNDER SECTION 190.046, FLORIDA STATUTES.

WHEREAS, the Two Rivers West Community Development District ("District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District ("Board") desires to amend the boundaries of the District and to submit a Petition to Amend the Boundaries of the Two Rivers West Community Development District ("Petition") for the area described in Exhibit "A" attached hereto.

NOW THEREFORE, BE IT RESOLVED THAT:

- 1. The Board hereby authorizes and approves of the boundary amendment of the District, and the Board hereby authorizes and directs the Chair or Vice Chair to sign and submit the Petition to Pasco County, Florida.
- 2. The Board hereby authorizes and directs the Chair, the Vice Chair or any member of the Board, the District Manager, District Counsel, and District Engineer to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the Petition from Pasco County, Florida.
- 3. This Resolution shall be effective as of November 19, 2024.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2024.

ATTEST:	TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT	
Name:	Carlos de la Ossa	
Secretary/Assistant Secretary	Chair of the Board of Supervisors	

Exhibit "A"

This instrument was prepared by: John M. Vericker, Esq. Straley Robin Vericker 1510 W. Cleveland St. Tampa, Florida 33606

Two Rivers West Community Development District Infrastructure Cost Sharing Agreement

This Two Rivers West Community Development District Infrastructure Cost Sharing Agreement (this "Agreement") is made and entered into as of June _, 2025 by and between the **Two Rivers West Community Development District** a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "**District**"), and Publix Super Markets, Inc., a Florida corporation ("**Publix**").

Background Information

Publix owns a commercial parcel located outside of the boundaries of the District. The commercial parcel depicted in **Exhibit "A"** is not located within the District's boundaries (the "**Commercial Parcel**") and therefore cannot be assessed by the District for any benefits or services received from the District. The Commercial Parcel will benefit from a stormwater pond that will be owned and maintained by the District and that is located within the boundaries of the District. The parties desire to enter into this Agreement to share in the costs of the infrastructure that they benefit from and incorporate other terms related to such infrastructure as described in this Agreement.

NOW THEREFORE in consideration of the mutual covenants herein contained, and for \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. <u>Background Information</u>. The foregoing Background Information is true and correct and is hereby incorporated into this Agreement by this reference.

2. Maintenance Responsibilities.

- a. The District agrees to be responsible for the installation, operation, maintenance, repair and replacement of the stormwater pond adjacent to the Commercial Parcel which will receive its stormwater runoff (the "Stormwater Pond") as shown on the planned development plans attached hereto as Exhibit "B" (the "Civil Infrastructure Site Plans").
- b. All work will be performed in a neat and professional manner and shall be in accordance with industry standards and all operational, safety, insurance, and other compliance requirements imposed by federal, state, county, or regulatory bodies.
- 3. <u>Damage</u>. In the event that any party causes damage to any improvements or property maintained by any other party, they shall coordinate to diligently pursue the restoration or reimbursement of the same and the improvements so damaged to, as nearly as practical, the original condition.
- **4.** Payment of Vendors. The District agrees to pay its contracted vendors in a timely manner for invoices for services rendered.

5. Methodology for Cost Sharing Amount.

- a. The District utilizes an Equivalent Assessment Units ("EAUs") basis for its budget. The District assigns 1 EAU for a 50' residential lot.
- b. The District will assign 15.20 EAUs for the Commercial Parcel as the calculation of benefit received from the Stormwater Pond (which takes into account the benefit the Commercial Parcel receives from the Stormwater Pond).
- c. The District shall not assign any EAUs on the Commercial Parcel for any other District services (services provided to residents and not the Commercial Parcel).
- d. The methodology is further described in the sample build out budget based on the current development plan attached hereto as **Exhibit** "C".

6. Annual Payment to the District.

- a. The District's fiscal year runs from October 1 September 30th each year. The District's budget may vary from year to year, and as such the amount owed by Publix will correspond to the final adopted budget utilizing the above methodology.
- b. The District shall submit an invoice to Publix by October 1 of each year for the upcoming year's services.
- c. Publix agrees to pay the invoice to the District by December 31st of each year.
- 7. <u>Term</u>. This Agreement shall commence as of the date of this Agreement and shall remain in effect until mutually terminated in writing by both the District and Publix.
- **8.** Relationship. The parties to this Agreement are not partners, joint ventures, employees or agents of any other party, and no one party shall have the authority to bind any other party. No party shall have the right to make any contract or commitments for, or on behalf of, another party without the prior written approval of any other party.
- 9. <u>Amendment</u>. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties.
- **10.** <u>Assignment.</u> No party may assign their obligations or rights in this Agreement or any monies to become due hereunder without the prior written approval of the other parties. Any assignment entered into without such written approval shall be invalid and unenforceable.
- 11. <u>Governing Law and Venue</u>. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
- 12. Enforcement of Agreement. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. In the event any party is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.
- 13. <u>Covenants Running with the Land; Binding Effect</u>. The rights and burdens created hereby shall be appurtenant to and shall constitute covenants running with the land, shall bind the parties or their successors, and shall inure to the parties' benefit.

- **14.** <u>Public Records</u>. The parties understand and agree that all documents of any kind provided in connection with this Agreement may be considered public records in accordance with Chapter, 119, Florida Statutes.
- 15. <u>Limitations on Governmental Liability</u>. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- **16.** No Third-Party Beneficiaries and No Public Dedication. No person or entity shall be deemed a beneficiary of the terms of this Agreement. The terms and conditions of this Agreement shall not constitute dedications to the public and no member of the public shall have any rights hereunder.
- 17. <u>Waiver</u>. No waiver by any party of another party's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.
- 18. <u>Arm's Length Transaction</u>. 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.
- 19. <u>Authority to Execute</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
- **20.** <u>Counterparts.</u> 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.
- **21.** <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- **22.** <u>Notice</u>. Whenever any party desires to give notice to any other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to any other parties shall be made.

To the District:

c/o Inframark 2005 Pan Am Circle Suite 300 Tampa, FL 33607 Attn: Brian K. Lamb brian.lamb@inframark.com

To Publix:

Publix Super Markets, Inc Office of the General Counsel 3300 Publix Corporate Parkway Lakeland, Florida 33811 Attn: ______, Telephone: (____) ____-___ Email: _____

23.	Entire Agreement. This Agreement contains the entire agreement, and no party is to rely upon any oral
	representations made by any other party. This Agreement shall supersede and subsume any prior
	agreements. To the extent that any provisions of this Agreement conflict with the provisions in any
	exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

[Signature Pages to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

Witnesses	Two Rivers West Community Development District
Name:	
Address:	<u> </u>
	Carlos de la Ossa Chair of the Board of Supervisors
Name:	
Address:	
FLORIDA OF	
oing instrument was acknowled	dged before me by means of physical presence of 2025 by Carlos de la Ossa as Chair of the Board of Supervisor
	pment District, on behalf of the district, who is \Box personally
No	otary Public Signature
	
No	otary Stamp

	Witnesses	Publix Super Markets Inc., a Florida corporation
	Name:	
	Address:	
		Name:
	Name:	
	Address:	
COUNTY (FFLORIDA OF HILLSBOROUGH soing instrument was ack	nowledged before me by means of physical presence on , 2025 by , as
of	Publi	, 2025 by, as
personally l	known to me or \square has produce	ed as identification.
		Notary Public Signature
		Notary Stamp

Consideration; \$10.00 Documentary Stamp Tax: \$0.70

Prepared by and when recorded return to: Cari Allen Webster, Esq. Straley Robin Vericker 1510 W. Cleveland Street Tampa, Florida 33606

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made as of the day of _______, 2025, by TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is c/o Inframark, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District" or "Grantor"), and PUBLIX SUPER MARKETS, INC., a Florida corporation, whose address is 3300 Publix Corporate Pkwy, Lakeland, Florida 33811 (together with its successors and assigns, the "Grantee").

- A. Grantor is the owner of Tract B-1, according to the plat of Two Rivers Parcel B1-B2 Phases 1 and 2A, as described in Plat Book 94, Pages 127-137, as recorded in the Public Records of Pasco County, Florida (the "CDD Property"), which contains a drainage pond and ancillary drainage infrastructure ("Grantor's Drainage Facilities").
- B. Grantee is the owner of that certain real property situated in Pasco County, Florida, which is adjacent to the northern boundary of the CDD Property, and which is more particularly described on **Exhibit "A"** attached hereto ("**Grantee's Property**").
- C. Grantee desires, and Grantor is willing to grant to Grantee, a perpetual, non-exclusive easement for surface water runoff, drainage detention and attenuation over, across, and through a portion of the CDD Property (the "**Drainage Easement Area**"), for the benefit of Grantee's Property, as more particularly set forth herein. A description of the Drainage Easement Area is attached hereto as **Exhibit "B"**.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Recitals; Exhibits</u>. The above recitals are true and correct and, together with all Exhibits attached hereto, are incorporated herein by this reference.
- 2. <u>Grant of Easement</u>. Subject to the terms and conditions set forth in this Agreement, Grantor, on behalf of itself and its successors and assigns, hereby grants to Grantee, for the benefit of, and appurtenant to Grantee's Property, a perpetual, non-exclusive easement ("Easement") over, across, and through the Drainage Easement Area for the purposes of surface water runoff, drainage detention and attenuation from Grantee's Property. Grantor

reserves and retains all rights to use the Drainage Easement Area for any purpose which does not unreasonably interfere with Grantee's use of the Easement.

- 3. <u>Grantee's Responsibilities.</u> Grantee, at its sole cost and expense, shall be responsible for servicing, maintaining, repairing, and replacing all stormwater and drainage lines and facilities situated within Grantee's Property that are connected to Grantor's Drainage Facilities. Grantee's use of the Easement shall not interfere with the Grantor's use of the Drainage Easement Area.
- 4. <u>Compliance with Law.</u> Grantee shall observe and comply with all District rules and policies, which may be adopted and amended from time to time and shall observe and comply with all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The Grantee will be responsible for any fines or penalties assessed against the District as a result of the Grantee's actions.
- 5. <u>Damage to the Drainage Easement Area.</u> In the event that Grantee causes damage to the Drainage Easement Area, Grantee shall promptly reimburse the District for the cost of restoration to, as nearly practical, the original condition of the Drainage Easement Area.
- 6. <u>Indemnification</u>. Grantee shall indemnify, defend, and hold harmless Grantor, and Grantor's partners, affiliates, employees, contractors, agents, successors and assigns, from and against any and all claims, actions, suits, liability, damages, penalties, fines, costs and expenses, whether personal injury, property damage, liens arising in connection with, or in any way related to the use and exercise of, the easement rights granted hereby and/or the acts or omissions of Grantee or the Grantee's parties. Further, Grantee acknowledges and hereby assumes any and all risks incident to the use of the Drainage Easement Area not arising from Grantor's gross negligence or willful misconduct. In addition, except to the extent arising from Grantor's gross negligence or willful misconduct, Grantee shall defend, indemnify and hold Grantor harmless from any claim, demand, lawsuit or cause arising from death or injury to any person or loss, damages or injury to any property directly caused by, arising from, or otherwise growing out of or resulting directly from Grantee's use of the Drainage Easement Area, including costs, attorney's fees (at trial or on appeal) and all other reasonable expenses incurred in defending any such claim.
- 7. <u>Limitation on Governmental Liability</u>. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- 8. <u>"As Is" Grant.</u> The Drainage Easement Area is delivered to and accepted by Grantee in its "AS IS" condition and without any warranty or representation, express or implied by Grantor, as to the title thereto or condition or suitability for Grantee's purposes whatsoever, and subject to all pre-existing easements, covenants, restrictions and other matters of record.

- 9. <u>Covenants Running With the Land; Binding Effect.</u> The Easement and the other covenants of the parties set forth in this Agreement shall be deemed appurtenant and a benefit to the Grantee's Property, and a burden against the Drainage Easement Area, and shall constitute covenants running with the land, binding upon, and inuring to the benefit of the respective successors and assigns of the parties. Prior to any conveyance of the Grantee's Property, Grantee shall deliver a copy of this Agreement to any proposed successor in title. In addition, Grantee shall transmit the contact information of any successor in title to the Grantee's Property to the District within thirty days of the conveyance.
- 10. <u>No Third Party Beneficiaries; No Public Dedication</u>. This Agreement is for the benefit of the parties hereto only, and may not be relied upon, or enforced by any third parties not specifically named as parties to this Agreement. Nothing in this Agreement shall constitute a dedication to the public or any governmental agency, and no member of the public or any governmental agency shall have any rights hereunder.
- 11. <u>No Waiver.</u> No waiver of any provision hereof, obligation of any party hereto, or breach or default of any party hereto, shall be implied or deemed effective against the party entitled to the benefit of such provision, satisfaction of such obligation, or performance, unless such waiver is specifically set forth in writing signed by the party benefited thereby, or entitled thereto or the enforcement thereof. No single waiver shall constitute a continuing waiver or a waiver of any subsequent or differing obligation, performance, breach, default, right of enforcement, or otherwise.
- 12. <u>Entire Agreement; Amendment.</u> This Agreement sets forth the entire agreement of the parties with respect to the specific subject matter hereof, and supersedes all prior agreements as to the Easement, and may not be modified, except in writing, executed by both parties hereto, or their respective successors or assigns, and recorded in the Public Records of Pasco County, Florida.
- 13. <u>Severability</u>. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14. <u>Attorneys' Fees</u>. In the event of any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including without limitation reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy or post-judgment proceeding.
- 15. <u>No Violation of Bond Covenants; No Impact on Public Facility</u>. Nothing contained in this Agreement shall operate to violate any of the covenants set forth in any document related to the District's issuance of tax-exempt bonds (the "**Bond Documents**"). In the event any or all of the obligations contained in this Agreement would constitute a violation of the District's bond covenants, trust indenture, or other Bond Documents, as may be supplemented

from time to time, the parties agree to negotiate revisions to this Agreement to avoid such violations while maintaining the parties' intent in entering into this Agreement.

- 16. <u>Notices</u>. All notices, requests, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, certified/registered mail, or overnight delivery services, to the parties at the address listed above. Either party may notify the other party 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 listed above. If the Grantee has any concerns regarding the Drainage Easement Area, they shall notify the District. The District shall provide reasonable notice in the event that District maintenance or repairs in or near the Drainage Easement Area would prevent Grantee's use of the Drainage Easement Area.
- 17. <u>No Title Search</u>. Both parties acknowledge and agree that this Agreement was drafted at the request of the parties without the benefit of a title search.
- 18. <u>Public Records</u>. The Grantee understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. As such, the parties shall comply with any applicable laws regarding public records, including but not limited to the provisions of Section 119.0701, Florida Statutes, the terms of which are incorporated herein.
- IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.
- 19. <u>Governing Law; Venue</u>. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Pasco County, Florida.
- 20. <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of the Grantor and the Grantee, both the Grantor and Grantee have complied with all requirements of law, and both the Grantor and Grantee have full power and authority to comply with the terms and provisions of this Agreement.
- 21. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

Witnesses	Two Rivers West Community Development District
Name:	
Address:	
	N
	Name: Chair of the Board of Supervisors
Name:	Chair of the Board of Supervisors
Address:	
STATE OF FLORIDA COUNTY OF	
	vledged before me by means of physical presence on
	, 2025 by, as Chair of Rivers West Community Development District, on personally known to me or □ has produced ation.
	Notary Public Signature
	Notary Stamp

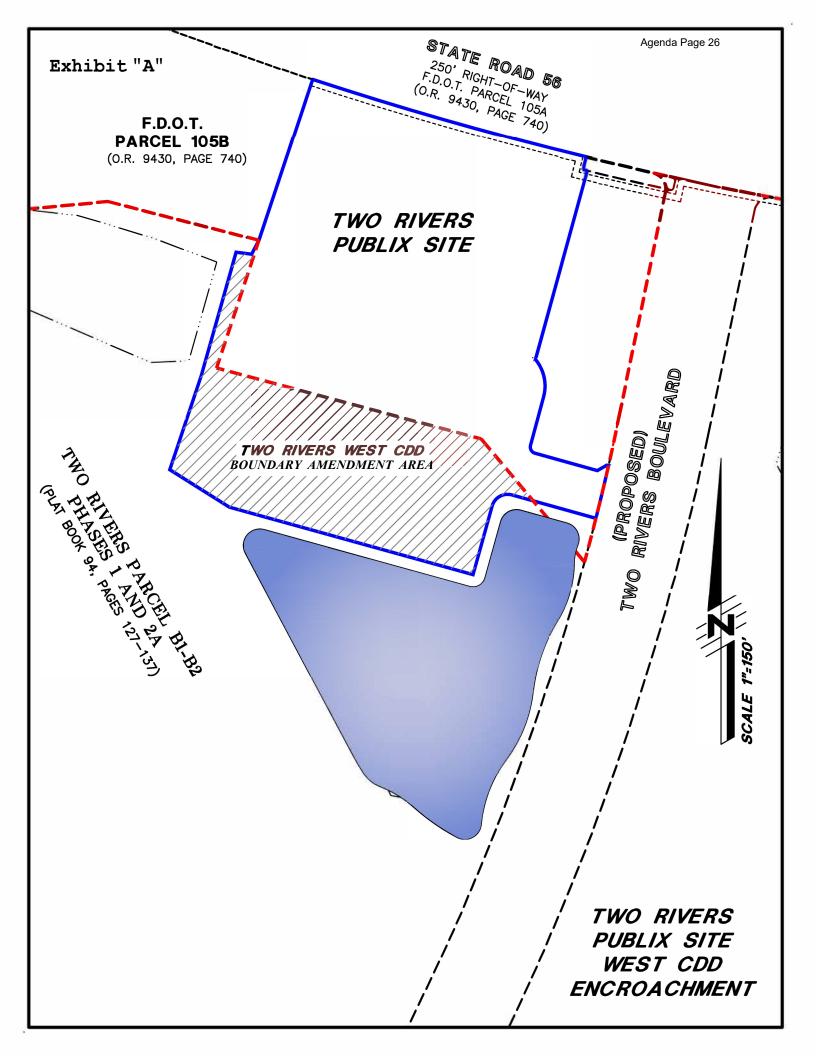
Witnesses	Publix Super Markets Inc.,
	a Florida corporation
Name:	-
Address:	
	Name:
Name:	Title:
Name:	
	_
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was acknowledge	owledged before me by means of physical presence on , 2025 by, as
of	, 2025 by, as
corporation, who is \square personally know identification.	wn to me or \square has produced as
	Notary Public Signature
	Notary Stamp

Exhibit "A"

GRANTEE'S PROPERTY

Exhibit "B"

THE DRAINAGE EASEMENT AREA



Pond Bank Mowing Services Agreement

This Pond Bank Mowing Services Agreement (this "Agreement") is entered into as of November 15, 2024 between the **Two Rivers West Community Development District**, a local unit of special-purpose government organized and established under Chapter 190, Florida Statutes (the "**District**") and **SSS Down to Earth OPCO LLC d/b/a Down to Earth**, a Ohio limited liability company (the "**Contractor**").

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide pond bank mowing services for certain ponds within and around the District. Contractor has previously submitted proposals, has provided pond bank services for the District and represents that it continues to be qualified to serve as a pond bank mowing contractor and provide services to the District. This Agreement supercedes and replaces the previous Bi-Weekly Pond Mowing Services Agreement entered into by the parties on July 30, 2024 and the corresponding Addendum #1 to the Mowing Services Agreement entered into by the parties on August 20, 2024. In consideration of the Contractor's agreement to perform the services described below and the District's agreement to compensate the Contractor the parties desire to enter into this Agreement.

Operative Provisions:

- **1.** <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- **2.** <u>Contractor's Representations.</u> In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise, and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis.
 - d. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
 - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

3. Description of Work.

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Contractor's proposals, relevant portions attached hereto as **Composite Exhibit A** (the "Work"). These services will be performed on the ponds outlined on **Composite Exhibit B** (the "Pond Bank Mowing Maps").
- b. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District (including irrigation repair work), through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.

- **4.** Additional Work. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- **5.** <u>Emergency Services.</u> In the event of an emergency or disaster, Contractor shall provide the District the following services:
 - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - b. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - d. Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
 - e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - f. District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

6. Manner of Performance.

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. The Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and the procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the roadways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the

District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.

- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or Work that may result in the damage and/or loss of plant material, vegetation, sod, or other landscaping. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs or replacements.
- j. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
- 7. <u>Time of Commencement</u>. The work to be performed under this Agreement shall commence on the date of this Agreement. Contractor shall provide the District the requisite insurance referenced herein and prior to commencing any work.
- **8.** <u>Term and Renewal</u>. The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. Termination.

- a. Either party may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent by certified mail or email. The 30-day notice shall commence on the day of mailing of said notice to the other party.
- b. Upon termination of this Agreement, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

10. <u>District Representatives and Inspections</u>.

- a. The District hereby designates the District Manager and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work.
- b. The Contractor agrees to meet with a District representative no less than 1 time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before

- the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 3 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

11. Compensation

- a. As compensation for the Work as described in **Composite Exhibit A** and for the ponds outlined in **Composite Exhibit B**, the District shall be paid monthly at the rate of **\$10,768.64**.
- b. Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- c. The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- d. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- f. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, work order authorization, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

12. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. *Discipline, Employment, Uniforms*: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives any right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. Monthly Maintenance Reports. The Contractor has a duty to provide the District a monthly

maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues.

13. Indemnification.

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
- 14. <u>Limitations on Governmental Liability</u>. Contractor agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.

15. Insurance.

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida. No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.

- iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
- iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.
- **16.** <u>Subcontractors</u>. The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- 17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

- 18. No Third Party Beneficiaries. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.
- **19.** Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes:

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

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

- **20.** Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- **21.** <u>Anti-Human Trafficking</u>. Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
- **22. E-Verification**. Pursuant to Section 448.095(2), Florida Statutes,
 - a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
 - b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

23. Public Records. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and 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 the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813.991.1116, OR BY EMAIL AT PUBLICRECORDS@INFRAMARK.COM, OR BY REGULAR MAIL AT 2654 CYPRESS RIDGE BLVD, SUITE 101, WESLEY CHAPEL, FL 33544.

- **24.** <u>Waivers</u>. The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- **25.** Governing Law and Venue. This Agreement shall be governed under the laws of the State of Florida with venue in the county the District is located in.
- **26.** Enforcement of Agreement. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- **27.** <u>Amendment</u>. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- **28.** <u>Assignment</u>. This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- **29.** <u>Arm's Length Transaction</u>. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **30.** <u>Counterparts.</u> 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.

- **31.** <u>Authorization</u>. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.
- **32.** <u>Notices</u>. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other party shall be made.

To the District:

c/o Inframark 2654 Cypress Ridge Blvd Suite 101 Wesley Chapel, FL 33544

Attn: Jayna Cooper

Jayna.Cooper@Inframark.com

To Contractor:

7887 Safeguard Circle Valley View, Ohio 44125

DTEContractUpdates@down2earthinc.com

- **33.** <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- **34.** Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any other exhibit, the provisions in this Agreement shall control over provisions in such other exhibit.

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

d/b/a Down to Earth, LLC	Community Development District	
Name: Title:	Carlos de la Ossa Chair of the Board of Supervisors	



COMPOSITE EXHIBIT A

Landscape Maintenance Proposal

Attn: Two Rivers West

35072 Big Hawk Dr, Zephyrhills, FL 33541

Submitted By: SSS Down to Earth Opco LLC (DTE)

TWO RIVERS WEST PONDS MOWING

Landscape Maintenance Summary

Pond Mowing (11 Ponds) 24 cuts per year \$ 72,500.46 Annua	ally
--	------

Grand Total Annually	\$ 72,500.46
Grand Total Monthly	\$ 6,041.70

Contract Start Date: July 30th 2024

Two Rivers		Down To Earth	
Name		Name	
Title		Title	
Signature	Date	Signature	Date



AMENDMENT #1

1.	Contractor shall begin providing mowing and edging services to the entrance, Two Rivers Blvd to the cul-de-sac
	and halfway down Colston Ave. as shown on the services map, not to exceed 34 cuts annually.



Landscape Maintenance Agreement

Attn:

Inframark 2654 Cypress Ridge Blvd, Suite 101 Wesley Chapel, FL 33544

Submitted By: SSS Down to Earth Opco LLC (DTE)

Two Rivers D2 (Ponds)

Landscape Maintenance Summary

wncare Maintenance	(26 Pond Cuts)	\$ 18,850.19	Annua
	Grand Total Annually	\$ 1,570.85	
	Grand Total Monthly	\$ 18,850.19	
Contract Start Date:	<u></u>		
Initial Contract Term Date:			
Inframark	Down To Ea	rth	
Name	Name		
Title	Title		
Title	riue		
Signature I	Date Signature		Date



COMPOSITE EXHIBIT B





Service Map

Adding roadway, entry down Two Rivers Blvd, roundabout and halfway down Colston Ave (34 cuts annually)

Map also reflects 11 ponds currently being serviced (24 cuts annually)





Terms and Conditions governing this agreement are at www.dtelandscape.com/terms-and-conditions. Highlighted terms: Contract will be renewed every 12 months. DTE will use its best efforts to provide services, any deficiencies should be promptly notified to DTE. To account for price and wage inflation, this agreement shall increase annually by the Tampa, FL Consumer Price Index (CPI) or by 4%, whichever is greater and be subject to a fuel surcharge if gasoline prices exceed thresholds. Payments are due 30 days from the invoice date, or a Credit Card may be used. Version 4 4 2024.

Addendum #1 to the Aquatic Services Agreement

This Addendum #1 to the Aquatic Services Agreement (this "Addendum #1") is made and entered into as of November 15, 2024, by and between the **Two Rivers West Community Development District** (the "**District**") and **Sitex Aquatics, LLC**, a Florida limited liability company (the "**Contractor**").

Background Information:

The District and the Contractor entered into the Aquatic Services Agreement dated July 12, 2024 (the "Agreement"). Unless otherwise expressly defined herein, capitalized terms used herein have the meanings assigned to them in the Agreement. The District and the Contractor desire to add additional ponds to the scope of services and to update the compensation accordingly. The Contractor submitted a proposal for such additional services which have been incorporated into this Addendum #1. The District and the Contractor each has the authority to execute Addendum #1 and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum #1 so that this Addendum #1 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 is hereby acknowledged, the District and the Contractor agree as follows:

- 1. <u>Incorporation of Background Information</u>. The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Addendum #1.
- **2.** <u>Addition to Scope of Services</u>. Contractor agrees to provide service to additional common areas as marked on an updated map attached here to as **Exhibit A**. Contractor shall provide all labor and equipment necessary for these services.
- **3.** <u>Additional Compensation for Additional Services</u>. Contractor shall perform the additional services for the total additional monthly amount added to the Agreement will be \$1,770.00.
- **4.** Ratification of all Other Terms of the Agreement. Except as hereby modified, the terms and conditions (including compensation) of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF the undersigned have executed this Addendum #1 effective as of the date written above.

Sitex Aquatics, LLC	Two Rivers West Community Development District
Joseph T. Craig	Carlos de la Ossa
President	Chair of the Board of Supervisors

EXHIBIT A



PO Box 917 Parrish, FL 34219 813.564.2322

Agenda Page 44

www.sitexaquatics.com

Aquatic Management Agreement

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

Two Rivers West CDD Customer:

C/O: Inframark

Contact: Mrs. Jayna Cooper

Address: 2005 Pan Am Circle Ste 300 Tampa, Fl 33607

Email: Jayne.Cooper@inframark.com

Phone: 813.873.7300

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:

13 waterways (29 acres) at the Two Rivers West community located in Zephyrhills, FL (see attached map)

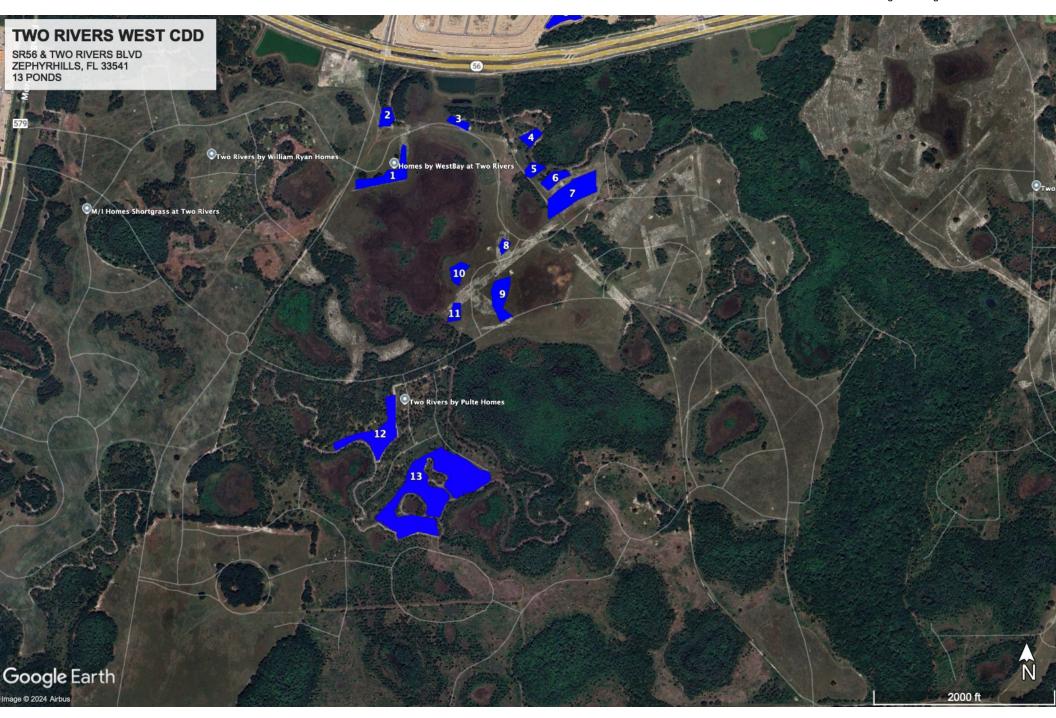
Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

1.	Shoreline Grass and Brush Control	Included
2.	Underwater, Floating and Algae Treatment	Included
3.	Algae callback service	Included
4.	All Services Performed by State Licensed Applicator	Included
5.	Treatment Report Issued Monthly	Included
6.	Use of EPA Regulated Materials Only	Included
7.	Storm Structure Vegetation treatments	Included
8.	Non-Construction trash removal (see terms)	Included

Service shall consist of Twenty-Four (24) site visits with treatments as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 08/01/24 thru 07/30/25 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount: \$1,770.00 **Total Annual Maintenance Cost:** \$21,240.00



RESOLUTION 2025-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT AMENDING THE GENERAL FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 189.016, Florida Statutes the Board desires to reallocate funds budgeted to reflect re-appropriated revenues and expenses approved during Fiscal Year 2023/2025.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

- 1. <u>Amending the General Fund Budget for Fiscal Year 2023/2024</u>. The General Fund Budget for Fiscal Year 20323/2024 is hereby amended as shown in **Exhibit A** attached hereto. The District Manager shall post the amended budget on the District's official website within 5 days after adoption and ensure it remains on the website for at least 2 years.
- 2. <u>Effective Date</u>. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19th DAY OF November 2024.

Attest:	Two Rivers West Community Development District
Secretary/Assistant Secretary	Chair of the Board of Supervisors

Exhibit A: Amended General Fund Budget for Fiscal Year 2023/2024

Proposed Budget Amendment

For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>EVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ -	\$ -	\$
Special Assmnts- Tax Collector	-	-	<u>-</u>	3,838	3,838
Special Assmnts- CDD Collected	-	-	-	121,131	121,13 ⁻
Developer Contribution	201,125	-	201,125	29,893	(171,232
Developer Contribution - CIP	-	-	-	1,260,352	1,260,352
OTAL REVENUES	201,125	-	201,125	1,415,214	1,214,089
XPENDITURES .					
Administration					
Supervisor Fees	3,000	4,000	7,000	7,000	
ProfServ-Dissemination Agent	4,200	800	5,000	5,000	
ProfServ-Info Technology	600	-	600	150	450
ProfServ-Recording Secretary	2,400	-	2,400	1,050	1,35
ProfServ-Tax Collector	1,200	-	1,200	150	1,05
ProfServ-Trustee Fees	6,500	-	6,500	4,256	2,24
District Counsel	9,500	16,108	25,608	25,608	
District Engineer	9,500	4,238	13,738	13,738	
Administrative Services	4,500	-	4,500	4,500	
Management & Accounting Services	9,000	-	9,000	400	8,600
District Manager	25,000	65	25,065	25,065	
Accounting Services	9,000	350	9,350	9,350	
Auditing Services	6,000	-	6,000	-	6,000
Website Compliance	1,800	-	1,800	1,500	300
Postage, Phone, Faxes, Copies	500	-	500	23	47
Rentals & Leases	600	450	1,050	1,050	
Public Officials Insurance	5,000	-	5,000	-	5,00
Legal Advertising	3,500	-	3,500	2,019	1,48
Bank Fees	200	-	200	-	20
Meeting Expense	4,000	-	4,000	-	4,000
Website Administration	1,200	-	1,200	779	42
Miscellaneous Expenses	250	-	250	-	250
Office Supplies	100	-	100	-	100
Dues, Licenses, Subscriptions	175	-	175	175	
Total Administration	107,725	26,011	133,736	101,813	31,92
Stormwater Control					
Aquatic Maintenance	38,000	_	38,000		38,000
Total Stormwater Control	38,000		38,000		38,000

Report Date: 11/1/2024

Proposed Budget Amendment

For the Period Ending September 30, 2024

	CURRENT	PROPOSED	FINAL	YEAR TO DATE	VARIANCE (\$)
ACCOUNT DESCRIPTION	BUDGET	AMENDMENT	BUDGET	ACTUAL	FAV(UNFAV)
Insurance - General Liability	5,000		5,000		5,000
R&M-Other Landscape	9,000	-	9,000	_	9,000
'	,	=	ŕ	-	,
R&M-Bush Hogging	6,400	-	6,400	-	6,400
Landscape Maintenance	25,000	-	25,000	9,987	15,013
Aquatic Maintenance		2,110	2,110	2,110	
Total Other Physical Environment	45,400	2,110	47,510	12,097	35,413
Waterway Management Services					
Aquatic Maintenance		1,055	1,055	1,055	_
Total Waterway Management Services		1,055	1,055	1,055	
Construction In Progress					
Construction in Progress		1,260,352	1,260,352	1,260,352	_
Total Construction In Progress		1,260,352	1,260,352	1,260,352	
Reserves					
Misc-Contingency	10,000	_	10,000	26	9,974
Total Reserves	10,000	-	10,000	26	9,974
TOTAL EXPENDITURES & RESERVES	201,125	1,289,528	1,490,653	1,375,343	115,310

Report Date: 11/1/2024

General Fund

Proposed Budget Amendment

For the Period Ending September 30, 2024

ACCOUNT DESCRIPTION	CURRENT BUDGET	PROPOSED AMENDMENT	FINAL BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
Excess (deficiency) of revenues Over (under) expenditures		(1,289,528)	(1,289,528)	39,871	1,329,399
Net change in fund balance		(1,289,528)	(1,289,528)	39,871	1,329,399
FUND BALANCE, BEGINNING (OCT 1, 2023)	(71,735)	-	(71,735)	(71,735)	-
FUND BALANCE, ENDING	\$ (71,735)	\$ (1,289,528)	<u>\$ (1,361,263)</u>	\$ (31,864)	\$ 1,329,399

Report Date: 11/1/2024

Fifth Order of Business

MINUTES OF MEETING TWO RIVERS WEST COMMUNITY DEVELOPMENT DISTRICT

1	The regular meeting of the Board	d of Supervisors of Two Rivers West Community
2	Development District was held on Tuesda	y, September 17, 2024, and called to order at 11:31
3	a.m. at the SpringHill Suites by Marriott Ta	ampa Suncoast Parkway, located at 16615 Crosspointe
4	Run, Land O' Lakes, Florida 34638.	
5		
6	Present and constituting a quorum v	vere:
7		
8	Carlos de la Ossa	Chairperson
9	Nicholas Dister	Vice Chairperson (via phone)
10	Tom Spence	Assistant Secretary
11	Ryan Motko	Assistant Secretary (via phone)
12	Mike Rainer	Assistant Secretary
13	A.1	
14	Also present were:	
15	Jarras Casaran	District Manager
16 17	Jayna Cooper John Vericker	District Manager District Counsel
18	John Vericker	District Courisei
19	The following is a summary of the	discussions and actions taken
20	The jouowing is a summary of the	uiscussions und actions taken.
21	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
22	Ms. Cooper called the meeting to or	
23	1 8	, 1
24	SECOND ORDER OF BUSINESS	Public Comments on Agenda Items
25	There being none, the next order of	business followed.
26		
27	THIRD ORDER OF BUSINESS	Business Items
28	A. Ratification of Two Rivers Par	cel B2B & B2C Utilities Bill of Sale
29		
30	•	Ossa seconded by Mr. Spence, with all
31		B2B & B2C Utilities Bill of Sale was
32	ratified. 5-0	
33		
34	B. Acceptance of Fiscal Year 2023	3 Audit
35		
36	On MOTION by Mr. de la O	Ossa seconded by Mr. Spence, with all
37	in favor, Fiscal Year 2023 Au	adit was accepted. 5-0
38		
39	C. Consideration of Resolution 20	24-13, Special Districts Performance Measures &
40	Standards	
41	i. 2025 Goals & Object	ives
42		
43		Ossa seconded by Mr. Spence, with all
44		4-13, Special Districts Performance
45	Measures & Standards - 2025	Goals & Objectives, was adopted. 5-0

46		
47	D. General Matters of the Distri	ct
48	There being none, the next orde	er of business followed.
49	_	
50	FORTH ORDER OF BUSINESS	Consent Agenda
51	A. Approval of Minutes of the A	ugust 20, 2024, Public Hearing & Regular Meeting
52	B. Consideration of Operation a	nd Maintenance Expenditures August 2024
53	C. Acceptance of the Financials	and Approval of the Check Register for August
54	2024	
55		
56	On MOTION by Mr. de la	Ossa seconded by Mr. Spence, with all
57	in favor, the Consent Agend	da was approved. 5-0
58		
59	FIFTH ORDER OF BUSINESS	Staff Reports
60	A. District Counsel	•
61	B. District Engineer	
62	C. District Manager	
63	There being no reports, the nex	t order of business followed.
64	-	
65	SIXTH ORDER OF BUSINESS	Board Members and Audience Comments
66	There being none, the next order of	f business followed.
67		
68	SEVENTH ORDER OF BUSINESS	Adjournment
69	The being no further business,	
70		
71	On MOTION by Mr. I	De la Ossa seconded by Mr. Spence, with
72	all in favor, the meeting	g was adjourned at 11:49 am. 5-0
73		
74		
75		
76		
77	Jayna Cooper	Carlos de la Ossa
78	District Manager	Chairperson

Two Rivers West Community Development District

Financial Statements (Unaudited)

Period Ending September 30, 2024

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

Balance Sheet

As of September 30, 2024 (In Whole Numbers)

ACCOUNT DESCRIPTION		ENERAL FUND	SERIES 2022 DEBT SERVICE FUND	SERIES 2022 (PROJECT) DEBT SERVICE FUND	SERIES 2023 DEBT SERVICE FUND	SERIES 2024 DEBT SERVICE FUND	SERIES 2022 CAPITAL PROJECTS FUND	SERIES 2022 (PROJECT) CAPITAL PROJECTS FUND	SERIES 2023 (PROJECT) CAPITAL PROJECTS FUND	SERIES 2024 CAPITAL PROJECTS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
ASSETS					-							
Cash - Operating Account	\$	12,076	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 9	s - \$	12,076
Cash in Transit	•	-	6,533	-	-	227,761	-	-	-	-	-	234,294
Due From Developer		17,655	-	_	_		-	-	-	_	-	17,655
Due From Other Funds		3,838	_	-	-	-	2,191,477	-	48,100	_	-	2,243,415
Investments:		,					, - ,		-,			, -, -
Acq. & Const. (Offsite Project)		-	_	-	-	-	_	1,980	-	_	-	1,980
Acquisition & Construction Account		-	_	-	-	-	_	-	61,318	5,721,678	-	5,782,996
Cost of Issuance Fund		-	_	-	-	-	_	-	, -	6,138	-	6,138
Interest Account		-	_	-	-	-	_	645,005	_	· -	-	645,005
Redemption Fund		-	2,230,741	-	-	-	-	-	-	-	-	2,230,741
Reserve Fund		-	_	1,439,688	830,975	1,282,791	-	-	-	-	-	3,553,454
Revenue Fund		-	-	517,238	517,281	384,131	-	-	-	-	-	1,418,650
Amount Avail In Debt Services		-	-	-	-	-	-	-	-	-	13,612,178	13,612,178
Amount To Be Provided		-	-	-	-	-	-	-	-	-	17,407,822	17,407,822
TOTAL ASSETS	\$	33,569	\$ 2,237,274	\$ 1,956,926	\$ 1,348,256	\$ 1,894,683	\$ 2,191,477	\$ 646,985	\$ 109,418	\$ 5,727,816	31,020,000 \$	47,166,404
LIABILITIES												
Accounts Payable	\$	28,253	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - 9	- \$	28,253
Deferred Revenue		17,655	-	-	-	-	-	-	-	-	-	17,655
Bonds Payable - Series 2023		-	-	-	-	-	-	-	-	-	11,270,000	11,270,000
Due To Other Funds		-	2,234,227	466	230	-	-	8,492	-	-	-	2,243,415
Revenue Bonds Payable-LT		-	-	-	-	-	-	-	-	-	19,750,000	19,750,000
TOTAL LIABILITIES		45,908	2,234,227	466	230	-	-	8,492	-	-	31,020,000	33,309,323
FUND BALANCES Restricted for:												
Debt Service		-	3,047	1,956,460	1,348,026	1,894,683	-	-	-	-	-	5,202,216
Capital Projects		-	-	-	-	-	2,191,477	638,493	109,418	5,727,816	-	8,667,204
Unassigned:		(12,339)	-	-	-	-	-	-	-	-	-	(12,339)
TOTAL FUND BALANCES		(12,339)	3,047	1,956,460	1,348,026	1,894,683	2,191,477	638,493	109,418	5,727,816	-	13,857,081
TOTAL LIABILITIES & FUND BALANCES	\$	33,569	\$ 2,237,274	\$ 1,956,926	\$ 1,348,256	\$ 1,894,683	\$ 2,191,477	\$ 646,985	\$ 109,418	\$ 5,727,816	31,020,000 \$	47,166,404

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE ACTUAL		ARIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>						
Special Assmnts- Tax Collector	\$ -	\$	3,838	\$	3,838	0.00%
Special Assmnts- CDD Collected	-	•	121,131	*	121,131	0.00%
Developer Contribution	201,125		29,893		(171,232)	14.86%
Developer Contribution - CIP			1,260,352		1,260,352	0.00%
TOTAL REVENUES	201,125		1,415,214		1,214,089	703.65%
			.,,		1,=1 1,000	100.00%
EXPENDITURES						
<u>Administration</u>						
Supervisor Fees	3,000		6,200		(3,200)	206.67%
ProfServ-Dissemination Agent	4,200		4,167		33	99.21%
ProfServ-Info Technology	600		150		450	25.00%
ProfServ-Recording Secretary	2,400		950		1,450	39.58%
ProfServ-Tax Collector	1,200		150		1,050	12.50%
ProfServ-Trustee Fees	6,500		4,256		2,244	65.48%
District Counsel	9,500		20,575		(11,075)	216.58%
District Engineer	9,500		18,738		(9,238)	197.24%
Administrative Services	4,500		3,750		750	83.33%
Management & Accounting Services	9,000		400		8,600	4.44%
District Manager	25,000		20,899		4,101	83.60%
Accounting Services	9,000		7,750		1,250	86.11%
Auditing Services	6,000		-		6,000	0.00%
Website Compliance	1,800		1,500		300	83.33%
Postage, Phone, Faxes, Copies	500		23		477	4.60%
Rentals & Leases	600		850		(250)	141.67%
Public Officials Insurance	5,000		-		5,000	0.00%
Legal Advertising	3,500		2,019		1,481	57.69%
Bank Fees	200		-		200	0.00%
Meeting Expense	4,000		-		4,000	0.00%
Website Administration	1,200		779		421	64.92%
Miscellaneous Expenses	250		-		250	0.00%
Office Supplies	100		-		100	0.00%
Dues, Licenses, Subscriptions	175		175		-	100.00%
Total Administration	107,725		93,331		14,394	86.64%
Stormwater Control						
Aquatic Maintenance	38,000				38,000	0.00%
Total Stormwater Control	38,000		-		38,000	0.00%

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Other Physical Environment				
	F 000		5 000	0.000/
Insurance - General Liability	5,000	-	5,000	0.00%
R&M-Other Landscape	9,000	-	9,000	0.00%
R&M-Bush Hogging	6,400	-	6,400	0.00%
Landscape Maintenance	25,000	-	25,000	0.00%
Aquatic Maintenance		2,110	(2,110)	0.00%
Total Other Physical Environment	45,400	2,110	43,290	4.65%
<u>Contingency</u>				
Misc-Contingency	10,000	26	9,974	0.26%
Total Contingency	10,000	26	9,974	0.26%
Construction In Progress				
Construction in Progress	-	1,260,351	(1,260,351)	0.00%
Total Construction In Progress	-	1,260,351	(1,260,351)	0.00%
-				
TOTAL EXPENDITURES	201,125	1,355,818	(1,154,693)	674.12%
Excess (deficiency) of revenues				
Over (under) expenditures	-	59,396	59,396	0.00%
- (,		22,200	22,200	212070
FUND BALANCE, BEGINNING (OCT 1, 2023)		(71,735)		
FUND BALANCE, ENDING	;	\$ (12,339)		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2022 Debt Service Fund (200) (In Whole Numbers)

ACCOUNT DESCRIPTION	-		YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES							
Special Assmnts- Tax Collector	\$	-	\$	2,695	\$	2,695	0.00%
TOTAL REVENUES		-		2,695		2,695	0.00%
EXPENDITURES							
TOTAL EXPENDITURES		-		-		-	0.00%
Excess (deficiency) of revenues							
Over (under) expenditures		-		2,695		2,695	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)				352			
FUND BALANCE, ENDING			\$	3,047			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2022 (Project) Debt Service Fund (201) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES .				
Interest - Investments	\$ -	\$ 90,921	\$ 90,921	0.00%
Special Assmnts- Prepayment	Ψ -	155,438	155,438	0.00%
Special Assmnts- CDD Collected	828,423	1,324,687	496,264	159.90%
TOTAL REVENUES	828,423	1,571,046	742,623	189.64%
EXPENDITURES Debt Samina				
<u>Debt Service</u> Principal Debt Retirement	80,000	255,000	(175,000)	318.75%
Interest Expense	748,423	1,189,488	(441,065)	158.93%
Total Debt Service	828,423	1,444,488	(616,065)	174.37%
TOTAL EXPENDITURES	828,423	1,444,488	(616,065)	174.37%
Excess (deficiency) of revenues Over (under) expenditures		126,558	126,558	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		1,829,902		
FUND BALANCE, ENDING		\$ 1,956,460	:	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2023 Debt Service Fund (202) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Interest - Investments	\$ -	\$	55,199	\$ 55,199	0.00%
Special Assmnts- Prepayment	Ψ -	Ψ	241,549	241,549	
Special Assmnts- CDD Collected	1.444.488		631,936	(812,552	
TOTAL REVENUES	1,444,488		928,684	(515,804	
EXPENDITURES Debt Service					
Principal Debt Retirement	255,000		-	255,000	0.00%
Interest Expense	1,189,488		411,633	777,855	34.61%
Total Debt Service	1,444,488		411,633	1,032,855	28.50%
TOTAL EXPENDITURES	1,444,488		411,633	1,032,855	28.50%
Excess (deficiency) of revenues					
Over (under) expenditures			517,051	517,05	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)			830,975		
FUND BALANCE, ENDING		\$	1,348,026		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2024 Debt Service Fund (203) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED YEAR TO DATE BUDGET ACTUAL		_	VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES							
Interest - Investments	\$	-	\$	19,104	\$	19,104	0.00%
Special Assmnts- Prepayment		-		227,761		227,761	0.00%
Special Assmnts- CDD Collected		-		227,761		227,761	0.00%
TOTAL REVENUES		-		474,626		474,626	0.00%
EXPENDITURES Physical Environment							
Cost of Issuance		_		(1,282,791)		1,282,791	0.00%
Total Physical Environment		_		(1,282,791)		1,282,791	0.00%
				(1,===,1=1)		1,22,101	
TOTAL EXPENDITURES		-		(1,282,791)		1,282,791	0.00%
Excess (deficiency) of revenues Over (under) expenditures				1,757,417		1,757,417	0.00%
OTHER FINANCING SOURCES (USES)							
Proceeds of Refunding Bonds		-		137,266		137,266	0.00%
TOTAL FINANCING SOURCES (USES)		-		137,266		137,266	0.00%
Net change in fund balance	\$		\$	1,894,683	\$	1,894,683	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)				-			
FUND BALANCE, ENDING			\$	1,894,683			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2022 Capital Projects Fund (300) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
Construction In Progress				
Construction in Progress		47,871	(47,871)	0.00%
Total Construction In Progress		47,871	(47,871)	0.00%
TOTAL EXPENDITURES	-	47,871	(47,871)	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures		(47,871)	(47,871)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		2,239,348		
FUND BALANCE, ENDING		\$ 2,191,477		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2022 (Project) Capital Projects Fund (301) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES						
Interest - Investments	\$ -	\$	35,851	\$	35,851	0.00%
TOTAL REVENUES	-		35,851		35,851	0.00%
EXPENDITURES						
Construction In Progress						
Construction in Progress	-		342,164		(342,164)	0.00%
Total Construction In Progress	 -		342,164		(342,164)	0.00%
TOTAL EXPENDITURES	-		342,164		(342,164)	0.00%
Excess (deficiency) of revenues						
Over (under) expenditures	 		(306,313)		(306,313)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)			944,806			
FUND BALANCE, ENDING		\$	638,493			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2023 (Project) Capital Projects Fund (302) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET		YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES .						
Interest - Investments	\$ -	\$	61,548	\$ 61,548	0.00%	
Special Assmnts- Tax Collector	-		47,870	47,870	0.00%	
Special Assmnts- CDD Collected	-		758,160	758,160	0.00%	
TOTAL REVENUES	-		867,578	867,578	0.00%	
<u>EXPENDITURES</u>						
<u>Administration</u>						
ProfServ-Info Technology	-		3,500	(3,500)	0.00%	
District Engineer	-		5,000	(5,000)	0.00%	
District Manager			38,500	(38,500)	0.00%	
Total Administration			47,000	(47,000)	0.00%	
Construction In Progress						
Construction in Progress			10,707,502	(10,707,502)	0.00%	
Total Construction In Progress	-		10,707,502	(10,707,502)	0.00%	
TOTAL EXPENDITURES	-		10,754,502	(10,754,502)	0.00%	
Excess (deficiency) of revenues						
Over (under) expenditures			(9,886,924)	(9,886,924)	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2023)			9,996,342			
FUND BALANCE, ENDING		\$	109,418			

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2024 Series 2024 Capital Projects Fund (303) (In Whole Numbers)

ACCOUNT DESCRIPTION	ADO	ANNUAL ADOPTED YEAR TO DATE BUDGET ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES							
Interest - Investments	\$	-	\$	217,118	\$	217,118	0.00%
TOTAL REVENUES		-		217,118		217,118	0.00%
<u>EXPENDITURES</u>							
Physical Environment							
Cost of Issuance		-		(16,636,509)		16,636,509	0.00%
Total Physical Environment				(16,636,509)		16,636,509	0.00%
Construction In Progress							
Construction in Progress		-		11,125,811		(11,125,811)	0.00%
Total Construction In Progress				11,125,811		(11,125,811)	0.00%
TOTAL EXPENDITURES		-		(5,510,698)		5,510,698	0.00%
Excess (deficiency) of revenues							
Over (under) expenditures				5,727,816		5,727,816	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)				-			
FUND BALANCE, ENDING			\$	5,727,816			

Bank Account Statement

Two Rivers West CDD

 Bank Account No.
 5637

 Statement No.
 09-24

 Statement Date
 09/30/2024

12,275.57	Statement Balance	12,075.57	GL Balance (LCY)
0.00	Outstanding Deposits	12,075.57	GL Balance
12,275.57	Subtotal	0.00	Positive Adjustments
-200.00	Outstanding Checks		
		12,075.57	Subtotal
12,075.57	Ending Balance	0.00	Negative Adjustments
		12,075.57	Ending G/L Balance

Document Posting Date Type	Document No.	Description	Amount	Cleared Amount	Difference
		•			
Deposits					
					0.00
09/11/2024 Payment	BD00006	Deposit No. BD00006	29.60	29.60	0.00
Total Deposits			29.60	29.60	0.00
Checks					
5.155.15					0.00
08/28/2024 Payment	1137	Check for Vendor V00009	-227,760.58	-227,760.58	0.00
08/28/2024 Payment	1138	Check for Vendor V00015	-3,826.28	-3,826.28	0.00
08/28/2024 Payment	1139	Check for Vendor V00010	-200.00	-200.00	0.00
08/28/2024 Payment	1140	Check for Vendor V00035	-1,055.00	-1,055.00	0.00
08/28/2024 Payment	1141	Check for Vendor V00020	-9,205.00	-9,205.00	0.00
08/28/2024 Payment	1142	Check for Vendor V00007	-4,202.50	-4,202.50	0.00
08/28/2024 Payment	1143	Check for Vendor V00013	-200.00	-200.00	0.00
08/28/2024 Payment	1144	Check for Vendor V00006	-1,556.00	-1,556.00	0.00
Total Checks			-248,005.36	-248,005.36	0.00

Adjustments

Total Adjustments

Outstanding Checks

 08/01/2024 Payment
 1132
 Check for Vendor V00016
 -200.00

 Total Outstanding Checks
 -200.00

Outstanding Deposits

Total Outstanding Deposits